

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

**A G E N D A**

May 23, 2023  
6:00 PM

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

The Port of Bremerton Board of Commissioners have resumed in-person meetings but are maintaining the option for the public to participate remotely as well. The public is invited to view and/or participate in the hybrid meeting by attending in person or through one of the following options:

- To stream online only (via BKAT feed, with no interaction possible):  
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
- To join the online Zoom meeting: <https://us02web.zoom.us/j/3359030010>
- For audio only; dial 1.253.215.8782; Meeting ID: 335 903 0010

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**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Consent Items**

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

- A. Minutes of the regular business meeting of May 9, 2023.
- B. Payment of checks #901803 and #901804 and #901805 through #901806 and #901807 through #901808 and #E01475 and #84887 through #84898 and #E01476 through #E01484 and #901809 through #901812 from the General Fund for \$178,145.06.  
Payment of checks #901813 and #84899 through #84912 and #E01485 through #E01494 from the General Fund for \$47,139.55.

**Information Items**

1. Collins Historical Aircraft Foundation – Roger Collins

**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 (gingerw@portofbremerton.org).*

**Action Items**

1. 2023 Marina Tariff Schedule Update
2. Change Order #1 for Port Orchard Properties Environmental Remediation Contract with Pioneer Technologies Corporation
3. Marina Security Agreement with Safe Security

**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>05/23</i>	<i>6:00 pm</i>	<i>*Commission Regular Business Meeting</i>
<i>05/30</i>	<i>11:00 am</i>	<i>Puget Sound Regional Council (PSRC) General Assembly</i>
<i>06/06</i>	<i>1:45 pm</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Board06</i>
<i>06/07</i>	<i>10:00 am</i>	<i>Central Puget Sound Economic Development District (CPSEDD) Board</i>
<i>06/13</i>	<i>10:00 am</i>	<i>*Commission Regular Business Meeting</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**

May 9, 2023  
10:00 AM

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

**Commissioners and Staff Present**

Commissioners  
Axel Strakeljahn  
Gary Anderson  
Cary Bozeman

Staff Members  
Jim Rothlin  
Arne Bakker  
Jeremiah Wiley  
James Weaver  
James Goodman  
Ginger Waye  
Stephanie Frame  
Anne Montgomery, Atty

**Call to Order**

President Strakeljahn called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

**Approval of Agenda**

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

Approve the Agenda as presented.

**MOTION CARRIES, 3-0**

**Consent Items**

- A. Minutes of the regular business meeting of April 25, 2023.
- B. Payment of checks #901779 through #901785 and #901786 and #901787 and #901788 and #E01453 and #E01454 and #901789 through #901792 and #84857 and #84858 through #84871 and #E01455 through #E01460 and #901793 through #901796 from the General Fund for \$481,433.80.

Payment of checks #901797 through #901800 and #84872 through #84886 and #E01461 through #E01474 and #901801 and #901802 from the General Fund for \$178,536.04

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

Approve the Consent Items as presented.

**MOTION CARRIES, 3-0**

## Information Items

### 1. Legislative Update – Desimone Consulting Group (DCG)

CEO Jim Rothlin introduced Desimone Consulting Group State Lobbyist Rose Feliciano and Federal Lobbyist Liz Fortunato.

Ms. Feliciano reported on the Port's \$1M capital budget appropriation and the \$2M transportation budget line item under a Climate Commitment Act shorepower provision for the Port Orchard Marina (POM) breakwater replacement project. She highlighted the importance of having the support of Senator Randall and Representatives Caldier and Hutchins in securing these funding opportunities.

Ms. Fortunato detailed the breakwater federal funding the Port has applied for which includes the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant; the Port Infrastructure Development Program (PIDP) grant; and a PIDP earmark. She discussed specifics of each request and the timing for award notifications.

### 2. Marina Rates and Tariffs – James Weaver, Director of Marine Facilities

Mr. Weaver provided history on previous tariff updates at Port Orchard and Bremerton Marinas and discussed the Port's strategic goal of determining market-based direction for key assets to reduce tax dollar dependency. The following factors were used in determining recommended rate/fee changes: gross revenue; revenue sources; location of tenants; transient guest moorage data; monthly operating expenses; Puget Sound marina moorage rate analysis; and area rent and vacancy rates (for liveaboard fees). The recommended marina tariff rate schedule will be presented for adoption at the next regular meeting on May 23. New rates would be effective July 1, 2023.

**Citizen Comments - None**

## Action Items

### 1. Hangar 7 Stormwater Repair Project Change Order #3

*Presented by Arne Bakker, Chief Operations Officer*

Following presentation and after questions were addressed:

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

Approve Change Order #3 for the Hangar 7 Stormwater Repair Project in the amount of \$35,520.10 and authorize the CEO to execute the change order.

**MOTION CARRIES, 3-0**

2. Resolution 2023-02 supporting the Washington State Department of Transportation (WSDOT) Airport Aid Application for the National Environmental Policy Act (NEPA) Project for Eastside Development.

*Presented by Arne Bakker, Chief Operations Officer*

Following presentation;

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

Approve Resolution No. 2023-02 supporting the WSDOT Airport Aid Application for a NEPA Project for Eastside Development at Bremerton National Airport.

**MOTION CARRIES, 3-0**

## **Staff Reports**

*Jim Rothlin, Chief Executive Officer*

- Employee milestones during May:
  - Ken Eisenhardt, Port Maintenance II, reached his 8<sup>th</sup> year working at the Port.
  - Kayle Lenz, Port Maintenance II, celebrates his 2-yr anniversary at the marinas.
  - Connie Daggett, Staff Accountant handling payroll and assisting with accounts payable, completes her first year on May 16.
  - Jenifer Zuweni, Staff Accountant handling accounts receivable, also completes her first year on May 16.
- Bremerton National Airport (BNA) was chosen as a film production site; the screenplay was described along with the reasons for using BNA.
- Recently received good publicity on the cruise ships docking at Bremerton Marina and the upcoming Wings of Washington Airshow scheduled at BNA on August 19 and 20.

## **Commission Reports / New Business**

*Commissioner Anderson*

- Attended the Kitsap Regional Coordinating Council (KRCC) meeting.

*Commissioner Strakeljahn*

- Attended the following:
  - Peninsula Home & Garden Show and was a judge for the Lego building contest.
  - KRCC board meeting
  - Central Kitsap Food Bank gala
- America's Competitiveness Exchange (ACE) delegation will be visiting the Port on Thursday, May 18.

**Executive Session - None**

## **Adjournment**

There being no further business before the Board, the meeting was adjourned at 11:35 a.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
May 18, 2023

Cary Bozeman  
Commission Secretary  
May 23, 2023

Draft

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

Agenda Item No: Action Item #1  
Subject: 2023 Proposed Marina Tariff Schedule Update  
Exhibits: Bremerton and Port Orchard Marina Proposed 2023 Tariff Update  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: May 23, 2023

### Summary:

On May 9, the Port conducted a commissioner work-study and information item on the proposed Port Orchard and Bremerton Marina 2023 tariff updates. The Marina moorage rates last increased in 2021. The regular review of marina moorage rates is consistent with Port of Bremerton Strategic Plan, Goal #3 “*Determine market-based direction for key assets to reduce tax dollar dependency*”.

The demand for marina moorage has increased each year and the vacancy rates at both marinas have dropped with waitlists for most slip sizes. The cost of operations, repairs, and materials have steadily increased and the previous marina rates have not accommodated those changes. The recent improvements including new parking, Wi-Fi, recycling program, and other amenities have also had financial impacts.

The proposal for 2023 marina rates incorporates a modest increase to moorage at both marinas. The proposed marina fee 2023 update would be consistent with other local marinas and remain very competitive within Puget Sound. The proposed marina tariff 2023 update, upon approval, would be scheduled for a July 1, 2023, implementation.

### Fiscal Impact:

Approval of the 2023 Proposed Marina Tariff Schedule Update would be estimated to reduce the tax dependency of the Port assets by approximately \$100,000 for each marina.

### Recommendation:

Staff recommends the approval of the 2023 tariff schedule updates for the Bremerton and Port Orchard marinas.

### Motion for Consideration:

**Move to approve the 2023 Marina Tariff Update for the Port Orchard and Bremerton Marinas with an effective date of July 1, 2023.**



**PORT ORCHARD MARINA  
2023 TARIFF SCHEDULE  
(Effective July 01, 2023)**

**PERMANENT MOORAGE**

Monthly Moorage Rates\*\*\* (plus applicable taxes\*):

<u>OPEN \$/month (\$/ft/month)</u>	<u>COVERED \$/month (\$/ft/month)</u>
20' <b>\$128.16</b> (\$6.96)	28' <b>\$250.62</b> (\$8.95)
24' <b>\$167.03</b> (\$6.96)	32' <b>\$322.82</b> (\$10.09)
28' <b>\$215.91</b> (\$7.71)	36' <b>\$410.63</b> (\$11.41)
32' <b>\$267.41</b> (\$8.36)	42' <b>\$518.51</b> (\$12.35)
36' <b>\$307.89</b> (\$8.55)	52' <b>\$715.96</b> (\$13.77)
40' <b>\$350.29</b> (\$8.76)	
42' <b>\$377.15</b> (\$8.98)	
50' <b>\$467.75</b> (\$9.35)	
60' <b>\$562.85</b> (\$9.38)	
>60' <b>\$11.00 per foot</b>	

**OTHER:** Side Tie: \$11.00 per foot

**OTHER MOORAGE RELATED CHARGES**

**Deposits**

Security Deposit:	Equal to one month's moorage+\$100.00
Live Aboard Setup Fee:	\$150.00
Wait List Deposit:	\$100.00 per list

**Miscellaneous:**

Wait List Fee ( <i>annual</i> ):	\$25.00
Live Aboard Monthly Fee:	\$200.00/boat/month – plus applicable taxes****
Live Aboard Background Check:	Fee determined & collected by outside agency
Environmental Fee:	\$5.00 per month
Dinghy Storage:	\$10.00 per month
Slip Change Request List:	\$25.00 per move
Metered Electric:	\$0.14 per kwh
Parking Pass Fee ( <i>lost/passes not returned</i> ):	\$25.00
Gate Card/Fob Fee ( <i>lost/not returned</i> ):	\$10.00 each fob/card
Vessel Spill/Sinking Response Fee	\$100.00 per instance + Man hours @ \$ 100 per
Vessel Chaining Reinstatement Fee:	\$200.00
Illegal Dumping Fee	\$100.00 per instance

**PARKING**

Water Street:	\$10.00 per day ( <i>1<sup>st</sup> - 24 hours free</i> )
Other Parking	\$1.00 per hour



**PORT ORCHARD MARINA  
2021 TARIFF SCHEDULE  
(Effective July 01, 2023)**

**GUEST MOORAGE**

*(Stays 30 days or greater are subject to Leasehold Excise Tax\*)*

**Peak Season (May 1 – September 30)**

Finger Slips & Side-ties: *(A&B Dock, Public Dock)* \$50.00 per night + \$1.25 per ft over 40 ft  
*(May be used for 14 days in a 30 day period)*

South Basin Breakwater: \$1.25/ft boat length  
*(No Minimum Charge)*

Transition Dock: \$25.00 per night + \$1.25 per ft over 20 ft

**Off Season (October 1 – April 30)**

Finger Slips: \$40.00 per night + \$1.00 per ft over 40 ft  
*(May only use finger slips for 14 days in a 30 day period)*

East Breakwater & Transition Dock: \$20.00 per night + \$1.00 per ft over 20 ft  
*(May only use east breakwater & transition dock for 14 days in a 30 day period)*

North & Outside Breakwater: \$1.00/ft boat length  
*(No Minimum charge)*

**GUEST ELECTRICITY**

\$5.00 per night

**OTHER GUEST MOORAGE FEES**

Reservation Fee: \$5.00 per boat *(paid in advance/non-refundable)*  
Guest Moorage Late Fee: \$5.00 per day *(over 24 hours)*  
*(maximum \$ 40.00 per month)*

**COMMERCIAL VESSEL/ CRUISE SHIP / AIRCRAFT OPERATIONS**

\$100.00 per event *(Per visit or via short term use agreement)*

**MISCELLANEOUS FEES**

Fax Service: \$1.00 per page  
Copies: \$0.15 per page  
Service charge\*\*: \$100.00 per man hour + material cost

- \* Plus 12.84% State Leasehold Tax (or applicable property tax if less than leasehold tax)
- \*\* Service Charges for dewatering, securing, towing, repairing boats and Marina damage because of lack of response, carelessness, neglect, etc. of tenant or visitor.
- \*\*\* Marina Rates may be adjusted annually each January 1 to reflect inflation as measured by the Bureau of Labor Statistics CPI-U published rates for the Seattle-Tacoma-Bellevue area.
- \*\*\*\* Total liveaboards may be reduced to 20 per marina depending upon parking and resource availability.

Note: Late fees on past due accounts will be applied at the rate of 1.5% per month with a minimum of \$40.00.



**BREMERTON MARINA  
2023 TARIFF SCHEDULE  
(Effective July 1, 2023)**

**PERMANENT MOORAGE**

Base Moorage Rate\*\*\* (plus applicable taxes\*):

**MONTHLY MOORAGE**

Slip/Berth Length	\$/Month	Per Ft.
36'	\$352.92	\$9.80
38'	\$378.84	\$9.97
40'	\$405.49	\$10.14
42'	\$432.88	\$10.31
44'	\$461.00	\$10.48
46'	\$489.84	\$10.65
48'	\$519.43	\$10.82
50'	\$549.75	\$10.99
52'	\$580.78	\$11.17
54'	\$612.56	\$11.34
56'	\$645.07	\$11.52
58'	\$678.30	\$11.69
60'	\$712.28	\$11.87
Over 60'	\$12.00/ft./month	

**OTHER MOORAGE RELATED CHARGES**

**Deposits:**

Security Deposit:	Equal to one month's moorage+\$100.00
Live Aboard Setup Fee:	\$150.00
Wait List Deposit:	\$100.00

**Miscellaneous:**

Wait List Fee ( <i>annual</i> ):	\$25.00
Live Aboard Background Check:	Fee determined & collected by outside agency
Live Aboard Fee :	\$200.00/boat/month – plus applicable taxes****
Environmental Fee:	\$5.00 per month
Dinghy Storage:	\$5.00 per month
Slip Change Request List:	\$25.00 per move
Parking Pass Fee ( <i>lost/passes not returned</i> ):	\$55.00
Gate Card/Fob Fee ( <i>lost/not returned</i> ):	\$10.00 each fob/card
Vessel Spill/Sinking Response Fee	\$100.00 per instance + Man hours @ \$ 100 per
Vessel Chaining Reinstatement Fee:	\$200.00
Illegal Dumping Fee	\$100.00 per instance

Metered Electric: \$14.00 per month for the first 100KW and \$0.14 cents/kw over 100 KW

Flat Rate Electric (*per month*):

24'	\$16.73	48'	\$26.48
36'	\$21.61	50'	\$27.30
42'	\$24.05	56'	\$29.74
44'	\$25.68	60'	\$31.36
46'	\$26.48	>60'	\$39.49



**BREMERTON MARINA**  
**2023 TARIFF SCHEDULE**  
 (Effective July 1, 2023)

**GUEST MOORAGE**

*(Stays 30 Days or Greater are Subject to Leasehold Excise Tax\*)*

**Peak Season (May 1 – September 30)**

Finger Slips & Side-ties: <i>(A&amp;B Dock, Public Dock)</i> <i>(May be used for 14 days in a 30 day period)</i>	\$50.00 per night + \$1.25 per ft over 40 ft
South Basin Breakwater: <i>(No Minimum Charge)</i>	\$1.25/ft boat length
Transition Dock: <i>(May only be used for 14 days in a 30 day period)</i>	\$25.00 per night + \$1.25 per ft over 20 ft

**Off Season (October 1 – April 30)**

Finger Slips & Side-ties: <i>(A&amp;B Dock, Public Dock)</i> <i>(May be used for 14 days in a 30 day period)</i>	\$40.00 per night + \$1.00 per ft over 40 ft
South Basin Breakwater: <i>(No Minimum Charge)</i>	\$1.00/ft boat length
Transition Dock:	\$20.00 per night + \$1.00 per ft over 20 ft

**GUEST ELECTRICITY**

30 amp & 50amp:	\$5.00 per night
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**OTHER GUEST MOORAGE FEES**

Reservation Fee:	\$5.00 per boat <i>(paid in advance/non-refundable)</i>
Guest Moorage Late Fee:	\$5.00 per day <i>(over 24 hours)</i> <i>(maximum of \$40 per month)</i>

**COMMERCIAL VESSEL / CRUISE SHIP / AIRCRAFT OPERATIONS**

\$100.00 per event *(Per visit or via short term use agreement)*

**MISCELLANEOUS FEES**

Fax Service:	\$1.00 per page
Copies:	\$0.15 per page
Service Charge**:	\$50.00 per man hour + material costs

\* Plus 12.84% State Leasehold Tax (or applicable property tax if less than leasehold tax)  
 \*\* Service Charges for dewatering, securing, towing, repairing boats and Marina damage because of lack of response, carelessness, neglect, etc. of tenant or visitor.  
 \*\*\* Marina Rates may be adjusted annually each January 1 to reflect inflation as measured by the Bureau of Labor Statistics CPI-U published rates for the Seattle-Tacoma-Bellevue area.  
 \*\*\*\* Total liveaboards may be reduced to 20 per marina depending upon parking and resource availability.

Note: Late fees on past due accounts will be applied at the rate of 1 ½ % per month with a minimum of \$40.00.

# **PORT OF BREMERTON**

## **AGENDA SUMMARY**

Agenda Item No: Action Item #2  
Subject: Pioneer Technologies Corporation Change Order #1  
Exhibits: Change Order #1 – Pioneer Technologies Corporation  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: May 23, 2023

### Summary:

In spring of 2023, the Port of Bremerton was awarded a WA Department of Ecology grant for \$130,000 to prepare an environmental remediation soils feasibility study for the properties located at 521 and 525 Bay Street, Port Orchard, Washington.

The original Pioneer contract scope of work included multiple components related to site assessment, remediation feasibility analysis, implementation of the soil remediation plan, soils testing, reporting to State and Federal agencies all to support a successful project to meet all regulatory requirements. As noted in prior approvals, the time and materials contract administration was to be phased, with phase progress based upon investigation results, alternative solution costing, and also may be based upon grant approvals.

This approval is for a zero-cost change order to the existing Pioneer Technologies Corporation contract to complete the tasks identified within the grant scope for environmental remediation of the 521 and 525 Bay Street properties which contained former petroleum tanks and contaminated soils on the property.

### Fiscal Impact:

The change order is for a maximum amount of \$ 130,000.00 in services to be conducted by December 31, 2023. The Grant reimbursement is for a total amount of \$130,00.00 for work conducted prior to December 31, 2023. The net fiscal impact to the Port for the change order would be zero.

### Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 7. Continue to improve the Port's environmental performance and minimize its ecological footprint.

### Recommendation:

Port staff recommends the approval of change order #1 to the Pioneer Technologies contract.

### Motion for Consideration:

**Move to approve Change Order #1 to the Port Orchard Properties environmental remediation contract with Pioneer Technologies.**

**PORT OF BREMERTON  
AMENDMENT NO. 1**

**Agreement Title: Amendment No. 1: Phase 2 to the contract for Environmental Soils Remediation for 521 and 525 Bay Street, Port Orchard, WA dated August 8, 2022.**

**Project No. 03-22-30007-C**

**Date: 5/23/2023**

**To: Pioneer Technologies Inc.**

You are hereby directed to make the changes listed below in the subject contract. All other provisions of the contract remain in full force and effect. This Amendment represents a full and final resolution of these items; all costs and time effects are resolved.

**Nature of Amendment**

Amendment 1 increases the value of the contract limit by \$130,000.00 for phase 2 of the contract which includes the evaluation of newly collected site data, geotechnical evaluations, the creating of the interim action work plan, the creation of engineering design report, the creation of interim action plans and specs, and project management.

**Justification of Amendment**

The Port of Bremerton was awarded \$130,000.00 from the Washington State Department of Commerce Local Government Division Brownfields Revolving Loan Fund Program to fund phase 2 of the project. Pioneer Technologies Inc. was awarded the contract for Environmental Soils Remediation for 521 and 525 Bay Street through a competitive Request for Qualifications process for professional services for an initial phase 1 with options to exercise amendments for additional phases. Their proposal for phase 2 work dated March 16, 2023 was included as part of the grant application and is an exhibit to this amendment.

The changes result in the following adjustment of the Contract Price and Time:

Contract Value Prior to this Amendment	\$ 125,000.00
Net (increase) (decrease) Resulting from this Amendment	\$ 130,000.00
Current Contract Price Including this Amendment	\$ 255,000.00

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Date of Completion Prior to this Amendment	<u>December 31, 2023</u>
Net (increase) Resulting from this Amendment	<u>0</u>
Current Contract Time Including this Amendment	<u>December 31, 2023</u>

(continued on next page)

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**The above Amendment  
is recommended**

**Engineer:**

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

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

**The above Amendment  
is accepted**

**Contractor:**

  
Pioneer Technologies, Inc.

By: Chris Waldron \_\_\_\_\_

Date: May 9, 2023 \_\_\_\_\_

Digitally signed by Chris Waldron  
DN: cn=Chris Waldron,  
o=PIONEER Technologies  
Corporation, ou,  
email=waldronc@uspioneer.com  
, c=US  
Date: 2023.05.09 11:57:08 -07'00'

**The above Amendment  
is approved**

**Owner:**

Port of Bremerton

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

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



# Cost Proposal

**to:** James Weaver (Port of Bremerton [Port])  
**from:** Troy Bussey Jr, PE, LG, LHG and Joel Hecker, LG, LHG (PIONEER Technologies Corporation [PIONEER])  
**date:** March 16, 2023  
**subject:** Scope of Work and Estimated Costs for 525 Bay Street IAWP  
521 and 525 Bay Street, Port Orchard, Washington

Dear Mr. Weaver:

PIONEER has prepared this scope of work (SOW) and estimated costs document to obtain your approval to complete pre-design activities, design activities, an interim action work plan (IAWP), and associated tasks for an excavation-based interim action (IA) of underground storage tanks (USTs) and gasoline-contaminated soil at the Port's 525 Bay Street property. As outlined in our August 23, 2022 cost proposal and discussed during previous conference calls, we believe this excavation-based IA is the most appropriate next step for eventually getting the property fully cleaned up. Table 1 presents the SOW, estimated costs, and key assumptions for the 22 subtasks associated with this cost proposal. These subtasks will be completed on a time and materials basis using the rates in Attachment C of the Consultant Agreement, with a not-to-exceed ceiling of **\$130,000**. As you know, all \$130,000 is grant-reimbursable as a result of PIONEER helping the Port obtain a grant from the Washington State Department of Commerce (WSDOC).

PIONEER is ready to begin this phase of the project immediately upon receiving your approval of this document. Please note that the grant funding expires on **December 31, 2023**. We really appreciate the opportunity to work with you and the Port of Bremerton.

Per your request, we have prepared a table on the following page that answers four questions you had about our previous 2022 authorization and this cost proposal.

If you have any questions or concerns regarding this document, please contact me at 360.810.0640 (cell) or 360.570.1700 x105 (office).

Respectfully,

A handwritten signature in blue ink that reads 'Troy Bussey Jr.'.

Troy Bussey Jr., P.E., L.G., L.HG.  
Principal Engineer

**Attachments:**

Table 1: SOW and Estimated Costs for 525 Bay Street Interim Action Work Plan  
Proposal for Geotechnical Services from Mud Bay Geotechnical Services



Question	Answer
How much of the maximum authorized compensation during the 2022 fiscal year (i.e., \$125K) was spent?	PIONEER has only been authorized \$107,438 to date in accordance with our August 23, 2022 cost proposal. Of that roughly \$107K, PIONEER invoiced \$50.4K during calendar year 2022. Through March 16, 2023, PIONEER has invoiced \$84.8K.
What did PIONEER accomplish with these previously authorized funds?	PIONEER accomplished a lot with those funds related to the Model Toxics Control Act (MTCA) requirements to investigate and cleanup contamination on the 521 and 525 Bay Street properties (the Site). Key accomplishment include (1) reviewing on-Site and off-Site documents and scoping the remedial investigation (RI) for the Site, (2) identifying key RI data gaps and developing an approach for addressing those data gaps, (3) preparing a RI Work Plan, (4) implementing Phase 1 of the RI in November 2022, (5) identifying and facilitating the receipt of a \$130K grant for the Port, (6) conducting an out-of-scope pre-design investigation in February 2023, (7) evaluating results from the November 2022 and February 2023 investigations, and (8) developing a conceptual interim action (IA) design and cost estimate.
What do we hope to accomplish with the \$130K of grant-funded work?	The \$130K of grant funds will be used to complete pre-design activities, design activities, an interim action work plan (IAWP), and associated tasks for an excavation-based IA of underground storage tanks (USTs) and gasoline-contaminated soil at the Port's 525 Bay Street property. This work is necessary to satisfy MTCA regulations for planning and designing this IA.
How will the Port be reimbursed as the Port spends the \$130K?	<p>The procedures for billing and reimbursement are presented in Special Terms and Conditions Item #8 of the Capital Agreement between the Port and WSDOC. A few key instructions include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• When requesting reimbursement, the Port must utilize an Invoice Voucher (Form A-19) that references the Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET project activity performed, and any appropriate documentation such as bills, invoices, and receipts.</li> <li>• The Invoice Voucher must be certified by an official of the Port.</li> <li>• Invoices Vouchers should not be submitted more often than monthly.</li> <li>• Each request for payment must be accompanied by a Project Status Report. PIONEER's monthly invoice cover letter should suffice for this requirement.</li> <li>• WSDOC will pay the Port within 30 calendar days upon acceptance of services provided and receipt of properly completed invoices.</li> </ul>





**Table 1: SOW and Estimated Costs for 525 Bay Street Interim Action Work Plan**

Task	Subtask	Subtask Purpose / SOW Overview	Estimated Costs											Subtask Total
			Prin.	Sr.	Proj.	Staff	AA	ODCs	Labor	Subtask Totals		Total		
										ODCs	ODCs			
\$198	\$175	\$135	\$118	\$80										
Evaluation of newly collected data, geotechnical evaluation, and other pre-IAWP activities	Evaluate and summarize recent investigation results	Evaluate November 2022 and February 2023 investigation results, prepare summary figure of all relevant TPH-G soil and groundwater results, and prepare table of all TPH-G and BTEX soil and groundwater results to date.	2	2		24				\$3,578	\$0	\$3,578	\$3,578	
	Pre-mobilization tasks for field activities	Complete all pre-mobilization preparation and coordination activities needed to complete drilling-related activities successfully and safely in accordance with the current HASP.	2	10		2		\$500	\$2,382	\$540	\$540	\$2,922	\$2,922	
	Complete geotechnical investigation activities	Advance one soil boring and collect geotechnical data to support the design of IA excavation shoring to protect the state highway (and existing building if necessary) and dewatering.		2				\$4,560	\$350	\$4,925		\$5,275	\$5,275	
	Obtain tidal fluctuation and groundwater flow data	Obtain (1) 72 hours of tidal fluctuation and conductivity data in the on-property MW, and (2) static water levels in the on-property MW and the two or more off-property MWs to support the IA design (if possible).	2	10	4	4		\$1,500	\$3,158	\$1,620	\$4,778	\$4,778	\$4,778	
	Characterize and dispose of IDW generated to date	Characterize and dispose of IDW (e.g., soil cuttings, development water, purge water, and decontamination water) in accordance with state and federal regulations.		4				\$3,000	\$700	\$3,240		\$3,940	\$3,940	
	Identify soil and UST disposal options	Identify options and associated profiling requirements, facility restrictions, and costs for disposing of excavated soil and USTs generated during the IA.		2	4				\$4,636	\$0	\$4,636		\$4,636	\$4,636
	Identify ARARs and required permits	Identify ARARs, prepare ARAR summary table, identify applicable local, state, and federal permits, and summarize applicable permit requirements.		8		40			\$6,304	\$0	\$6,304		\$6,304	\$6,304
	Obtain utility details	Contact utility companies and obtain utility details for utilities that could be affected by the IA excavation(s) to determine requirements for decommissioning and replacing affected utilities.		2	4		30		\$4,636	\$0	\$4,636		\$4,636	\$4,636
	Geotechnical design and plans/specs support	Provide design and plans/specs support for excavation shoring, dewatering, and compaction.	See attached 2/25/23 proposal from Mud Bay Geotechnical Services. Note estimated costs are for the Engineering Analysis, Structural Engineering, and Drafting and Report Preparation work items in the Mud Bay Geotechnical Services proposal.	2	16		20		\$21,000	\$0	\$21,000		\$21,000	\$21,000
	IAWP, EDR, and plans/specs	Identify dewatering approach	Identify preferred dewatering approach and estimate a range of water volumes that may be generated.	2	24		4			\$4,596	\$0	\$4,596		\$4,596
Prepare key sub-plan components for IAWP		Prepare draft versions of the sub-plan components (i.e., compliance monitoring plan, SAP, OAPP, and HASP) that will be included in the IAWP.	4	8		80			\$11,632	\$0	\$11,632		\$11,632	\$11,632
Prepare internal draft IAWP including EDR and plans/specs components)		Prepare a streamlined IAWP for Port review that satisfies IAWP requirements in WAC 173-340-430(7), EDR requirements in WAC 173-340-400(4)(a), and plans/specs requirements in WAC 173-340-400(4)(b).	80	16		20			\$21,000	\$0	\$21,000		\$21,000	\$21,000
Prepare agency review draft IAWP		Revise the IAWP as necessary based on Port review comments.	8	4		4			\$2,756	\$0	\$2,756		\$2,756	\$2,756
Public participation support	Revise the IAWP as necessary based on Ecology review comments.		40		8	10	\$500	\$11,064	\$540	\$11,604		\$11,604	\$11,604	
Prepare final IAWP	This is a placeholder subtask to provide public participation support to the Port as necessary for satisfying 173-340-430(6) and WAC 173-340-600.	Revise the IAWP as necessary based on public review comments.	2					\$396	\$0	\$396		\$396	\$396	

**Table 1: SOW and Estimated Costs for 525 Bay Street Interim Action Work Plan**

Task	Subtask	Subtask Purpose / SOW Overview	Key Assumptions	Estimated Costs										
				Prin.	Sr.	Proj.	Staff	AA	ODCs	Labor	ODCs	Total	Subtask Total	
				\$198	\$175	\$135	\$118	\$80						
Project management, meetings, and communication	Project management	Manage the SOW, budget, and schedule, and regularly communicate the status of these items with the Port.	It is assumed (1) the performance period will be from April 2023 through December 2023, and (2) the level of effort included in this table will be sufficient to complete this subtask.	18			27			\$420	\$6,750	\$454	\$7,204	\$7,204
	Design meetings	Facilitate design meetings to collaborate and share information to maximize synergies and efficiencies for the design and IA/WP.	It is assumed (1) the performance period will be from April 2023 through December 2023, and (2) the level of effort included in this table will be sufficient to complete this subtask.	16	16		16				\$7,856	\$0	\$7,856	\$7,856
	Port communication	Facilitate periodic calls and/or email communication with the Port Project Manager as necessary to discuss project strategy, current status, Port direction, task prioritization, investigation results, recommended path forward, et cetera.	It is assumed (1) the performance period will be from April 2023 through December 2023, (2) preparation and follow-up work will be needed for each call, and (3) the level of effort included in this table will be sufficient to complete this subtask.	18	9						\$5,139	\$0	\$5,139	\$5,139
	Project status report and preliminary IA cost estimate	Prepare a brief project status report and preliminary cost estimate for the IA in June 2023 to support Port Commission decision-making regarding the 2024 budget.	It is assumed the level of effort included in this table will be sufficient to complete this subtask.	10	2						\$2,330	\$0	\$2,330	\$2,330
	Scope next phases of work	Prepare a scope of work and cost estimate for PIONEER costs regarding IA procurement support, IA permitting support, and/or IA implementation.	It is assumed the level of effort included in this table will be sufficient to complete this subtask.	6	2						\$1,538	\$0	\$1,538	\$1,538
	Pursue additional grants/loans	Coordinate with potential funding agencies (e.g., WSDOC, Ecology, and/or USEPA) in hopes of securing an additional grant/loan for IA implementation.	It is assumed the level of effort included in this table will be sufficient to complete this subtask.		16						\$2,800	\$0	\$2,800	\$2,800
<b>GRAND TOTALS</b>				224	141	4	285	10	\$21,120	\$103,997	\$22,810	\$126,807	\$130,000	

**Notes:**  
 ARAR: applicable, relevant and appropriate requirements; BTEX: benzene, toluene, ethylbenzene, and xylenes; Ecology: Washington State Department of Ecology; EDR: engineering design report; HASP: health and safety plan; IA: interim action; IA/WP: interim action work plan; IDW: investigation-derived waste; MW: monitoring well; ODCs: other direct costs; QAPP: quality assurance project plan; specs: specifications; SAP: sampling and analysis plan; TPH-G: total petroleum hydrocarbons in the gasoline range; UST: underground storage tank; WAC: Washington Administrative Code  
 All work will be billed on a time and materials basis.  
 ODCs (e.g., project supplies, subcontractor) will be billed at cost plus 8% in accordance with the Consultant Agreement.  
 Vehicle mileage will be charged at the current Internal Revenue Service mileage rate (currently \$0.655/mile) in accordance with the Consultant Agreement.



## Mud Bay Geotechnical Services, LLC

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February 25, 2023

RE: 525 Bay St  
Port Orchard, WA  
Proposal for Geotechnical Services

Dear Mr. Joel Hecker,

Per your request, Mud Bay Geotechnical Services, LLC is providing this proposal for the geotechnical design of temporary shoring at the subject address. This is an updated proposal which includes subcontracting the necessary structural engineering design and plans. The purpose of the temporary shoring will be to facilitate the removal of an underground storage tank (UST).

### **Scope of Work**

Based on our understanding of the geotechnical effort required to complete the requested work, we propose a minimum scope as follows:

- Provide project management services, including monthly budget tracking and progress reports, project closeout, and miscellaneous consultation.
- Review environmental boring/monitoring well logs provided by PIONEER.
- Review soil and geology maps, topography, LiDAR, and other online information readily available.
- Visit the site to observe existing conditions and drill rig access for the field exploration.
- Notify the Washington Utilities Coordinating Council's "One Call" locating service for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- Retain a drilling subcontractor to complete a single drilled boring to a maximum depth of 25 feet. The boring will be completed using a track- or truck-mounted drill rig using

hollow stem auger drilling methods. Soil samples will be obtained from the boring at 2½- or 5-ft depth intervals, using the Standard Penetration Test procedure. Upon completion of drilling and sampling, the borehole will be decommissioned in accordance with Washington Administrative Code 173-160. Soil cuttings from the boring will be placed in drums, labelled, and left at the site for disposal by PIONEER. Pavement will be patched using quick-setting concrete.

- Provide a geologist to oversee the drilled boring, retain soil samples, and collect geotechnical data sufficient to determine the stratigraphy, density, and field classify soil types encountered. The depth to groundwater, if present, will also be determined at the time of drilling.
- Classify the soil samples retained from the drilling in accordance with ASTM D2488 Visual-Manual procedure for identification and classification of soils based on the Unified Soil Classification System (USCS). Due to environmental considerations, no samples will be retained.
- Based on the data collected in the drilled boring and classification of soil samples, develop a final boring log, which will be included in the geotechnical report for the project.
- An assessment of feasible shoring methods.
- A discussion of potential impacts shoring methods may have on the 525 Bay Street building, nearby utilities, and Bay Street (Washington State Department of Transportation right-of-way).
- Assessment of the overall stability of the shoring wall under static conditions.
- Recommendations for lateral earth pressures for use in shoring design.
- General recommendations for earthwork construction, structural fill placement and compaction, the depth to groundwater, and the maximum slope inclination for temporary excavations.
- A discussion of feasible constructing dewatering methods.
- A report for the proposed shoring design, summarizing the findings of our site reconnaissance, review of the available mapped information for the site, and the soil and groundwater conditions at the site based on the subsurface investigation. The geotechnical recommendations and conclusions will be summarized in a professional engineer sealed and signed report.

## Cost Estimate

Based on the understanding of the geotechnical scope of services requested, we estimate that the effort required for this the project can be completed for total fees not to exceed \$15,620. A summary of the estimated costs are presented in Table 1 below.

**Table 1: Cost Estimate Summary**

<b>Work Item</b>	<b>Estimated Cost</b>
Project Management	\$420
Structural Engineering	\$8,400
Site Reconnaissance and Field Exploration	\$1,400
Drilling Contractor Estimate	\$2,600
Review of Available Site Information	\$560
Engineering Analysis	\$700
Drafting and Report Preparation	\$1,540

\$15,620

Estimated costs are based on an hourly rate of \$140/hr. A deposit in the amount of \$11,000 will be required prior to the site reconnaissance and field exploration. The remaining balance would be collected at the time the report is available.

We look forward to the opportunity to work with you and serve your geotechnical needs on this project. Please contact me at your earliest convenience if you have any questions or would like to discuss any of the content of this proposal.

Sincerely,



Chris Heathman, PE  
Mud Bay Geotechnical Services, LLC

# **PORT OF BREMERTON**

## **AGENDA SUMMARY**

Agenda Item No: Action Item #3 – Marina Security Services  
Subject: Marina Security Contract  
Exhibits: Contract for Marina Security Services  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: May 23, 2023

### Summary:

This contract before the Commission is with SAFE Security Inc. to provide nighttime security for both the Port Orchard and the Bremerton Marinas, five nights a week. The review process included receipt of proposals from three different firms for the same Port marina security services.

SAFE Security, Inc. was the lowest provider of the proposed services, with an amount of \$5,824.00 billed monthly. The next highest bidders were Phoenix Protective Corp. at \$9,742.26 monthly and Security Services NW, Inc. at \$11,167.00 monthly. The contract includes Port dedicated security personnel, patrolling the marina docks, the parking lots, the marina park, boat launch, and waterfront boardwalk, responding to medical and other emergencies and ensuring public safety for the marina tenants, visitors, and community stakeholders.

The Port Orchard marina and Bremerton marinas combined include more than 550 permanent moorage slips for local marine vessels ranging in value from a few thousand dollars all the way to berthing multi-million-dollar yachts. Both marinas are positioned on the public waterfront for the Cities of Bremerton and Port Orchard and in areas that serve as busy public transportation hubs for the region. Ensuring a safe marine environment is a goal of the Port of Bremerton.

### Fiscal Impact:

The contract is for providing marina security to both Port Orchard and Bremerton, 5 nights a week, for \$5,824.00 billed monthly, beginning service on June 1, 2023. (\$69,888 annually).

### Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 2. Operate all Port facilities efficiently and cost effectively with a high degree of customer service.

### Recommendation:

Recommendation is to approve the contract with SAFE Security Inc.

### Motion for Consideration:

**Approve the selection of SAFE Security, Inc. for provision of nightly marina security services and authorize the CEO to execute the contract.**

**PORT OF BREMERTON  
AGREEMENT FOR PERSONAL SERVICES  
(CHAPTER 53.19 RCW)**

This **AGREEMENT FOR PERSONAL SERVICES** (“Agreement”) is made and entered into as of the later of the two signature dates below, by and between:

**PORT OF BREMERTON**  
Attn: Jim Rothlin  
8850 SW State Highway 3  
Bremerton, WA 98312

(the “Port”)

AND

**SAFE SECURITY**  
Attn: Christine Scott  
PO Box 3888  
Silverdale, WA 98383

(“Consultant”)

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**Term of Contract:** June 1, 2023 – May 31, 2024 , with two renewal options of one (1) year each

- **SCOPE OF WORK:** See attached Exhibit “A”
- **COMPENSATION:** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown herein: See attached Exhibit “B”.
- **GENERAL PROVISIONS:** Services covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.
- **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

**SAFE SECURITY**

**PORT OF BREMERTON**

Signature: *C. Christine Scott*  
C.Christine Scott (May 15, 2023 17:12 PDT)

Signature: \_\_\_\_\_

Name/Title: President

Name/Title: Jim Rothlin, Chief Executive Officer

Date: May 15, 2023

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

## GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Scope of Work.** The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of work and/or deliverables described in Exhibit "A" issued pursuant to and governed by the terms of this Agreement. A copy of the Exhibit "A," is attached hereto and incorporated herein by this reference. Additional tasks and/or Amendments to Exhibit "A" shall be attached hereto as Amendments and shall be made part of this Agreement upon approval as required herein. Any Amendment issued by the Port prior to the termination date of this Agreement shall be governed by the terms of this Agreement until completed even if the Amendment work extends beyond the termination date of this Agreement.

1.1 Services covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

**2. Term of Agreement.** The Consultant shall not begin work under the terms of this Agreement until the Port has specifically authorized the Consultant to do so in writing. The time required for completion of all work and, if appropriate under a schedule for completion of phases of the work, shall be specified. The completion date may be modified only upon written agreement of the parties hereto. The completion dates for Exhibit "A", may be, but are not required to be, extended in the event of a delay caused by Extra Work requested by the Port, or if the Consultant's work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of the Port and subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

**3. Compensation and Payment.** The Consultant shall be compensated on a retainer basis with the exception of travel on behalf of and approved in advance by the Port. The Consultant

shall receive no other payment for materials or disbursements unless expressly allowed by Exhibit "A".

3.1 Consultant shall supply Port with a monthly invoice and written documentation, satisfactory to Port, for all amounts due under this Agreement, including but not limited to project status and a narrative progress description of services rendered that is acceptable in form to the Port. All invoices submitted by Consultant to Port shall reference any applicable billing codes provided by Port to Consultant. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by Port and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by Port. In no event shall the Port be charged interest on payments due under this Agreement. If required by Port, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials, only the reimbursable expenses specifically listed in the attached Exhibit "A" will be payable expenses under this Agreement.

3.2 If Exhibit "A" specifies that the work is to be performed is on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the work regardless of the Consultant's cost to perform the work. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The Consultant's payment for the work shall not exceed the specific amount unless authorized in writing by the Port, as provided herein. The fixed fee amount comprises all of the Consultant's payment for the work and includes without limitation all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the work shall not exceed the specified amount unless first authorized by the Port.

3.3 The Consultant shall obtain the prior written approval of the Port for any charges for additional

services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. **Payment of Subconsultants.** At the time of project completion, the Consultant agrees to certify to the Port that all employees (including without limitation any union fees and any benefit plans), and subconsultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by the Port; the Port may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all subconsultants. All such subconsultants shall possess all licenses and insurance as required by the laws of the State of Washington.

5. **Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the

payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

5.2 In addition to the above, the Port reserves the right to suspend all or any portion of the work and services for Consultant's default or Port's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the Port may find the Consultant in default and terminate the Task Order and/or this Agreement.

6. **Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affect any other provision of this Agreement, the Consultant shall immediately notify the Port and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until the Port approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, the Port reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and those of its subconsultants errors or omissions, without additional compensation from Port.

7. **Insurance.** Consultant, if requested, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will

have employees located in the performance of its work covering its common law liability to such employees.

7.3 Commercial General Liability Insurance with limits of One Million Dollar (\$1,000,000 per occurrence and Two Million Dollar (\$2,000,000) aggregate and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

7.4 Each of the policies required herein, except for Workers' Compensation Insurance, shall endorse the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.5 The Consultant shall furnish the Port with copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its subconsultants for the term of this Agreement and for a period of one year thereafter. The Port's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.6 The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase

such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

8. **Consultant Not an Agent or Employee of the Port.** In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of the Port in any manner whatsoever. No employee of the Consultant shall be considered an employee of the Port even while performing work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Port by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Port.

9. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its subconsultants.

10. **Compliance with Applicable Law.** The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port. By executing this Agreement, Consultant further certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this

statement it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

11. **Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees (collectively "Port") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

11.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation

shall include, but is not limited to, all claims against the Port by an employee or former employee of the Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE PORT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

CS

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Port

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which the Port requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, or software programs provided by the Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

13. **Public Disclosure Request.**

Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.17.330 so as

to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

14. **Plans, etc. Property of Port.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port, shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultant's work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Port software, and shall be provided to the Port in a PDF or other appropriate electronic format. Consultants shall check with the Port for software application, system compatibility and preferred file type.

16. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged

person or a disabled or Vietnam-era veteran or a member of any other protected class.

17. **Federal Restrictions on Lobbying.** Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. **Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19. **Subletting or Assigning of Agreement.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the Port.

20. **Notices.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger, courier (including overnight air courier) or electronic transmittal, they shall be deemed delivered when received at the street address or electronic mail listed above. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not

execute or record (or make to be executed or recorded) any such document prior to the Port's review and approval.

22. **Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely in the Superior Court of the State of Washington in and for Kitsap County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous

substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

24. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the Project Manager or his/her supervisors are authorized to direct the work of the Consultant.

25. **Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

# Exhibit "A"

## II. SCOPE OF WORK

### Scope of Services:

**General-** The Port desires contractor to provide a nighttime security of certain marina facilities between the core hours of 10 PM and 4 AM, FIVE (5) days a week for a total maximum of 40 hours weekly. The service may occur any five days a week randomly but must include weekends. The security service at the following locations:

**Port Orchard Marina** 707 Sidney Parkway, Port Orchard, WA. Security services scope:

- Floating docks, vessels, breakwater, and overwater facilities at the A, B, C, D, and Guest Float docks, piers, gates, and landings.
- Marina Office, Marina Laundry Facility, Tenant Restrooms and Fuel Dock.
- Parking Lots at Marina Office (62 spaces) and boat Launch, boat launch parking (30 spaces), public restroom building located at 533 Bay Street, Port Orchard, WA.
- Port Marina Shop Building, park located at 555 Bay Street, Port Orchard WA
- Port Orchard Waterfront public park facility, playground, restroom, & pavilion, located at 933 Bay Street, Port Orchard WA.

**Bremerton Marina** inspection scope: 120 Washington Beach Ave., Bremerton WA

- Floating docks, vessels, and overwater facilities at the A, B, C, D, E docks and breakwater, piers, gates, and marina landings.
- Marina Office, Marina Laundry Facility, and Tenant Restrooms.

The security service will consist of patrol activities to monitor and discourage unauthorized, individuals and unauthorized activities by actively patrolling each area with an unarmed, uniformed, State Licensed Security Officer. Officer shall spend approximately 4.0 hours per night at each of the above-mentioned marina facilities, allowing for driving time, as required, between each site.

- Security officers will have successfully passed the state required background investigation including NCIC and WACIC crime information center checks and fingerprinted, and re licensed through the State of Washington
- Each Officer is neatly uniformed, well-groomed and carries cell phone communication
- Each Officer is provided emergency contacts, site map, and all instructions specific to the Ports of Bremerton and Port Orchard marina operations.

### **Deliverables:**

- Each Officer provides a Daily Log showing all activity for the shift, including areas checked results and any suggestions as appropriate (such as malfunctioning lighting, broken gates, etc.)
- Each Officer will submit an Incident Report if there is an occurrence of a higher priority episode such as law enforcement response or fire.

### **Schedule:**

- Timeline: Security Officer will be present five (5) nights per week, including all

weekends and holidays, for the period of 365 consecutive days.

**Contract Term:**

- The contract term is for one (1) year with the option to renew for two (2) additional terms of one (1) year each to be exercised at the Port's discretion.
- If proposer requests a pricing escalation for each renewal term, include the pricing structure escalation in the proposal.
- Upon successful completion of a three-year agreement, the Port and awarded contractor may negotiate additional renewal options.

**Additional Information:**

- The Port of Bremerton facilities are recreational marina facilities only and no TSA, US Customs, or TWIC cards are required for this security proposal. <https://www.tsa.gov/for-industry/twic>
- The anticipated shift is 8 hours with 4 hours at each facility. Prefer core security hours occur between 10 pm and 4 am. Anticipate scheduled lunches and time for travel between facilities.
- Parking in Port facilities is available. This contract is with the Port of Bremerton. The City is not included in this agreement.
- Key is available to secure closet for equipment.
- Electronic proposals will be accepted. E-mail electronic proposals to [jamesw@portofbremerton.org](mailto:jamesw@portofbremerton.org) with cc to [ellena@portofbremerton.org](mailto:ellena@portofbremerton.org). Request a delivery and read receipt on the e-mail. (Adobe PDF is the preferred format for electronic). If hardcopy submittal, single staple is sufficient binding.

# Exhibit "B"



09 March 2023

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

RE: Reissue of Request for Proposal #03-22-30011  
Port of Bremerton Marina Nighttime Security Services

We are enclosing our original bid dated 01 February 2023, as our initial bid was based upon an hourly rate of \$33.60, with time and one half for the holiday hours listed in our proposal. That hourly rate is still valid for this proposal for the period of one year only, beginning on the first day of the actual hours worked.

A five-day, 40-hour work week cannot be based upon a monthly bid as some months will have more weeks than others. Therefore, our submission is based by the hour. With 52 weeks in a year, and 40-hours per week, and an hourly rate of \$33.60 would result in an approximate annual fee of \$69,888, if no holidays are included in the work days. If a holiday is worked, those hours would be rated at time and one-half, or \$50.40 per hour.

Our initial references and other relevant information are also included again for your review.

Thank you for your continued trust.

A handwritten signature in blue ink that reads "Christine Scott".

Christine Scott, President  
Jeff Hale, CEO



01 February 2023

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

RE: Request for Proposal #03-22-30011  
Port of Bremerton Marina Nighttime Security Services

SAFE Security is pleased to respond to your request for a bid for upcoming nighttime security at both the Port of Bremerton and the Port Orchard Marina.

As you know, we have provided these services as outlined in your Proposal Form, and are very familiar with each of the sites.

Our Proposal Form is included with the estimated monthly fee. On that particular form, a "Total Monthly Price" is requested. However, Exhibit B asks for a specific breakdown of hourly rates.

We propose to invoice based upon actual hours worked at \$33.60 per hour, per Officer on site. Our holiday rate is time and one-half on the following dates:

- o New Year's Day
- o Memorial Day
- o Independence Day
- o Labor Day
- o Thanksgiving
- o Christmas

Based upon our familiarity with each of these sites, we also propose to have the Officer begin a shift at one or the other locations and spend a solid 3.75 hours at the site and then drive to the other site for the remainder of the shift. As in the past, we would have a dedicated site phone for the Officer on Duty for your convenience in contacting that individual as needed during his or her shift. It is our understanding that the shift would begin at 2200 hours (10 pm) through 0600 (6 am), even though on the second page of the RFP the hours are stated 2200-0400 (only 6.0 hours) as we believe that to be a mistype. We have signs for you to post, if desired, stating that the area is being patrolled.

We appreciate your trust and look forward to further discussion if chosen to go forward.

Sincere regards,

A handwritten signature in blue ink that reads "Christine Scott".

Christine Scott, President  
Jeff Hale, CEO

### III. PROPOSAL FORM

This proposal is made in accordance with the invitation for proposals authorized by the Port of Bremerton.

Bremerton Marina & Port Orchard Marina Security Services (Monthly)	<del>\$8,176.00</del> <sup>\$1,344.00</sup>
Plus Applicable State Sales Tax	\$0
Total Monthly Price Including Tax	<del>\$8,176.00</del>
<b>APPROX. ANNUAL</b>	<b>\$ 69,888.00</b>

#### ADDENDA ACKNOWLEDGEMENT

PROPOSER/COMPANY NAME: SAFE SECURITY

ADDRESS: PO BOX 3888, SILVERDALE, WA 98383-3888

EMAIL: [JEFFHALE@SAFESECURITY.US](mailto:JEFFHALE@SAFESECURITY.US), [CSCOTT@SAFESECURITY.US](mailto:CSCOTT@SAFESECURITY.US)

PHONE: 360-698-9800

CONTRACTOR UBI NO: 601-666-792

#### References

Paul Orr, Property Manager  
Reid Property Management  
[Paul@ReidPM.com](mailto:Paul@ReidPM.com)  
360-698-4026  
Providing security patrol services since 2015 to multiple sites

Becca Webb, Property Manager  
KIMCO Property Management for SAFEWAY Plaza  
[bwebb@kimcorealty.com](mailto:bwebb@kimcorealty.com)  
428-818-1282  
Providing security patrol services since 2019

Ed Schofield, Commissioner  
Port of Silverdale  
360-340-8264  
Providing security patrol services since 1998

Andi Reed, Director of Property Management  
Bremerton Housing  
[areed@bremertonhousing.org](mailto:areed@bremertonhousing.org)  
360-633-0284  
Providing dedicated officer for security patrols of 4 different properties since 2021

Dionna McNellis  
Property Manager for Tim Ryan Construction  
[dionna@timryanconstruction.com](mailto:dionna@timryanconstruction.com)  
360-779-7667  
Providing security on site services since 2013

**SUPPLEMENTAL QUESTIONS**

**A. "Pro-Forma" Agreement Terms & Conditions:** Once the Proposer has carefully read the proposed Agreement, please indicate general acceptance of the terms and conditions.

Yes  No

**B. Legal Action:** Are there any current or recent (within past five years) legal action in progress or taken against the firm or individuals.

Yes  No

If yes, please disclose:

**C. Disclosure:** Are there any business transactions and relations within the past five years that may create or be perceived to create a conflict of interest. Any business dealings or recommendations of product or firm that may be in conflict with the project shall be disclosed.

Yes  No

If yes, please disclose:

**Responsible Bidder Certification**

In accordance with RCW 39.04.350, the undersigned bidder declares under penalty of perjury that said bidder is in compliance with the responsible bidder criteria requirement, and that within the three-year period immediately preceding the date of this bid solicitation, has not received a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct:	
Signature: <i>C.C. Scott</i>	Date: <i>25 JAN 2023</i>
Print Name and Title <i>C.C. SCOTT, PRES</i>	Location or Place Executed: (City, State) <i>Silverdale, WA.</i>

# 2023-05-15\_POB Contract\_Safe Security

Final Audit Report

2023-05-16

Created:	2023-05-15
By:	Ellen Ataie (ellena@portofbremerton.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW0TLvR4KttN_wh_arf5A8UQnjx3XfdMs

## "2023-05-15\_POB Contract\_Safe Security" History

-  Document created by Ellen Ataie (ellena@portofbremerton.org)  
2023-05-15 - 3:39:20 PM GMT
-  Document emailed to C. Christine Scott (cscott@safesecurity.us) for signature  
2023-05-15 - 3:40:44 PM GMT
-  Email viewed by C. Christine Scott (cscott@safesecurity.us)  
2023-05-16 - 0:11:08 AM GMT
-  Document e-signed by C. Christine Scott (cscott@safesecurity.us)  
Signature Date: 2023-05-16 - 0:12:40 AM GMT - Time Source: server
-  Agreement completed.  
2023-05-16 - 0:12:40 AM GMT