

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

**A G E N D A**

April 9, 2019  
10:00 AM

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

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Consent Items**

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

- A. Minutes of the regular business meeting and executive session of March 26, 2019.
- B. Payment of checks #103944 through #103981 and #901002 and #79268 and #79272 through #79326 from the General Fund for \$205,844.09; #79269 through #79271 from the Construction Fund for \$45,610.37 and the payment of payroll taxes for \$19,810.23.

**Information Items**

1. Cruise of Americas – James Weaver, Director of Marine Facilities
2. Port Report "Looking Back-Moving Forward" – Jim Rothlin, Chief Executive Officer

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

**Action Items**

1. Marina On-Call Engineering Services, Art Anderson Associates

**Commission New Business**

**Staff Reports**

**Commission Reports**

**Executive Session** *(if necessary)*

**Adjournment**

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

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>04/09</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</i>
<i>04/16</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Board</i>
<i>04/18</i>	<i>3:15 pm</i>	<i>Kitsap Regional Coordinating Council (KRCC) TransPOL Meeting</i>
<i>04/22</i>	<i>7:00 pm</i>	<i>*Kitsap Ports</i>
<i>04/23</i>	<i>12:30 pm</i>	<i>*Kitsap Aerospace &amp; Defense Alliance (KADA) Steering Committee</i>
<i>04/23</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</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**

March 26, 2019  
6:00 PM

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

**Commissioners and Staff Present**

Commissioners

Larry Stokes  
Cary Bozeman  
Axel Strakeljahn

Staff Members

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

**Call to Order**

President Stokes called the meeting to order at 6:00 p.m. and invited the 2019 Fathoms O'Fun Royalty Court present in the audience to lead the Pledge of Allegiance. The Court then introduced themselves and provided their platforms.

Queen Rosellen Berberich – Global Girls Alliance  
Prince Cory Miller – Overcoming Obstacles, Bullies and the Power of Self-Confidence  
Duchess Veronica Mihai – Inspiring Girls to be Confident and Bold

Pageant Royalty Program Director Helene Jensen provided the Court with Fathoms buttons to present to the Board and audience for donation to support their scholarship program.

Commissioner Stokes, with a heavy heart, announced that the Port lost one of their own the day before with the sudden passing of Senior Accountant Carol Inman. Ms. Inman had been with the Port for over 18 years and was an extremely dedicated employee who was always first to volunteer and give of herself and her time. He asked for a moment of silence in remembrance of Ms. Inman.

## **Approval of Agenda**

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

Approve the Agenda as presented.

**MOTION CARRIES, 3-0**

## **Consent Items**

- A. Minutes of the regular business meeting and executive session of March 12, 2019.
- B. Payment of checks #103911 through #103943 and #79193 through #79196 and #900997 through #901001 and #79203 through #79267 from the General Fund for \$216,595.57; #79192 and #79197 through #79202 from the Construction Fund for \$113,044.33 and the payment of payroll taxes for \$18,546.25. Void Checks #79070, #79119 #79167, #78103.

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

Approve the Consent Items as presented.

**MOTION CARRIES, 3-0**

## **Information Items**

1. Fathoms O'Fun Festival – Civil War Reenactment – Sharron King, Fathoms Chair

Ms. King introduced Deb Quinn with the historical 4<sup>th</sup> U.S. Infantry Company C based in Steilacoom. Ms. King explained Company C fought in the Civil War and included Lieutenant William Slaughter who our County was named after prior to being renamed Kitsap County. Ms. Quinn had requested the Company C reenactors participate in the 2019 Fathoms O'Fun parade and Ms. King approved but also suggested it be taken a step further and have the reenactors set up exhibits in Port Orchard during the festival.

Ms. King requested the Board's permission to set up three officer tents and six soldier tents in the grassy area near the Port Orchard Marina office and ten tents and the hospital unit in the grassy area near the public boat launch along with using the Soroptimist Overlook to display living history. The tents would be open for the public to see how the officers and soldiers lived during war time. She explained further detail on the displays and encampment along with noting Company C has offered to put on a formal grand ball in full period dress the evening following the parade.

Ms. Quinn presented photos from the civil war re-enactors event at the Battleground in Chehalis. And provided descriptions and detail on the following:

- General Lee and General Grant
- Officer Wall Tent
- Mess Hall
- Soldier's tents
- Hospital Steward

- The Navy
- Navy weapon display
  - There was discussion on weapons and their historical significance. A council member with the City of Port Orchard has voiced concerns over the guns so, out of respect, Company C chose not to display the weapons. Commissioner Stokes spoke to the significance of the historical guns and stated he would support displaying the weapons and would be glad to discuss the situation with the City Council.
- Women doing taps and grieving for fallen soldiers
- Different scenes from the reenactment
- Firing demo at the end of reenactment

Ms. King reiterated their request for permission to use Port property and facilities. Following Board discussion, Director of Marine Facilities James Weaver stated that Port staff has been working closely with the group and endorses their request including overnight stays. The Board provided their support so long as Fathoms and Company C continue to coordinate with Port staff.

## 2. Project Updates – Arne Bakker, Director of Business Development

Mr. Bakker provided schematics and updates with Board discussion on the following two projects:

- NE Campus Lot 2
  - 95% completion of building design
  - Reviewed project phases
  - Bid opening scheduled for May 31
  - Discussed potential costs / parking / loading ramp
  - Letter of intent has been signed
  - Discussion on potential for second building and lease terms
- Wedge Development
  - Provided site and grading plan
  - Reviewed project phases
  - Bid opening for building construction anticipated for end of June
  - Discussion on potential for park and walking trails and the area remaining aesthetically pleasing.

## **Citizen Comments**

Joe Manke, resident of Mason County and an owner/operator of The Ridge Motorsports Park

- Provided background and current plans of The Ridge Motorsports Park highlighting that it continues to be developed with private money only and discussed his concerns about any organization such as the Port coming in with public funds to compete with The Ridge. The Board clarified that the Port is not operating the proposed track; it is only leasing the land and no Port money is being invested in the project. It is felt, however, the project

could enhance Ridge's business because it brings attention to this area as a racing region and could be a multi-state draw.

Tracie Schmitt, General Manager of The Ridge Motorsports Park

- Provided her background stating she was brought in to grow the facility. She discussed her concerns with Circuit of the Northwest's business model, the potential for oversaturating the market and conflict of interest, and the use of public funds. The Board suggested the message be presented to Kitsap Public Facilities District as they are ones considering awarding the funds. Ms. Schmitt expressed they wanted to give their perspective and thought it advantageous for everyone to know the very real struggles in motorsports.

### **Action Items**

1. Lease Amendment with Circuit of the Northwest  
*Presented by Jim Rothlin, Chief Executive Officer*

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

Authorize the Port CEO to execute documents relating to the Lease Amendment with Circuit of the Northwest to incorporate Section 2.2 of the Interlocal Agreement with Kitsap Public Facilities District

Following discussion;

**MOTION CARRIES, 3-0**

**Commission New Business - None**

### **Staff Reports**

*Jim Rothlin, Chief Executive Officer*

- Staff is currently working through the process to outsource payroll. Discussed that process and the efficiencies within the new system which should save significant time and money.
- Marina Square development is underway along the Bremerton waterfront which included closing the marina tenant parking lot. Mr. Weaver joined the discussion regarding the situation and the parking options available. It was noted it is an inconvenience to boaters and the Port is doing everything possible to assist customers and make it a tolerable situation until the Port regains its marina parking in the Marina Square parking garage.

### **Commission Reports**

*Commissioner Strakeljahn*

- Attended the Kitsap Aerospace & Defense Alliance (KADA) meeting.

*Commissioner Bozeman*

- Questioned how the Port came out after the snow. CEO Rothlin provided detail on the Port's reaction to the snow events stating staff all pulled together and did a great job.

*Commissioner Stokes*

- Attended the KADA meeting.

**Executive Session**

President Stokes recessed the meeting at 7:10 p.m. and reconvened into executive session at 7:15 p.m. for approximately 30 minutes regarding: real estate issues [RCW 42.30.110(1)(c)]. At 7:45 p.m. executive session was extended for 10 minutes and at 7:55 p.m. extended for another 5 minutes.

At 8:00 p.m. the regular meeting was reconvened.

**Adjournment**

There being no further business before the Board, the meeting was adjourned at 8:00 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
April 4, 2019

Axel Strakeljahn  
Commission Secretary  
April 9, 2019

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

**MINUTES**

March 26, 2019  
7:15 PM

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

**Call to Order**

President Stokes called the executive session to order at 7:15 p.m., March 26, 2019.

**Commissioners and Staff Present**

Commissioners  
Larry Stokes  
Cary Bozeman  
Axel Strakeljahn

Staff Members  
Jim Rothlin  
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 8:00 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
April 4, 2019

Axel Strakeljahn  
Commission Secretary  
April 9, 2019

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

Agenda Item No: Action Item #1  
Subject: Selection of Engineering Firm for Marina Consulting Services  
Exhibits: Consultant Agreement  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: April 9, 2019

**Summary:**

On April 18, 2018 the Port published a Request for Statement of Interest and Qualifications for On Call Engineering Consulting Services to provide marine related design and engineering services to the Port of Bremerton Marinas for a period not to exceed Three (3) years in accordance with procedures set forth. The Marina has ongoing pier & piling maintenance programmed for 2019 and beyond, and additionally have the preliminary engineering and assist in early design and maintenance of the Port Orchard Breakwater.

Seven companies submitted SOI/Qs: KPFF, Reid Middleton, PND, ER Electrical Engineers, Moffatt & Nichol, Infrastructure Engineers, GHD, Art Anderson Associates. A selection board consisting of the COO, Director of Marine Facilities, & Harbor Maintenance Lead, reviewed, graded and ranked each proposal. The top firms: PND and Art Anderson Associates were evaluated and interviewed. Based upon the SOI/Q submitted, the interview, and due diligence completed, Port staff is recommending the selection of Art Anderson Associates for on-call Marine Engineering Consulting Services.

**Fiscal Impact:**

None. The marine preliminary engineering and design project funding is identified and funded as a component of the 2019 Marine Facilities Capital budget.

**Recommendation:**

Staff recommends the selection of Art Anderson Associates for Marine Consulting Services for a period not to exceed three (3) years.

**Motion for Consideration:**

**Move to approve the selection of Art Anderson Associates for Marine Consulting Services and authorize the CEO to execute the consultant agreement.**

## CONSULTANT AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the PORT OF BREMERTON ("Port"), a municipal corporation and ART ANDERSON ASSOICATES ("Consultant"), for the furnishing of professional services for On Call Engineering (#03-17-0262) hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

### I. SCOPE:

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

### II. COMPENSATION:

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

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

### III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment A is \$50,000.00 and *shall not be exceeded without the written*

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

IV. CHANGES:

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

V. ACCOUNTING RECORDS:

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

VI. RESPONSIBILITIES OF THE PORT:

A. The Port shall designate a project management team to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is James Weaver, Director of Marine Facilities. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.

B. As an accommodation to the Consultant, the Port will, upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections and reports as it may have in its possession or hereafter obtain. Such information shall be for general guidance only, and the Port in no way warrants its sufficiency, adequacy or correctness, or any interpretations, deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of the Consultant who shall, prior to such use, have satisfied itself that such information is adequate for such use.

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

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

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

VIII. OWNERSHIP OF DOCUMENTS:

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

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

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

IX. NON-DISCRIMINATION:

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

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

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

X. TERMINATION:

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

XI. PERSONNEL:

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

XII. INTEREST OF CONSULTANT:

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

XIII. COMPLIANCE WITH APPLICABLE LAWS:

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

XIV. EXTENT OF AGREEMENT:

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

XV. GOVERNING LAW:

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

XVI. INDEMNIFICATION:

A. General Liability

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

B. Errors and Omissions

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

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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

PORT OF BREMERTON

ART ANDERSON ASSOICATES

By \_\_\_\_\_  
Jim Rothlin, CEO

By \_\_\_\_\_  
Print Name \_\_\_\_\_

Attachments:

"A" Scope of Work & Fee Proposal



January 23, 2019  
FWPOB103

Re: On-Call Engineering Consultant Agreement – Attachment A

### Scope of Services

Per the Port of Bremerton Request for Qualifications published last April 18, 2018, Art Anderson Associates (AAA) is to provide architectural and engineering services to support the maintenance, repair, and new project development over a three-year period at the Port's marine facilities. The quantity and duration of projects will depend on the Port's requirements and needs for these services. These services may include, but not limited to:

- Civil
- Architectural
- Mechanical
- Electrical
- Site planning/permitting/development/plan review
- Structural
- Water/wastewater/storm water/drainage
- Construction plans and specifications
- Construction support
- Cost estimating

During instances where the need arises, AAA may complement its services by, with the Port's prior approval, subcontracting certain parts of the projects to reliable professional firms or individuals.

### Schedule of Fees

The Port will issue a request for proposal for each task order which will define the work being requested. Proposals for services will be on an hourly basis where the following rates (AAA's 2019 Schedule of Charges) shall apply to cover salaries, taxes, insurance, administration, general overhead, and profit:

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$220
Project Manager	\$175
Senior Engineer/Sr. Architect	\$140
Engineer/Architect/Sr. Designer	\$105



Designer	\$ 90
CAD Drafter	\$ 75
Project Coordinator	\$ 70
Clerical	\$ 55

Reimbursable expenses will be charged at the rates shown below:

Automobile Travel	IRS Rate
Consultant Costs	Actual cost plus 10%
Travel Costs	Actual cost plus 10%
Food and Lodging	Actual cost plus 10%
Photocopying (B & W)	\$.05/copy plus operator time
Photocopying (Color)	\$.20/copy plus operator time
Plotter Bond	\$.55/sq ft plus operator time
Plotter Presentation	\$.85/sq ft plus operator time
Plotter Vellum/Mylar	\$1.30/sq ft plus operator time
Other Reproduction Costs	Actual cost plus 10%

Note: Minimum charge when stamping work is \$1,000.00.