

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

**A G E N D A**

May 28, 2019  
6:00 PM

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

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Consent Items**

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

- A. Minutes of the regular business meeting and executive session of May 14, 2019.
- B. Payment of checks #            through #            from the Construction Fund for \$            ; and checks #            through #            , #            through #            , and #            through #            from the General Fund for \$            ; and the payment of payroll taxes for \$            .

*Check numbers and amounts to be provided once finalized*

**Information Items**

- 1. Bremerton Pilots Association (BPA) Youth Aviation Scholarship Presentation – Doug Haughton and Kevin Hurley

**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. Interlocal Agreement with Peninsula Regional Transportation Planning Organization
2. Construction Administrative Services Agreement with Century West Engineering for the 2019 Bremerton National Airport Lighting, Signage, NAVADs, and Electrical Improvements Project (FAA AIP #3-53-0007-032-2018, -033-2019)

**Commission New Business**

**Staff Reports**

**Commission Reports**

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

**Adjournment**

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

<u>Date</u>	<u>Time</u>	<u>Meeting</u>
05/28	12:30 pm	*Kitsap Economic Development Alliance (KEDA) Steering Committee
05/28	6:00 pm	*Commission Regular Meeting – Bill Mahan Conference Rm
05/30	11:30 am	Puget Sound Regional Council (PSRC) General Assembly
06/04	10:15 am	Kitsap Regional Coordinating Council (KRCC) Executive Board
06/11	10:00 am	*Commission Regular Meeting – Bill Mahan Conference Rm

*Meetings are subject to change or cancellation*

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

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

**MINUTES**

May 14, 2019  
10:00 AM

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

**Commissioners and Staff Present**

Commissioners

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 10:00 a.m. and led the Pledge of Allegiance.

He made a statement announcing that after much deliberation with his wife, he would not be seeking reelection. They are looking forward to spending more time at their second home in Utah, winter in Arizona, and a motorhome trip to the east coast to visit a new great grandbaby. He thanked the Commission and Port for their support over the last 12 years. The other Board members congratulated him on his difficult decision and thank him for what he has brought to the Port and the community.

**Approval of Agenda**

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

Approve the Agenda as presented.

**MOTION CARRIES, 3-0**

## Consent Items

- A. Minutes of the regular business meeting and executive session of April 23, 2019.
- B. Payment of checks #79327 through 79330 and #79343 through #79410 and #901005 and #79411 through #79413 and #901006 through #901008 and #79417 through #79489 from the General Fund for \$444,715.66; #79337 through #79342 and #79414 through #79416 from the Construction Fund for \$200,800.07.

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

Approve the Consent Items as presented.

**MOTION CARRIES, 3-0**

## Information Items

1. Legislative Update – Dylan Doty, Doty & Associates.

Mr. Doty commented he was sorry to see Commissioner Stokes go appreciating all he has done.

He provided an overview and highlights of the 105-day budget session that ended on time on April 28:

- Almost 2500 bills introduced.
- This was Frank Chopp's last year as Speaker of the House; John Lovick was named interim speaker. Described the process to appoint a new speaker who will officially take over at the start of the 2020 legislative session.
- Relatively quiet year for legislators with only two mid-term elections scheduled
- Discussed elements of the operating, capital, and barebones transportation budgets which all passed. He detailed project asks during this session and upcoming sessions.
- Comprehensive look at bills that were passed especially those affecting ports and state revenue bills.
- Legislature did not touch I-976, placing limits on motor vehicle taxes which means it will be on the ballot in the upcoming election.
- Next year is an "off-year" or supplemental budget year.
- A big push in the biennial budget will be for the Port Orchard Marina breakwater; ask for next year will be industrial park spec building. Discussion on potential ask for extension of Airport-Industrial Way and leverage with possible Puget Sound Regional Council funding.

Mr. Doty proposed having a "Day at the Port" for legislators similar to previous "Day on the Hill" luncheons in Olympia. It would provide an opportunity to invite legislators in the 23<sup>rd</sup>, 26<sup>th</sup>, and 35<sup>th</sup> districts to tour Port facilities. Suggested a September timeframe after the Port's economic impact study is complete. The Board agreed with that timing and also suggested doing a Port community day.

2. Peninsula Regional Transportation Planning Organization (PRTPO) Briefing – Port Orchard Council Member Bek Ashby, PRTPO Executive Board Vice-Chair.

Council Member Ashby offered congratulations and appreciation for all Commissioner Stokes has done for the community.

She clarified that Peninsula RTPO does not ask for money; there are no dues, fees or assessments – their funding comes from the state legislature. She provided history on the organization which began in 1990 with the Olympic Region of Washington State Department of Transportation (WSDOT) being the lead agency. WSDOT has announced they will no longer be in that roll and Kitsap Transit has agreed to take on the additional work and responsibility. With this change, PRTPO will need to be recertified so the organization's bylaws and interlocal agreements have been updated and realigned.

Commissioner Strakeljahn explained the Port has been involved with PRTPO for many years and explained the update process and the need to ratify the updated interlocal agreement. Council Member Ashby responded to Commissioner Bozeman's question on growth issues and discussed PRTPO's partnership with Puget Sound Regional Council (PSRC).

CEO Rothlin stated the new interlocal agreement with Peninsula RTPO will be reviewed by the Port Attorney and brought before the Board at the next meeting.

### **Citizen Comments**

Roger Gay, South Kitsap

- Suggested that we interact with legislators as soon as possible to get a date on the books for the legislative day at the Port.
- Thanked Commissioner Stokes for his service; what he does for the community is phenomenal and will be difficult to replace.

Doug Haughton, Bremerton Pilots Association (BPA) President

- Goes back 40 years with Commissioner Stokes including his previous terms; appreciate his service and cooperative efforts.
- Offered BPA's assistance is supplying airplanes/pilots for tours for any "show and tells."

Jack Edwards, Port Orchard

- Thanked Commissioner Stokes for his many years of service and publicly announced he is officially running for Bremerton Port Commissioner District 2. With all Commissioner Stokes accomplishments, he left big shoes to fill and, if elected, would like to follow in his footsteps.

## Action Items

1. Resolution 2019-11 supporting a revised WSDOT Airport Aid Application for the 2019 Airfield Lighting, Signage, NAVAIDS, Electrical Improvements Project.

*Presented by Fred Salisbury, Chief Operations Officer.*

Following presentation and discussion;

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

Approve Resolution 2019-09 supporting a WSDOT Airport Aid Application for the 2019 Airfield Lighting, Signage, NAVAIDS, Electrical Improvements Project.

**MOTION CARRIES, 3-0**

**Commission New Business** - None

## Staff Reports

*Jim Rothlin, Chief Executive Officer*

- Saddened by the news that Commissioner Stokes will not be running but respects the decision. Appreciated the direct and upfront conversations over the years.
- Airport entry monument is being removed this week for refurbishment and is expected to be back in place in less than a month.
- American Cruise Line will arrive this Friday around noon; detail was provided on the cruise ship process.
- Described the Port's participation in the City of Port Orchard's community service day.
- Announced that for the first time both marinas are at full capacity for permanent moorage with waiting lists. James Weaver, Director of Marine Facilities, discussed the reasoning and efforts attributed to it. CEO Rothlin provided the marketing history.
- Discussed agenda for the upcoming Washington Public Ports Association (WPPA) spring meeting being held in Spokane starting tomorrow.
- Introduced Warren Hendrickson, the Port's new Airport Manager. Mr. Hendrickson stated it was a pleasure to be here and thanked staff for the warm welcome. He commented that he would be speaking on airport best practices at both the WPPA spring meeting and the Washington Airport Management Association (WAMA) annual conference. In follow-on to Mr. Doty's report, he discussed airport grant funding and the creation of the Community Aviation Revitalization Board (CARB) through legislation.

## Commission Reports

*Commissioner Strakeljahn*

- Reported on the recent Kitsap Regional Coordinating Council Executive Board meeting.

- Forecast is for hot and dry weather - reminded everyone to be aware of increased fire danger.

*Commissioner Stokes*

- Discussed the City of Port Orchard's community service day and requested a letter of appreciation be sent to the Mayor to forward to the volunteers.
- Reported on the 150<sup>th</sup> anniversary of the Golden Spike ceremony he recently attended in Utah.

**Executive Session**

President Stokes recessed the meeting at 11:35 a.m. and reconvened into executive session at 11:40 a.m. for approximately 20 minutes regarding: potential litigation [RCW 42.30.110(1)(i)] and real estate issues [RCW 42.30.110(1)(c)].

At 12:00 p.m. the regular meeting was reconvened.

**Adjournment**

There being no further business before the Board, the meeting was adjourned at 12:00 p.m.

Submitted,

Jim Rothlin  
Chief Executive Officer  
May 23, 2019

Approved,

Axel Strakeljahn  
Commission Secretary  
May 28, 2019

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

**MINUTES**

May 14, 2019  
11:40 AM

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 11:40 a.m., May 14, 2019.

**Commissioners and Staff Present**

Commissioners

Larry Stokes  
Cary Bozeman  
Axel Strakeljahn

Staff Members

Jim Rothlin  
Fred Salisbury  
Arne Bakker  
Anne Montgomery, Atty

**Item #1:** Legal issues related to potential litigation were discussed [RCW 42.30.110(1)(i)].

**Item #2:** 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 12:00 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
May 23, 2019

Axel Strakeljahn  
Commission Secretary  
May 28, 2019

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

Agenda Item No:     Action Item 1  
Subject:             Peninsula RTPPO Interlocal Agreement  
Exhibits:            Interlocal Agreement  
Prepared By:        Jim Rothlin, CEO  
Meeting Date:       May 28, 2019

**Summary:**

The Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement (ILA) executed in 1990 including the counties of Clallam, Jefferson, Kitsap and Mason. Recently the PRTPO undertook updating of the ILA to:

- Reflect statutory and regulatory changes;
- Memorialize a clearer operating structure;
- Give voting membership to every public agency who signs the updated ILA
- Reflect the change of lead planning agency following WSDOT's notification that it will no longer serve in that role.

The Port of Bremerton has been a member of the PRTPO Executive Board for many years. Some of the key duties of the PRTPO are:

- Development of the long-range Regional Transportation Plan (RTP) to guide development of regional transportation systems;
- Development and regular updating of the Regional Transportation Improvement Program (RTIP);
- Certifying concurrency of the transportation elements of local comprehensive plans; and
- Evaluation and prioritization of grant application for programs such as the Public Transportation Consolidated Grant Program and the Transportation Alternatives Programs (TAP)

The strength of the PRTPO springs from its members and their collective knowledge of local and regional transportation needs and the power of collaboration. By executing the ILA, the Port of Bremerton will be a member with full voting rights on all matters brought before the Executive Board and will have a seat on the Technical Advisory Committee. This agreement has been reviewed by legal counsel.

Fiscal Impact:

The work of the PRTPO is funded through a planning grant from Washington State Department of Transportation. No direct dues or assessments are levied on members.

**STRATEGIC PURPOSE:**

This action supports the Commission's Strategic Plan 1c., to proactively participate in regional economic development efforts and initiatives.

Recommendation:

To approve the updated Interlocal agreement with the Peninsula Regional Transportation Planning Organization.

Motions for Consideration:

**Move to approve and sign the Interlocal Agreement with Peninsula Regional Transportation Planning Organization.**

# INTERLOCAL AGREEMENT

for the

## PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS AGREEMENT is made and entered into by and between the undersigned public agencies to establish and jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO), pursuant to provisions of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, and the Growth Management Act, chapters 36.70A and 47.80 RCW.

### Recitals

WHEREAS, the undersigned public agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to implement a comprehensive regional transportation planning process; and

WHEREAS, the undersigned public agencies adopt transportation plans; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned public agencies that state and regional transportation planning should receive policy direction from all affected governments and special purpose districts and major employers; and

WHEREAS, the undersigned public agencies are authorized and empowered to enter into this agreement pursuant to RCW 47.80.020 and chapter 39.34 RCW; and

WHEREAS, the undersigned public agencies recognize that the Interlocal Agreement (ILA) establishing the PRTPO in 1990 needs to be reviewed and updated to conform to current law and practices, and that now is an opportune time given the impending change of the Lead Planning Agency. This 2019 ILA fully replaces and supersedes the 1990 ILA.

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

### Agreement

#### 1. Organization and Membership

The Peninsula Regional Transportation Planning Organization (PRTPO), a separate legal entity, originally established in 1990 and hereby re-established, encompasses the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

Voting membership in the PRPTO shall be open to the following public agencies within the boundaries of the PRTPO: all county and city governments, all federally recognized tribes, all port districts organized under title 53 RCW, all transit districts organized under chapter 36.57A RCW, and the WSDOT Olympic Region. Current voting membership belongs to each of the public agencies who have executed this Agreement. New voting members may be added by the execution of this Agreement when approved by the Executive Board.

Nonvoting membership is authorized and encouraged to facilitate cooperative regional transportation planning. Nonvoting membership shall be open to community organizations, employers and other public agencies that are not voting members. Nonvoting membership shall be as approved by the voting membership in accordance with the Bylaws.

## 2. Purpose and Authority

The purpose of the PRTPO is to fulfill the legislature's intent to have local jurisdictions, tribes, and the state come together for coordinated transportation planning and to have an interconnected and coordinated transportation system that achieves both statewide and local transportation goals.

To accomplish these purposes, the PRTPO shall have the following authority and duties, as established by chapter 47.80 RCW:

- A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.
- B. Foster cooperation and collaboration among local, state and tribal governments throughout the region.
- C. Maintain an ongoing transportation strategy for the region and coordinate actions of local and state government so that we may make the best use of our land, air, water and energy resources and overcome the problems of waste and pollution.
- D. Develop and adopt a Regional Transportation Plan that is consistent with countywide planning policies, with county and city transportation plans, and with state transportation plans.
- E. Certify that transportation elements of comprehensive plans adopted by Clallam, Jefferson, and Mason Counties and cities therein are consistent with the Growth Management Act and with the PRTPO's Regional Transportation Plan. Also, where appropriate, certify that their countywide planning policies adopted under RCW 36.70A.210 and the adopted Regional Transportation Plan are consistent.
- F. Develop a six-year Regional Transportation Improvement Program (RTIP) for areas within Clallam, Jefferson and Mason counties that proposes regionally significant transportation project and programs and transportation demand measures.

- G. Develop a Coordinated Transit-Human Services Transportation Plan and include specific opportunities and projects aimed to advance special needs coordinated transportation.
- H. Designate and direct a lead planning agency to coordinate preparation of the Regional Transportation Plan and carry out other responsibilities of the PRTPO as set forth in the Bylaws.
- I. Provide assistance to others to develop level of services standards or alternative transportation performance measures and review those standards of GMA counties and cities to promote a consistent regional evaluation of transportation facilities and services.
- J. Foster and facilitate cooperation and coordination between other regional transportation planning organizations and metropolitan planning organizations.
- K. Foster transportation facilities which encourage economic growth and stability for the region.
- L. Provide assistance and information to public agencies in their preparation of local transportation plans.

3. Organization Structure

The PRTPO shall have the following structure as set forth herein and as further described in the Bylaws.

- A. Executive Board. An Executive Board is hereby established to be the governing body of the PRTPO. All voting members shall have representation on the Executive Board as described in the Bylaws.
- B. Transportation Policy Board. A Transportation Policy Board is hereby established to provide policy advice to the Executive Board on regional transportation issues as provided by RCW 47.80.040. Composition of the Transportation Policy Board shall be determined as provided in the Bylaws.
- C. Technical Advisory Committee. A Technical Advisory Committee is hereby established to provide technical advice to the Executive Board on all matters that may come before the Board. Composition of the Technical Advisory Committee shall be determined as provided in the Bylaws.
- D. The Executive Board may establish other committees as needed to perform the duties of the PRTPO as provided in the Bylaws.

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4. Bylaws

Bylaws shall be adopted to carry out the purpose and objectives set forth herein and shall, at a minimum, include schedules and rules for meetings as well as voting structures for the PRTPO and any board or committee thereof. The Bylaws shall initially be adopted by a majority vote of the total members of the organization and shall be amended as provided for in the Bylaws.

5. Lead Planning Agency

The PRTPO shall designate a Lead Planning Agency to perform the duties required by chapter 47.80 RCW and such other duties as assigned by the Executive Board.

The duties of the Lead Planning Agency shall include, but not be limited to, the following: provide staff support and coordination for the Executive Board, the Transportation Policy Board and the Technical Advisory Committee; hire, supervise and administer personnel, contractors and consultants as directed by the Executive Board; and provide such information, data, inventories and services as may be necessary to carry out the purposes of the PRTPO.

6. Fiscal Agent

The PRTPO shall designate a Fiscal Agent to perform the financial duties as assigned by the Executive Board. These may include, but are not limited to, the collection and disbursement of funds for the purposes of the organization and the provision of information, data, and services as may be necessary to carry out the financial obligations of the PRTPO. At the Executive Board's discretion, the Fiscal Agent may be the same entity as the Lead Planning Agency.

7. Financing

The PRTPO shall be financed in a manner as provided for in the Bylaws and through such local, state, federal, and/or private funding as becomes available. The PRTPO, or the Lead Planning Agency on behalf of the organization, is authorized to apply for such federal, state or private funding of any nature as may become available to assist the PRTPO in carrying out its purposes and functions.

8. Budget

The Lead Planning Agency shall develop a budget which will meet the anticipated expenses of the PRTPO for the coming budget year. The Lead Planning Agency shall submit the proposed budget to the Executive Board for review and comment.

9. Insurance

The Executive Board shall procure insurance sufficient to provide adequate coverage for the obligations and liabilities of the PRTPO.

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10. Duration

This Agreement is perpetual unless a member decides to withdraw from the PRTPO pursuant to Section 11 or the members agree to dissolve the PRTPO pursuant to Section 12 of this Agreement.

11. Withdrawal from the PRTPO

Any member shall have the right to withdraw from the PRTPO and this agreement by giving six months written notice to the Executive Board. The remaining members agree that such withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements of the PRTPO. Further, such withdrawal will not affect the continuation of the PRTPO unless the requirements of RCW 47.80.020 are no longer met.

12. Dissolution of the PRTPO

The PRTPO may be dissolved at any meeting of the Executive Board by a majority vote of all voting members, so long as all voting members were provided at least six months written notice of the proposed dissolution, or as otherwise provided for in the bylaws, and all voting members were provided an opportunity for comment on the motion.

Upon dissolution of the PRTPO, all liabilities, costs, expenses, and charges validly incurred shall be resolved. If any funds or assets of the PRTPO remain, such shall be returned as provided by law or contract, or distributed as determined by the Executive Board. The debts, liabilities, and obligations of the PRTPO shall not constitute a debt, liability or obligation of any member.

13. Binding effect

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. General Terms

- A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.
- B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.
- C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[signatures to follow]

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

**PORT OF BREMERTON**  
**A Municipal Corporation**

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Larry Stokes, Commission President

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Cary Bozeman, Commission Vice-President

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Axel Strakeljahn, Commission Secretary

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

Agenda Item No: Action Item 2

Subject: Task Order #8 Century West Engineering Construction Administrative Services Contract

Exhibits: Task Order #8 CW Contract  
FAA Letter of Concurrence dtd April 18, 2019

Prepared By: Fred Salisbury, COO

Meeting Date: May 28, 2019

**Summary:**

The FAA has authorized the 2019 BNA Lighting, Signage, NAVAIDs, and Electrical Improvements project. Construction management services will be provided by Century West Engineering. Century West (CW) has submitted a scope of work and fee proposal which has been reviewed and approved by both the Port and the FAA. As required by the FAA, an Independent Fee Estimate (IFE) was conducted by Dowl Engineering. The IFE and CW proposals were within the FAA ten percent guideline for total hour level of effort (Dowl 1,583/CW 1,568), but the fee proposed by Dowl was \$313,811.90 compared to CW's fee of \$235,919. The costs differences centered primarily on project management allocation/task assignments – Dowl generally had a higher pay structure than CW and its use of GSA rates verses CW direct reimbursement policy. The FAA concurred with the Port's award recommendations and is eligible for FAA funding (90%). The Port share is 10% or \$23,592.

**Fiscal Impact:**

The Task Order #8 fee is \$235,919 and is within the budgeted amount for this project.

**Strategic Purpose:**

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

**Recommendation:**

Recommend approval of the Century West Construction Administration Services contract and authorize the CEO to execute the contract.

**Motion for Consideration:**

**Move to approve the Century West Construction Administrative Services contract in the amount of \$235,919 and authorize the CEO to execute the contract.**

## AGREEMENT AND AUTHORIZATION FOR PLANNING CONSULTING SERVICES

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By this Agreement dated April 17, 2019, **Port of Bremerton (PoB)** (Client) authorizes **Century West Engineering Corporation (CWEC)** (Consultant) to carry out and complete the following Services in consideration of the mutual covenants set forth in the Professional Engineering Services Agreement (Master Agreement), executed between PoB and CWEC, and dated on February 2, 2018.

**Project:**           **Task Order #8 - Bremerton National Airport (Owner Port of Bremerton)  
Lighting, Signage, NAVAID, & Miscellaneous Electrical Improvements Project  
Construction Administration Services**

**Project No.:**    12445.004.02

### Scope of Services:

The scope of services for construction administration services for the Lighting, Signage, NAVAID, & Miscellaneous Electrical Improvements Project at the Bremerton National Airport, is as detailed in the attached Exhibit A "Scope of Work."

### Opinion of Probable Costs:

The construction administration services contract amount for the Lighting, Signage, NAVAID, & Miscellaneous Electrical Improvements Project at the Bremerton National Airport, is set at \$235,919 (time and expense, not to exceed). Personnel labor fees and expenses are detailed in the attached Exhibit B "Fee Summary."

### Exhibits:

Exhibit A – Scope of Work  
Exhibit B – Fee Summary

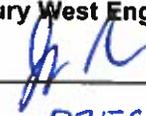
### Port of Bremerton

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

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

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

### Century West Engineering Corporation

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

Title: PRESIDENT

Date: 4/19/2019



**Exhibit A  
Scope of Work  
March 22, 2019**

**v\_r3**

**Bremerton National Airport  
Lighting, Signage, NAVAID, & Miscellaneous Electrical  
Improvements  
Construction Administration & Management**

**GENERAL PROJECT DESCRIPTION, BACKGROUND, & PURPOSE/NEED**

This scope will provide construction management and administration for engineering services for the lighting, signage, NAVAIDs, and miscellaneous electrical improvements at the Bremerton National Airport (PWT).

The existing high intensity runway (HIRL) and medium intensity taxiway (MITL) lighting, various airfield signs, select NAVAIDs, and other electrical system components are past their useful life; are experiencing increasing operational/maintenance issues; and are in need of replacement and upgrading. This project consists of replacing these airfield systems, equipment, and associated infrastructure.

The previous project phase was for project design in 2018/2019. The current scope is for services to implement construction in 2019. The contract construction duration established with the bid documents is 90 calendar days.

The Consultant will perform the engineering services detailed in the following sections.

**A. CONSTRUCTION ADMINISTRATION & MANAGEMENT**

**TASK 1 – PROJECT ADMINISTRATION**

**Task 1 Work Items:**

1. Develop and coordinate construction management work scope with Airport and FAA.
2. Assist OWNER with scope and fee Record of Negotiations documentation.
3. Carry out project administration including, but not limited to engineering contract management, coordination of project with the Airport and FAA, monitoring and reporting technical and budget items to the Airport and FAA, preparation of monthly consultant invoices for submittal to the Airport. It is assumed the construction phase of the project will extend over a 5 month period. The 5 month period is assumed to include a 1 month pre-construction coordination period; a 3 month construction period; and a 1 month post-construction closeout coordination period.

4. Provide ongoing construction AIP Grant application coordination. The AIP construction grant was prepared under the previous engineering bidding services scope and contract. This task provides support services for ongoing coordination as necessary in securing the AIP construction grant.
5. Provide ongoing construction FAA strategic events coordination for airfield construction closures. The FAA strategic events forms were prepared under the previous engineering services scope and contract. This task provides support services for ongoing coordination as necessary to coordinate any ongoing construction schedule adjustments that may alter the previously submitted strategic events forms.
6. During the construction period assist the Airport with preparation and submittal of FAA quarterly performance reports (form 5370-1), and annual financial reporting (forms 425, and 270/271).
7. Perform and assist the Port with DBE contract participation reporting.
8. All project permits have been designated as the responsibility of the Contractor to secure. Pre-coordination of permitting requirements with the City has already been undertaken as part of the previous engineering services contract. Anticipated required permits will include building and electrical permits associated with the rotating beacon and generator installations. This task includes effort by the engineer to provide any oversight and coordination required to ensure Contractor securing of applicable permits. An NPDES Construction Stormwater Permit (NOI) is not required for this project.
9. Perform a geotechnical investigation of new rotating beacon location. Geotechnical investigation will provide soil properties data for use by the Contractor in establishing the beacon pole foundation. The beacon pole and foundation design tailored to the pole manufacturing, will be part of permitting submittal requirements required of the Contractor by the City. The geotechnical investigation includes performing a utility locate, preparing logs of exploration, collecting soil samples and performing lab testing to define soil bearing and lateral load parameters of the soil. The Port will provide excavating support services for the geotechnical investigation.
10. Provide on-going project coordination to facilitate scheduling of the flight check for the new PAPI and REIL installations. This effort includes up to two site visits by Resident Engineer to assist in flight check coordination. The reimbursable agreement was previously established as part of efforts during the design phase of the project.

**Primary Task 1 Deliverables:**

- Contract scope and fee schedule (pdf)
- Documents for Independent Fee Estimate (IFE) review (pdf)
- Strategic Events form updates (as necessary) (pdf)
- FAA quarterly and annual reporting forms (pdf)
- DBE participation reporting (pdf)
- Geotechnical report for new beacon pole (pdf)

## **TASK 2 – CONSTRUCTION MANAGEMENT**

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

1. Perform pre-project coordination with the Port and contractor to coordinate and organize project implementation details; and schedule the construction Notice-to-proceed and pre-construction meeting.
2. Organize, conduct and attend a pre-construction conference. The Project Engineer/Manager and a Resident Engineer will attend the meeting. Prepare an agenda and meeting notes for the meeting. This meeting will be held on-site at the Port offices.
3. Prepare and submit weekly inspection reports to the FAA and the Port. Thirteen (13) weekly reports are anticipated for this project.
4. Provide on-site Resident Engineer coordination/observation during the project construction period. On-site activities include coordinating, observing and reviewing contractor work for conformance with the contract documents, making field measurements, preparation of a daily field report, preparation of a daily safety inspection checklist, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, and field verification of construction quantities for pay requests.

Activities related to this task are expected to occur over a 13 week period. Century West will assign a staff member to the site full time during construction for this task. The budget for this task is based on field engineer coverage consisting of the following assumptions:

Phase 1: 21 days (3 weeks) at 55 hours/week – day time construction hours  
Phase 2: 20 days (3 weeks) at 50 hours/week – day time construction hours  
Phase 3: 21 days (3 weeks) at 50 hours/week – day time construction hours  
Phase 4: 28 days (4 weeks) at 60 hours/week – night time construction hours  
Phase 5: concurrent activities with phases 1-4

The actual amount of time for on-site observation is dependent on the Contractor's work plan and schedule. The Airport and Engineer agree to adjust this level of effort if necessary due to a contractor's schedule that requires more effort than the assumed allowances.

It is assumed the Resident Engineer will remain in Bremerton weekly with an allowance of five (5) nights of lodging per week for 13 weeks.

5. Provide off-site construction engineering support that is available to assist the on-site field observer in resolving and coordinating technical issues beyond the capability of what can be prepared or addressed in the field. Activities related to this task are expected to occur over a 13-week period, with an allowance of 10 hours per week assumed for this effort.

6. Provide Project Engineer/Manager coordination of the on-site observer, off-site engineering support staff, and sub-consultants. The Project Engineer/Manager's effort is assumed to be performed off-site and include 10 hours/week for phases 1-3, and 16 hours/week for phase 4.
7. Electrical Support: Provide electrical engineering construction support services for improvements being made as part of the project construction contract. This effort will be performed by Elcon Associates (electrical engineering sub-consultant to Century West Engineering). For budget purposes, this effort is assumed to include:
  - Pre-construction meeting attendance
  - Submittal review
  - Twelve (12) field visits (as necessary) to assist in addressing construction questions
  - One (1) field visit to perform a substantial completion inspection of the completed electrical improvements
  - One (1) field visit to perform a final completion inspection of the completed electrical improvements
  - An allowance of 2 hours per week for 13 weeks, of off-site coordination to respond to technical questions, request for information (RFI) responses, and/or change order development assistance
  - Electrical record drawing updates
8. Conduct weekly construction coordination meetings with the Contractor and the Airport. The Project Engineer/Manager, Resident Engineer, and Electrical Engineer (Elcon) will attend each meeting. Activities related to this task are expected to occur over a 13-week period. The Resident Engineer's time for this task is inclusive in Task 2, Item 4. The Electrical Engineer's time for this task is inclusive in Task 2, Item 7. This task covers meeting attendance by the Project Engineer/Manager.
9. Answer questions (RFIs), provide clarifications, and prepare change orders.

Activities related to this task are expected to occur over a 13-week period, an allowance of 2 hours per week is assumed for this effort.
10. Coordinate required closures and Notice(s) to Airmen ("NOTAM's") with the Airport, users, and tenants.
11. Review submittals and shop drawings. An allowance of 24 hours is assumed for this task.
12. Prepare and confirm monthly construction payment estimates and submit those estimates to the Port. Four (4) monthly pay requests are anticipated.
13. Review Contractor payroll records, and coordinate and reconcile with the Contractor any issues. Prepare documentation and provide to the Port including

project closeout coordination with the Washington State Department of Revenue, Department of Labor and Industries, and Employment Security Department.

Activities related to this task are expected to occur over a 13-week period, an allowance 6 hours per week is assumed for this effort.

14. Conduct an inspection at substantial completion with the Port, and Contractor (optional). Prepare punch list as necessary. The Project Engineer/Manager and Resident Engineer, and Electrical Engineer will attend.
15. Conduct a final completion inspection with the Port, and Contractor (optional). The Project Engineer/Manager and Electrical Engineer will attend.
16. Prepare the final Engineer's Report to the established FAA requirements within Engineering Guidance 2013-12, items 1 and 4. Effort includes coordinating and closing out Reimbursable Agreement for FAA flight check.
17. Prepare update markups for 5010 information and submit to FAA.
18. Prepare "Record" drawings on electronic media (AutoCAD and Adobe pdf) and 1 reproducible copy of drawings to be provided to Port. FAA will only be provided electronic copies (AutoCAD and Adobe pdf).
19. Prepare pen and ink construction updates to sheets 3 (Airport Layout Plan), 5 (East Terminal Area Plan), 11 (Runway 20 RPZ and Inner Approach Plan and Profile), of the Airport Layout Plan set, reflecting the project improvements. Updates to the sheets will include the construction improvements within this project.

**Primary Task 2 Deliverables:**

- Pre-construction meeting agenda and meeting minutes (pdf)
- Daily and weekly observation and progress reports (pdf)
- Request-for-Information and Change Order Documentation (pdf)
- Submittal review/response documentation (pdf)
- Contractor payroll record review documentation (pdf)
- Contractor progress estimate documentation (excel & pdf)
- Substantial completion punch list (pdf)
- 5010 Airport Master Record markup documentation (pdf)
- Closeout documentation report (1 paper copy to Port; 1 paper copy to FAA; pdf)
- Record drawings (1 paper copy to Port; electronic pdf & CAD)
- ALP sheets 3, 5, 11 construction update (1 paper copy to Port; 1 paper copy to FAA; pdf)

## **B. ASSUMPTIONS/EXCLUSIONS**

1. A 5300-18B AGIS “Airside Construction” documentation survey is not required or included within this scope of work. As required, this effort would be included as a separate future task order contract.
2. This project is considered NEPA CAT-EX.
3. All permits are to be acquired by the Contractor.
4. An NPDES Construction Stormwater Permit is not required for this project.

## **C. PROJECT SCHEDULE**

The general anticipated project schedule is as follows:

- Spring 2019 Bid
- Summer 2019 Construction
- Winter 2019 Close out



AIRPORT: BREMERTON NATIONAL AIRPORT  
 PROJECT TITLE: LIGHTING, SIGNAGE, NAVAID, & MISC ELECTRICAL IMPROVEMENTS, CONST ADMIN SERVICES  
 CLIENT: PORT OF BREMERTON  
 JOB NUMBER: 12445.04.02

EXHIBIT B  
 4-9-19\_r3

PROJECT TASK	\(163	\(102	\(104	\(106	\(123	\(111	\(117	TOTAL HRS	PROJECT COST	TASK COST
	PRINCIPAL VP/ENGR \$215.00	SR PROJ MGR \$200.00	PROJ PM ENGR \$140.00	PROJ ENGR \$110.00	STAFF ENGR (EIT) \$95.00	CADD DSGN \$85.00	CLER. \$75.00			
<b>PHASE I DESIGN SERVICES</b>										
<b>TASK 1-Project Administration</b>										
1 Coordinate Construction Management Scope	0	4	2	0	0	0	0	6	\$1,080.00	\$14,880.00
2 Records of Negotiation Documentation	0	2	4	0	0	0	0	6	\$960.00	
3 Project Administration (5 month period)	0	10	12	0	0	0	10	32	\$4,430.00	
4 Construction Grant Acquisition Coordination	0	2	4	0	0	0	0	6	\$960.00	
5 Coordination for Strategic Event Notification Form Updates	0	1	4	0	4	0	0	9	\$1,140.00	
6 Grant Administration Reporting (5 month period)	0	0	6	0	6	0	0	12	\$1,410.00	
7 DBE Participation Reporting	0	0	2	0	4	0	0	6	\$660.00	
8 Permitting Oversight Contractor Coordination	0	2	4	0	0	0	0	6	\$960.00	
9 Geotechnical Investigation Support Data for Beacon Pole	Geotechnical Investigation by HWA, see Geotechnical Subconsultant Section Below									
10 Flight Check Coordination	0	2	8	16	0	0	0	26	\$3,280.00	
<b>TASK 2-Construction Management</b>										
1 Pre-project Coordination	0	4	8	8	0	0	0	20	\$2,800.00	\$174,540.00
2 Pre-construction conference	0	2	12	8	0	0	0	22	\$2,960.00	
3 Weekly Inspection Reports	0	0	6	13	0	0	0	19	\$2,270.00	
4 On-site Construction Coordination/Observation	0	0	0	705	0	0	0	705	\$77,550.00	
5 Off-site Construction Engineering Technical Support	0	30	0	0	100	0	0	130	\$15,500.00	
6 Off-site Project Management Coordination and Oversight	0	40	114	0	0	0	0	154	\$23,960.00	
7 Electrical Construction Engineering Support	Electrical Engineering by Elcon, see Electrical Subconsultant Section Below									
8 Weekly Construction Coordination Meetings	0	0	130	0	0	0	0	130	\$18,200.00	
9 RFI's & Change Orders	0	0	13	13	0	0	0	26	\$3,250.00	
10 NOTAM Coordination	0	0	13	0	0	0	0	13	\$1,820.00	
11 Submittals	0	0	4	0	20	0	0	24	\$2,460.00	
12 Monthly Construction Progress Payments	0	0	4	8	0	0	0	12	\$1,440.00	
13 Contractor Payroll Review and Documentation	0	0	0	0	78	0	0	78	\$7,410.00	
14 Substantial Completion Inspection and Punchlist Preparation	0	2	12	0	0	0	0	14	\$2,080.00	
15 Final Completion Inspection	0	2	12	0	0	0	0	14	\$2,080.00	
16 Closeout - Final Engineers Report	0	2	24	0	32	0	0	58	\$6,800.00	
17 5010 Update Coordination	0	0	2	0	4	0	0	6	\$660.00	
18 Prepare Record Drawings	0	0	4	0	4	16	0	24	\$2,300.00	
19 ALP Plan Sheets Construction Update	0	0	2	0	4	4	0	10	\$1,000.00	
Labor Subtotal	0	105	406	771	256	20	10	1568	\$189,420.00	\$189,420.00
Hrs/Wk	0.0	5.0	19.3	36.7	12.2	1.0	0.5			
Primary Work Period Project Duration (wks):	21									
<b>EXPENSES:</b>										
Travel:	Cost Per Unit	Air Trips	Ground Trips	Days	R.T. Miles	Markup				
Lodging - Resident Engineer (5 days/wk @ 13 wks)	\$120.00				65	1.0			\$7,800.00	
Rental Car/Fuel/Mileage (Travel to Bremerton)	\$0.580		29			1.0	140		\$2,354.80	
Rental Car/Fuel/Mileage (On-site Project Travel)	\$0.580				13	1.0	20		\$150.80	
Ferry R/T	\$30.00		29			1.0			\$870.00	
Meals - Resident Engineer	\$30.00				65	1.0			\$1,950.00	
Misc. expenses:										
MISC									\$200.00	
PHOTO COPIES									\$200.00	
POSTAGE									\$200.00	
PRINTING									\$750.00	
PLOTTING									\$750.00	
FIELD SUPPLIES									\$1,000.00	
Sub-Consultants:					Sub-Fee	Markup				
HWA - Geotechnical Services					\$7,230.00	1.0			\$7,230.00	
Elcon - Electrical Engineering Construction Assistance					\$23,044.00	1.0			\$23,044.00	
Subtotal - Expenses									\$16,225.60	
Subtotal - Subconsultants									\$30,274.00	
Total -									\$235,919	



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Seattle Airports District Office  
2200 S. 216th St, Des Moines,  
WA 98198

April 18, 2019

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

Bremerton National Airport  
Bremerton, WA  
AIP: 3-53-0007-033-2019  
RW and TW Lighting Rehabilitation  
Construction Management

Dear Mr. Salisbury:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for Engineering Design and Bidding Services by Century West Engineering for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.



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WA 98198

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Project Management/Administration =	\$14,880.00
Construction Management =	\$174,540.00
Travel =	\$13,125.00
Expenses =	\$3,100.00
Sub – HWA (Geotechnical Services) =	\$7,230.00
Sub – Elcon (Electrical Engineering) =	\$23,044.00
<b>Grand Total</b>	<b>\$235,919.00</b>

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (206) 231-4136.

Sincerely,

Randal Anton,  
Project Manager, SEA-638  
Seattle ADO