

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

March 10, 2020
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 February 25, 2020.
- B. Payment of checks #901125 through #901127 and #80905 through #80972 and #E00008 through #E00014 and #901128 and #80973 and #E00015 and #901129 and #80975 through #80985 and #E00017 through #E00022 and #901130 through #901131 and #80986 through #80987 from the General Fund for \$183,087.79; #80900 through #80902 and #80974 and #E00016 from the Construction Fund for \$142,505.66.

Information Items

1. Presentation by City of Port Orchard Mayor Rob Putaansuu

Work Study Session

1. Marina Tariff Schedule

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

Action Items

1. Multipurpose Facility Consultant Agreement Amendment 2 with Blue Architecture LLC

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>03/10</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting – Bill Mahan Conference Rm</i>
<i>03/13</i>	<i>9:00 am</i>	<i>Board Retreat - Alderbrook</i>
<i>03/17</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Committee</i>
<i>03/19</i>	<i>3:15 pm</i>	<i>KRCC TransPOL</i>
<i>03/24</i>	<i>12:30 pm</i>	<i>Kitsap Aerospace & Defense Alliance Steering Committee</i>
<i>03/24</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

February 25, 2020
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

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

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

Call to Order

President Bozeman called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting and executive session of February 11, 2020.
- B. Payment of checks #80867 through #80895 and #E00005 through #E00007 and #901122 through #901124 and #80899 from the General Fund for \$66,851.45; #80863 through #80866 and #80896 and #80897 and #80898 from the Construction Fund for \$220,756.05. Void Check #80897.

It was moved by ANDERSON, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Kitsap Public Utilities District (KPUD) presentation on broadband capabilities/opportunities on Port properties – Angela Bennink, KPUD Telecom Business Manager

Ms. Bennink provided detailed information on KPUD and its history in telecommunications which began in the early 1990's. She described their express services; Northwest Open Access Network (NoaNet); residential fiber expansion goals and broadband access for Kitsap County.

There was full discussion with the Board and CEO regarding KPUD working closely with the Port to extend fiber infrastructure to the Port's industrial areas ensuring businesses have access to high speed broadband services. Ms. Bennink stated if conduit is already in place, the cost could be negligible to the Port and businesses as KPUD will cover the cost to pull the cable. The benefits of KPUD broadband and differences between dark and lit fiber were discussed. Ms. Bennink stated that KPUD currently has a lit network and plans to continue with that.

In response to Commissioner Bozeman's question, Ms. Bennink provided detail on KPUD's water sources.

Citizen Comments - None

Action Items

1. Authorization to Bid for South Hangar Site Development Project (Phase 1)
Presented by Fred Salisbury, Chief Operations Officer

Following presentation including PowerPoint and discussion;

It was moved by STRAKELJAHN, seconded by ANDERSON to:

Authorize staff to go to bid for the South Hangar Development Project (Phase 1)

MOTION CARRIES, 3-0

Commission New Business - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Along with Commissioner Anderson and staff, met with Congressman Derek Kilmer to update him on Port projects and to discuss the Port Orchard Marina breakwater project for which the Port is hoping to attain federal assistance. He provided detail on the conversation with Congressman Kilmer.
- Shared photos and reported on the new start-up facility construction in NE Campus. Director of Business Development Arne Bakker responded to Board questions.

- Shared photo and reported on the Port’s participation in the Northwest Aviation Conference held at the Washington State Fairgrounds last weekend.
- Reviewed that the Port has been working with Federal Aviation Administration (FAA) to resolve issues they have with the non-aeronautical use of a restaurant being located on the flight line. Consent was received from FAA over the weekend allowing the construction of a new multi-purpose facility which will house a fixed base operator and initially a restaurant. He displayed conceptual drawings of the multi-purpose facility stating a request for qualifications will be issued for the restaurant.

Commission Reports

Commissioner Bozeman

- Attended the Kitsap Economic Development Alliance (KEDA) Executive Board during which Executive Director John Powers announced he would be retiring. He spoke highly of Mr. Powers and is hoping KEDA finds a good replacement. The meeting included conversation about affordable housing and economic development planning for the upcoming year; he reminded them of the importance of including the effects of climate change on economic development.

Executive Session

President Bozeman recessed the meeting at 6:48 p.m. and reconvened into executive session at 6:53 p.m. for approximately 10 minutes regarding: real estate issues [RCW 42.30.110(1)(c)].

At 7:03 p.m. the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 7:03 p.m.

Submitted,

Approved,

Jim Rothlin
 Chief Executive Officer
 March 5, 2020

Gary Anderson
 Commission Secretary
 March 10, 2020

PORT OF BREMERTON
BOARD OF COMMISSIONERS
EXECUTIVE SESSION

MINUTES

February 25, 2020
6:53 PM

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

Call to Order

President Bozeman called the executive session to order at 6:53 p.m., February 25, 2020.

Commissioners and Staff Present

Commissioners

Cary Bozeman
Axel Strakeljahn
Gary Anderson

Staff Members

Jim Rothlin
Fred Salisbury
Anne Montgomery, Atty

Item #1: Real estate issues were discussed [RCW 42.30.110(1)(c)].

With no further business to come before the Board, the meeting was adjourned into regular session at 7:03 p.m.

Submitted,

Jim Rothlin
Chief Executive Officer
March 5, 2020

Approved,

Gary Anderson
Commission Secretary
March 10, 2020

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Multipurpose Facility Consultant Agreement Amendment 2 with Blue Architecture, LLC
Exhibits: Amendment 2
Prepared By: Arne Bakker, Director of Business Development
Meeting Date: March 10, 2020

Summary:

At the November 12, 2019, Commission Meeting, the Board approved the selection of Blue Architects and Interiors for design and engineering services for the Multipurpose Facility to replace what is currently the Airport Diner. This work was to be completed in 2019 pending approval of the FAA. The goal of this project was to commence construction in January 2020.

Throughout 2019, Port staff has diligently worked with the FAA in order to find a solution to the multipurpose facility design and in February 2020, Port staff received approval from the FAA to design a Multipurpose facility. This facility will consist of an Airport Restaurant, Pilot's Lounge, Office Space for Aeronautical use, and a large hangar space.

In order to be able to accommodate the new design and engineering for this Multipurpose Facility, Port Staff is looking to amend the existing Agreement with BLUE Architecture and Interiors.

Fiscal Impact:

Funds for the design and engineering services are identified in the 2020 Capital budget.

Recommendation:

Staff recommends the approval of Amendment 2 with BLUE Architects and Interiors for re-design and engineering services of the Multipurpose Facility for \$142,585.

Motion for Consideration:

Move to approve Amendment 2 with Blue Architecture, LLC for re-design and engineering services of the Multi-purpose Facility for \$142,585 and authorize the Port CEO to execute this amendment

**PORT OF BREMERTON
AMENDMENT NO. 2**

Agreement Title: Multipurpose Facility

Project No. 02-19-0287

Date: 03-10-2020

To: Matt King - Blue Architecture

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

Preliminary Conversion Plans, Conversion Plans, Project Design Development, Permit Acquisition, Bid Phase Activities and Construction Administration

Justification of Amendment

Provides for design and construction support for the Multipurpose Facility. The efforts of this scope of work (attached) will provide the Port with a drawing and information package that can be used to acquire the City of Bremerton Building Permit, Solicit Bids and perform construction activities related to the project. The result of this scope can be submitted to qualified contractors for conceptual/preliminary cost estimating.

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

Contract Value Prior to this Amendment	\$ 144,390
Net (increase) (decrease) Resulting from this Amendment	\$ 142,585
Current Contract Price Including this Amendment	\$ 286,975

Date of Completion Prior to this Amendment	_____
Net (increase) Resulting from this Amendment	_____
Current Contract Time Including this Amendment	_____

**The above Amendment
is recommended**

**The above Amendment
is accepted**

**The above Amendment
is approved**

Engineer:

Contractor:

Owner:

Blue Architecture LLC

N/A

Port of Bremerton

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____



March 5, 2020

Port of Bremerton
c/o Arne Bakker
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Port of Bremerton – Multipurpose Facility – This includes Preliminary Conversion Plans, Conversion Plans, Project Design Development, Permit Acquisition, Bid Phase Activities and Construction Administration.

Dear Arne,

Thank you for the opportunity to work with you to execute the remodel design of the new Port of Bremerton Multipurpose Facility. We look forward to working with you and the Port.

1. Project Description

The Port of Bremerton has asked Blue Architecture to provide design and construction support for the Multipurpose Facility. The efforts of this scope of work will provide the Port with a drawing and information package that can be used to acquire the City of Bremerton Building Permit, Solicit Bids and perform construction activities related to the project. The result of this scope can be submitted to qualified contractors for conceptual/preliminary cost estimating.

2. Scope of Services

A. PRELIMINARY DESIGN FOR CONVERSION OPTION TO DINNER AREA

This phase of the project includes development of the future conversion option for Diner design. The deliverables of which are listed below:

1. Provide revised East elevations.
2. Provide preliminary design for East wall to include structural knock-outs to allow for future hanger doors.
3. Revise East elevation to minimum 14" at first level eave.
4. Revise floor plan to show future hanger.
5. Provide future site plan to illustrate access to future hanger.
6. Present revised drawings related to the Multipurpose Building and the conversion alternate to City of Bremerton Planning Department at scheduled pre-application meeting.

B. DESIGN DEVELOPMENT (to 65%)

This phase of the project includes development of the future remodel design, building location on the site and interior layout. The deliverables of which are listed below:

1. Identify location of building and parking layout on Port of Bremerton's site.
2. Provide interior floor plan for the new building. These plans will include dining area/front of house areas – new kitchen line and support areas – new bar/pub area and back of house support areas.
3. Provide interior and exterior finish concepts that portray the character of the new establishment. Including diner/hanger conversion additional alternate documentation.
4. Provide design development elevations for the new building. Including diner/hanger conversion additional alternate documentation.
5. Provide building wall sections. Including diner/hanger conversion additional alternate documentation.
6. Provide civil design and stormwater site design. Including diner/hanger conversion additional alternate documentation.
7. Provide continued electrical engineering services.
8. Provide continued mechanical design services.
9. Provide fire and life safety information for jurisdictional review
10. Provide window, door and finish schedules. Including diner/hanger conversion additional alternate documentation.
11. Provide dimensioned floor plans and enlarged floor plans.
12. Provide three-dimensional model of the building with enhanced exterior features: sky, parking, people, cars and landscaping.
13. Provide third party cost estimate at permit submittal to establish and verify project budget.

C. CONSTRUCTION DOCUMENT AND BID PHASE (to 95%)

1. Blue Architecture will complete the Construction Documents in enough detail to bid and construct the project.
2. Blue Architecture will present the project to the ownership group and stakeholders for approval and reasonable revisions prior to publishing for contractor construction estimates.
3. This drawing package will include architectural, mechanical, electrical, structural detailing that will allow the chosen, qualified contractor to solicit bids from qualified sub-contractors and to construct the building.
4. Final and complete project specifications will be submitted with the conformed drawing package.
5. Blue Architecture will assist the owner in developing qualified contractor bid notifications. Blue Architecture will assist the owner in reviewing qualified contractor construction cost estimates and responding to reasonable contractor inquiries during the bid process in a timely fashion.
6. Blue Architecture will issue Addenda to bidding contractors and sub-contractors.

7. Blue Architecture will host a pre-bid site walk and respond to questions that arise from contractor site evaluation.

D. CONSTRUCTION ADMINISTRATION (CA)

1. Blue Architecture will attend regular meeting with the owner and contractor during the construction phase of the project.
2. Blue Architecture will respond to contractor Requests of Information (RFI) from the contractor in a timely fashion and distribute the RFIs and answers to the contractor and owner. Blue Architecture will maintain a log of all RFIs that can be presented to the owner upon request.
3. Blue Architecture will review building system and finish submittals and shop drawings as required.
4. Blue Architecture will advise the owner of suggested special inspections that are normally required by Authorities Having Jurisdiction.
5. Blue Architecture will perform regular project job site inspections and generate and distribute reports as needed.
6. At 95% of project construction completion, Blue Architecture will produce a project punch list of items that are constructed incorrectly or are incomplete. One month after Punch List generation, Blue Architecture will complete an observation of the project to establish the correction of Punch List items.
7. Upon completion of Punch List items, Blue Architecture will issue closeout documentation that includes final Construction Documents that includes response to RFIs, any Architects Supplemental Instructions and other related project documentation.

3. Additional Services

The following services, though they could be provided by Blue, are not included in this Scope of Basic Services and, if requested, will be billed as Additional Services on an hourly basis.

- Renderings, 3D imagery and physical models, except as noted above.
- Plan hosting during the project bid phase.
- Programming beyond previously agreed upon scope.
- Additional meetings and processes not specified above.
- Mechanical, Electrical, Civil Engineering services and survey or geotechnical investigation if needed, except as noted above.
- Travel beyond the greater Puget Sound area, except as noted above.
- Significant extensions of the proposed project schedule.

4. Owner Responsibilities

It is our understanding that you will provide full information, including design objectives, constraints and criteria; a legal description of the site; any available existing drawings of the property; project site plan and the services of other consultants when such services are deemed to be necessary.

5. Schedule

We are ready to begin work upon receipt of a signed Authorization to Proceed. We expect the preparation of construction documentation and permit acquisition to take 5-7 months.

6. Compensation

For the Basic Services outlined above, compensation shall be an hourly fee, plus reimbursable expenses, plus any applicable tax. The maximum sum authorized will not be exceeded without prior written consent of the Owner. The not to exceed maximum authorization is as noted on the attached Authorization to Proceed with Design Services. Hourly rates and other terms are as noted on the attached Terms of Agreement.

7. Terms of Agreement

The enclosed Terms of Agreement for Design Services is, by reference, included as a part of this Agreement.

8. Summary

Thank you once again for the opportunity to work with you on this unique project. If this Letter of Agreement is acceptable, please sign in the space provided below, and initial the attached Terms of the Agreement and the Authorization to Proceed. We look forward to assisting you with this exciting project.

Sincerely,
Blue Architecture, LLC

Authorized for the Port of Bremerton by:



Matt King

Name

Title

Attachments: *Terms of Agreement for Design Services*
Authorization to Proceed



Terms of Agreement for Design Services

Date of Agreement: February 28, 2020

Project: Port of Bremerton
c/o Arne Bakker
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Port of Bremerton – Multipurpose Facility – This includes Preliminary Conversion Plans, Conversion Plans, Project Design Development, Permit Acquisition, Bid Phase Activities and Construction Administration.

Project No.: 2018227.01

1. Compensation

Compensation for Professional Services is billed as an hourly service or percentage of project completion. Compensation for Additional Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

2. 2020 Hourly Rates

Principal in Charge:	\$ 165.00
Project Architect:	\$ 165.00
Project Manager:	\$ 145.00
Production Support:	\$ 95.00
Interior Designer:	\$ 95.00
Administrative Staff:	\$ 60.00

The rates and multiples set forth above shall be annually adjusted in accordance with normal salary review practices of Blue Architecture, LLC.

3. Reimbursable Expenses

Reimbursable expenses are in addition to compensation for professional services and include printing and reproduction; film and processing; CAD plotting; long distance telephone charges; postage, and express delivery; transportation and parking; and automobile use. Except as noted above, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by Blue Architecture, LLC, to cover taxes, insurance, and administrative costs.

4. Invoicing and Payments

Invoices shall be rendered monthly for services and for reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify the Architect in writing of any disputes with the amount of any monthly invoices within thirty (30) days of receipt by the Owner shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is

less. In addition, Blue Architecture, LLC may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by Blue Architecture, LLC resulting from such work stoppage and expenses from collection of amounts past due.

5. Consultands

The costs of consultants and subcontractors for engineering, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by Blue Architecture, LLC.

6. Additional Conditions

- A. **Limitation of Liability:** The Owner and Blue Architecture, LLC have discussed the risks, rewards and benefits of the project. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, Blue Architecture, LLC's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of Blue Architecture, LLC's total fee for services rendered on this project.
- B. **Ownership of Documents:** The Owner acknowledges Blue Architecture, LLC's documents as Instruments of Professional Service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Blue Architecture, LLC as Instruments of Professional Service shall remain the property of Blue Architecture, LLC. In the event the Owner uses these Instruments of Professional Service without retaining Blue Architecture, LLC as the author of the Instruments of Service, the Owner releases Blue Architecture, LLC and their consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Blue Architecture, LLC and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

Owner Initials

Date



Authorization to Proceed

Date: February 28, 2020

Project: Port of Bremerton
c/o Arne Bakker
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Port of Bremerton – Multipurpose Facility – This includes Preliminary Conversion Plans, Conversion Plans, Project Design Development, Permit Acquisition, Bid Phase Activities and Construction Administration.

Project #: 2018227.01

This document constitutes a working agreement and authorizes Blue Architecture, LLC to proceed with design services for the Owner of the project. The scope of the services and fee authorized by this document are listed below. Services will be performed and invoiced on an hourly basis at Blue Architecture's current standard hourly rates. The attached Terms of Agreement are incorporated by reference into this agreement.

Owner:

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

Authorized Representative:

Arne Bakker

Project Description:

Port of Bremerton – Multipurpose Facility

Scope of Services of this Authorization:

Design Services.

Scope as identified in the attached Letter of Proposal.

Maximum Compensation of this Authorization:

Preliminary Conversion Design		\$5,225
Architectural Design Services		\$47,245
Interior Design		\$8,115
Continued Electrical Engineering Services		\$18,050
Continued Mechanical Engineering Services		\$13,730
Continued Structural Design Services		\$15,420
Site Survey		\$5,500
Civil Engineering		\$15,500
Drainage Report		\$4,500
Third Party Cost Estimate at Permit Submittal		\$9,300
Total		\$142,585

 For Owner by

 Date

 for Blue Architecture, LLC by

 Date