

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

**A G E N D A**

July 23, 2024  
6:00 PM

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

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

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

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**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Consent Items**

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

- A. Minutes of the regular business meeting of July 9, 2024.
- B. Payment of checks #902364 through #902365 and #902366 through #902367 and #902368 through #902371 and #E02131 and #85989 through #85999 and #E02132 through #E02146 and #902372 through #902377 and #902378 through #902384 and #902385 through #902388 and #86000 through #86009 and #E02147 through #E02158 from the General Fund for \$194,485.70.

**Citizen Comments:** *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board ([gingerw@portofbremerton.org](mailto:gingerw@portofbremerton.org)).*

**Action Items**

1. Agreement with N.L. Olson & Associates, Inc., for Olympic View Industrial Park (OVIP) NE Campus Site Concept Plans
2. Agreement with Parametrix for Airport Way Phase 2.2 and 2.3 Environmental Update
3. Lessor's Consent to Assignment for Collateral with Steelhead Group Holdings, LLC and Kitsap Bank

**Staff Reports**

**Commission Reports / New Business**

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

**Adjournment**

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

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>07/22-24</i>		<i>*Washington Public Ports Association Commissioner Seminar</i>
<i>07/23</i>	<i>6:00 pm</i>	<i>*Commission Regular Business Meeting – Hybrid</i>
<i>07/25</i>	<i>10:00 am</i>	<i>Puget Sound Regional Council (PSRC) Executive Committee</i>
<i>08/13</i>	<i>10:00 am</i>	<i>*Commission Regular Business Meeting – Hybrid</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**

**M I N U T E S**

July 9, 2024  
10:00 AM

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

**Commissioners and Staff Present**

Commissioners  
Gary Anderson  
Cary Bozeman  
Axel Strakeljahn

Staff Members  
Jim Rothlin  
Arne Bakker  
Aaron Schielke  
James Weaver  
James Goodman  
Cole Barnes  
Ginger Waye  
Stephanie Frame  
Anne Montgomery, Atty

**Call to Order**

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

**Approval of Agenda**

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

Approve the Agenda as presented.

**MOTION CARRIES, 3-0**

**Consent Items**

- A. Minutes of the regular business meeting of June 25, 2024.
- B. Payment of checks #902343 through #902346 and #E02108 and #902347 and #902348 and #902349 through #902352 and #85945 through #85968 and #E02109 through #E02115 and #902353 through #902355 and #902356 through #902359 and #85969 through #85988 and #E02116 through #E02130 and #902360 through #902363 from the General Fund for \$180,465.46.

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

Approve the Consent Items as presented.

**MOTION CARRIES, 3-0**

**Executive Session - None**

## Information Items

1. Central Puget Sound Economic Development District (CPSEDD) Update – Jason Thibedeau, Program Manager

Mr. Thibedeau began his presentation by providing a high-level overview of Puget Sound Regional Council (PSRC) which serves as the Council of Governments for the four-county region of King, Kitsap, Pierce, and Snohomish and the Central Puget Sound Economic Development District (CPSEDD) which is the region's metropolitan planning organization. He detailed the mission of CPSEDD and described the composition of the board of directors which is a mix of elected officials and non-elected.

It was explained that CPSEDD is responsible for the development of a Regional Economic Strategy which is organized around three main goals of economic development, global competitiveness, and quality of life.

Mr. Thibedeau detailed the role of PSRC/EDD in economic development providing detail on recent projects in support of that role. He responded to questions and comments from the Board related to several items such as regional industrial lands analysis update; regional housing strategy and monitoring; technical assistance provided to counties for comp plan updates; ferry system; clean energy; and expanding aviation.

In closing, Mr. Thibedeau highlighted upcoming projects for PSRC/EDD.

2. Greater Seattle Partners (GSP) Update – CEO Brian Surratt and COO Rebecca Lovell

CEO Surratt and COO Lovell provided background information on themselves and discussed the work GSP does; where the organization has been, where they want to go; and how they can partner with Kitsap and Port of Bremerton to strengthen the region's economic development efforts. They provided an overview on GSP goals and their signature programs including their new "Uncommon Thinkers Welcome" campaign.

They responded to full questions and comments from the Board and discussed further detail on the GSP model and investment structure.

**Citizen Comments** - None

## Action Items

1. Circuit of the Northwest (CNW) Lease Amendment #4 – Lease Option Renewal  
*Presented by Jim Rothlin, Chief Executive Officer*

Following presentation and after questions and comments were addressed by CEO Rothlin and Attorney Seth Woolson;

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

Approve the Fourth Amendment to Lease with Circuit of the Northwest, LLC

**MOTION CARRIES, 2-1 Yes – Anderson, Strakeljahn; No – Bozeman**

2. Bid Award to Ponce Excavation Construction & Consulting (PECC) for the Airport Fire Station Building Roof & Exterior Remodel Project #02-23-20017-C  
*Presented by James Goodman, Director of Facilities & Property Development*

Following presentation and after questions and comments were addressed;

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

Approve the bid award for the Fire Station Roof and Exterior replacements to Ponce Excavation Construction & Consulting (PECC) in the amount of \$67,132.88 and authorize the CEO to execute the contract in accordance with approved contracting guidelines.

**MOTION CARRIES, 3-0**

3. Professional Services Agreement with Mead & Hunt, Inc., for Bremerton National Airport Feasibility Study Phase I  
*Introduced by CEO Jim Rothlin and presented by Cole Barnes, Airport Manager*

Following presentation and after questions and comments were addressed;

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

Approve the Professional Services Agreement with Mead & Hunt, Inc., for Phase I of the Airport Feasibility Study and authorize the CEO to execute the agreement.

**MOTION CARRIES, 3-0**

### **Staff Reports**

*Jim Rothlin, Chief Executive Officer*

- Was invited to attend a meeting with the County regarding the region hosting World Cup Soccer in 2026
- Attending the Washington Public Ports Association (WPPA) Executive Directors conference this week.
- Introduced new CFO Aaron Schielke providing his professional background. CFO Schielke provided some personal and further professional background information noting his degree is in public administration although this is his first career job in that sector.

### **Commission Reports / New Business**

*Commissioner Anderson*

- Will be attending the Kitsap Economic Development Alliance (KEDA) quarterly board meeting on Thursday, July 11.

## **Adjournment**

There being no further business before the Board, the meeting was adjourned at 12:20 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
July 18, 2024

Axel Strakeljahn  
Commission Secretary  
July 23, 2024

Draft

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

Agenda Item No: Action Item #1  
Subject: Olympic View Industrial Park NE Campus Site Concept Plans  
Exhibits: Professional Services Agreement with NL Olson & Associates  
Prepared By: Arne Bakker, COO  
Meeting Date: July 23, 2024

Summary:

In the Capital Budget for 2024, the Commission approved the project to create Site Concept Plans and Artist Renditions for the pad ready sites at the Olympic View Industrial Park. This project will consist of two (2) separate site concept plan alternatives showing the maximum available building footprint, parking availability, emergency vehicle access, pedestrian and bicycle access, required setbacks, and required landscaping buffers. The purpose of this project is to expand our marketing efforts in tenant recruitment and expansion.

Fiscal Impact:

2024 Capital Budget:	\$100,000
Project Costs:	\$65,000
Budget Remaining:	\$35,000

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 4.b.2, to establish routine mechanisms to communicate with existing tenants (and prospects) to explore business expansion needs.

Recommendation:

Port staff recommends the Professional Services Agreement with NL Olson & Associates for the Capital project to create Site Concept Plans and Artist Renditions in the amount of \$65,000

Motion for Consideration:

**Move to approve the Professional Services Agreement with NL Olson & Associates and authorize the CEO to execute the agreement.**

**PORT OF BREMERTON  
AGREEMENT FOR PROFESSIONAL SERVICES  
(CHAPTER 39.80 RCW)**

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

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

(the "Port")

AND

**N.L. Olson & Associates, Inc.**  
Attn: Norm Olson, P.E.  
2453 Bethel Ave  
Port Orchard, WA 98366

("Consultant")

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**Term of Contract:** 07/23/2024 – 11/25/2024

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

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

**CONSULTANT NAME**

**PORT OF BREMERTON**

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

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

Name/Title: Norm Olson, P.E., President \_\_\_\_\_

Name/Title: Jim Rothlin, CEO \_\_\_\_\_

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

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



## GENERAL PROVISIONS

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

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

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

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

**3. Compensation and Payment.** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Consultant's Fee Schedule, Exhibit "B." The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Scope of Work or Amendment(s). The Consultant shall not adjust the wage rates in Exhibit "B" without written authorization from the Port.

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

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

travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the Work shall not exceed the specified amount unless first authorized by the Port.

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

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

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

would be due as set forth herein above, then no final payment shall be due and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

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

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

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

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 **Workers' Compensation Insurance** as required by law.

7.2 **Employers' Liability Insurance** (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

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

7.4 **Professional Liability Insurance** covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

7.5 Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein **shall endorse the Port as an additional insured.** Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon thirty (30) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-

claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.6 With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter.

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

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing Work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

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

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

Agreement, no person having such interest shall be employed by it or any of its Subconsultants.

10. **Compliance With Applicable Law.** The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the Work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the Work affect the cost of performing the Work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port. By executing this Agreement, Consultant further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirement.

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

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the Services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and

indemnification shall apply only to the extent of the Consultant's negligence; and/or

- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

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

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

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Port

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

13. **Public Disclosure Request.**

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

14. **Plans, etc. Property of Port.** All Work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port, shall become the property of the Port. No

reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's Work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically- transmitted output must be compatible with existing Port software and shall be provided to the Port in a CAD or other appropriate electronic format. All CAD deliverables shall be consistent with the Port's standard CAD layering system, as provided by the Port to the Consultant. Consultants shall check with the Port for software application, system compatibility and preferred file type.

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

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

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

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

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

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the Port’s review and approval.

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

and costs. The parties irrevocably waive any right to federal court jurisdiction for disputes arising hereunder.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port’s reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

24. **Standard of Performance:** Consultant represents that the Services will be performed within the limits prescribed by the Port and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with, or exceeding, the standard of care and skill ordinarily exercised by other professionals in the State of Washington under similar circumstances at the time the Services are performed.

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

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



**N.L. Olson & Associates, INC.**  
*Engineering, Planning & Land Surveying*

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**Port of Bremerton Request for Qualifications #04-24-40016-C  
Site Concept Plans for certain NE Campus, Basin 7 Lots and Lot 4 in Basin 6**

**Proposal - Scope of Work & Budget**

**For**

**The Port of Bremerton  
Attn: Arne Bakker  
Chief Operations Officer  
arneb@portofbremerton.org  
June 26, 2024**

The following is N.L. Olson & Associates, Inc.'s (NLO's) proposal to provide professional civil engineering and architectural services to the Port of Bremerton (POB or Client) for the NE Campus, Basin 7 site concept plans as specified in RFQ #04-24-40016-C. In addition, Lot 4 that is located within Basin 6, will be included. Along with NLO, Blue Architecture (Blue) will also provide services for the project, both assisting with the site layouts and in preparation of the architectural renderings.

The project scope includes preparation of concept site plans for the building sites legally described and depicted within associated exhibits for those padded sites (lots) currently undeveloped and available at the referenced area of the NE Campus, Basin 7 division, specifically Lots 8 – 14 and Basin 6 division, Lot 4. NLO has previously prepared concept site plans for a combination of Lots 13 & 14 and a plan for Lot 11. Moreover, MAP. Ltd previously prepared a site plan for Lot 4. These prior produced plans will be reviewed for current city requirements and will be utilized as they currently exist or revised in some manner. It is anticipated that two (2) separate concept site plan alternatives will be prepared for most of the lots and some of the alternatives may potentially include multiple lots in combination to present possibilities for larger industrial development sites as well. Lots 4 & 11 already have one alternative complete.

Important factors to be demonstrated for each building pad is the following, but not limited to:

- maximum available building footprint
- parking availability and configuration
- emergency vehicle access, double access where necessary
- turning and maneuvering templates for potential large trucks and trailers
- pedestrian access and accessibility
- required landscape buffers & islands
- required lot setbacks

For the landscaping conceptual layouts, specific plantings are deemed not as important as demonstrating adequate landscaping area; however, elements such as individual trees and landscape shrubs will be discernable in both the plans and rendering.

Upon acceptance of the various concept site plans by the client, after being presented for review, artistic renditions of the plans will be prepared. The rendering will show various situational views commensurate with the land use proposed by the conceptual design. These renditions will include different site and building elevations views and show staging configurations that might be expected given the nature of the specific use and associated activities, i.e., truck loading, office entries, general parking and pedestrian activities as well as existing open space and potential amenities.

NLO's proposal for the project scope of work includes the following Tasks:

- Task 1 – Civil Engineering Planning & Site Design Concept Preparation**
  - Task 2 – Architectural Planning & Rendering Preparation**
  - Task 3 – Coordination & Project Management**
- 

**Task 1 – Civil Engineering Planning & Site Design Concept Preparation:**

Each lot will receive at least one conceptual design as a stand-alone site, i.e., not combined with an adjacent lot as a first alternative. Additional alternative conceptual layouts will then be created that may include two or more adjacent lots combined for a single development or may instead be a second alternative configuration of the lot developed independently. The civil design for the concept site planning will include the elements discussed above:

- Access routes and approaches to the fronting roadways
- Building orientation and available building footprint at different orientations
- Loading docks if applicable with demonstration of truck & trailer size allowance
- Parking lot layout and configuration
- Pedestrian access and accessibility
- Required landscape buffers & islands
- Required lot setbacks and buffers

The concept design will also attempt to include the as-built utility data available to depict potential connection locations for utilities such as water and sewer and include concept main routing through the site if warranted. Stormwater connections may be depicted as well. Information regarding grading, i.e., spot elevations not necessarily contouring, will be included if it makes sense, especially if stormwater connections are shown.

**Estimated Fee for Task 1 = \$35,000.00**

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**Task 2 – Architectural Planning & Rendering Preparation**

Upon acceptance of the various concept site plans by the client artistic renditions of the plans will be prepared. While Blue will lead the preparation of the renderings for each alternative for each site, they will also assist NLO with the concept layout design preparation.

The particular or specific uses associated with a given site concept proposed will determine the theme and views included during the rendering creation. If the site plan focuses on a warehouse building strictly applicable to staging and storage warehousing with multiple loading docks, the rendering may focus more



on the trucks and trailers maneuvering and staging at the docks. Alternatively, if the particular concept use focuses on a mix of office with a small industrial complex, the renderings may include more human related activities occurring on the site as well vehicle parking interfacing with pedestrian facilities and amenities. Color will be used extensively.

**Estimated Fee for Task 2 = \$20,000.00**

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**Task 3: Project Coordination & Management:**

NLO will manage the project design process between the civil design and architectural renderings and coordinate with the client regarding interim site concepts and planning ideas. It is anticipated NLO will discuss individual site layout planning ideas to the client for concurrence prior to finalizing the civil concept alternatives and subsequent renderings

**Estimated Fee for Task 3 = \$10,000.00**

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**Deliverables:**

All The concept site design alternatives will be provided in electronic format, pdf and ACAD, and will be provide as full size and half size color printed sheets for wall display if desired.

**Assumptions:**

Please note that the following are not included in the scope of this proposal:

- Topographic Survey – It is assumed the original as-built survey for the Basin 7 site development project will provide sufficient data and basis for the concept design.
  - Architectural Landscape Design – Landscaping areas and plants will be depicted in the concept plans and renderings but strict compliance with city landscape code is not necessary for this project.
  - Environmental Studies/Reports – It is assumed the critical areas and buffers shown of the design and as-built plans for the Basin 7 site development are still valid.
-

**Budget Summary:**

Task 1 – Civil Engineering Planning & Concept Design	<b>\$35,000.00</b>
(2) Alt / site * 8 sites * \$2,500/alt	
(1) Alt. for Lot 11 is complete (subtract)	
(1) Alt. for Lot 4 is complete (subtract)	
Task 2 – Architectural Planning & Rendering Preparation	<b>\$20,000.00</b>
8 sites * \$2,500 (includes 2 sets of renderings)	
Task 3 – Coordination & Project Management	<b><u>\$10,000.00</u></b>
<b>Total</b>	<b><u>\$65,000.00</u></b>



**Note: Current fee schedules are attached for NLO and Blue.**

If you should have any questions or comments regarding this proposal, please do not hesitate to contact me at (360) 876-2284 or via e-mail. We look forward to working with the Port of Bremerton on this project.

Thank you,



Norm Olson, P.E.  
President

 <b>N.L. OLSON &amp; ASSOCIATES, INC.</b> <b>FEE SCHEDULE</b> (Effective January 2024) <b>EXHIBIT B</b> 	
Classification	Hourly Rate
<b>Office Staff</b>	
Principal Engineer	\$ 220.00
Project Engineering Manager	\$ 200.00
Sr. Project Engineer	\$ 180.00
Surveyor, PLS	\$ 200.00
Project Surveyor	\$ 155.00
Sr. Design Engineer	\$ 155.00
Design Engineer II	\$ 140.00
Design Engineer I	\$ 115.00
Sr. Geologist	\$ 130.00
Geologist	\$ 110.00
Staff Geologist	\$ 105.00
Sr. Drafter	\$ 105.00
Drafter	\$ 85.00
Field Technician	\$ 100.00
Permit Coordinator	\$ 110.00
Support Staff	\$ 80.00
<b>Field Crew -Survey</b>	
Field Crew - 2 Person	\$ 220.00
Field Crew - 1 Person Robotic	\$ 160.00
GPS - 1 Person	\$ 160.00
Party Chief	\$ 130.00
Instrument Operator	\$ 90.00
<b>EXTRA EXPENSE SCHEDULE</b>	
EXPENSE DESCRIPTION	COST
<b>MILEAGE</b>	
Company Vehicle	Current Rate
Individual Vehicle	Current Rate
Ferry	Current Rate
<b>REPRODUCTIVE FEES</b>	
Blueprint / Blackline	2.50 / sheet
Oversized Prints	3.00 / sheet
Mylar	8.00 / sheet
Extra Copies (Letter Legal - Client Requested)	.10 / sheet
<b>COURIER SERVICES</b> (UPS, Fed Exp., Mailboxes, Etc.)	As billed by service w/Admin Charge of 10% added
<b>OTHER CONSULTANTS</b>	As billed by consultant w/Admin Charge of 10% added
<b>EXPERT WITNESS</b> -Testimony, depositions, etc.	\$400.00/hour



## Terms of Agreement for Design Services

Date of Agreement: June 14, 2024

Project: Port of

Bremerton

Project No.: 2024128.00

### 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. 2024 Hourly Rates

Principal in Charge:	\$ 245.00
Project Architect:	\$ 165.00
Project Manager:	\$ 185.00
Production Support:	\$ 125.00
Interior Designer:	\$ 115.00
Administrative Staff:	\$ 75.00

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.

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

Agenda Item No: Action Item #2  
Subject: Airport Way Phase 2.2 and 2.3 Environmental Update and Final Design  
Exhibits: Professional Services Agreement Parametrix  
Prepared By: Arne Bakker, COO  
Meeting Date: July 23, 2024

Summary:

During the process of trying to secure funding for the construction of Airport Way Phase 2.2, a take-off meeting was required with WSDOT concerning the environmental aspects of this project that is set to begin in 2027. The National Environmental Policy Act (NEPA) that was conducted for Airport Way was completed in 2014 and has since expired.

In order to be eligible for funding, Port staff had to ensure that a full environmental assessment would not be required as this would be a costly process and likely not be completed in time to construct Airport Way. In discussions with WSDOT and Parametrix, Port staff and WSDOT were able to agree that a full assessment would not be required by WSDOT, however the Critical Area Report, Cultural Resources Report, and the Biological Assessment will need to be upgraded for Phases 2.2 and 2.3 of Airport Way. As these reports and assessments are very time critical to be ready for construction in 2027, Port staff will need to begin the process immediately.

Also, final construction plans for phase 2.2 will be completed for permitting. Phase 2.3 has been included for the environmental work and cost estimating due to FMSIB (Freight Mobility Strategic Investment Board as the Port has applied for funding for design and construction for phase 2.3 and funding for the gap for phase 2.2.

Fiscal Impact:

Capital Budget Business Development Opportunities:	\$93,655
Project Costs:	\$54,590
Budget Remaining:	\$40,065

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 7.c. Be good stewards of the environment to improve the quality of our natural resources and 4.d to prioritize new investments in a multi-year capital budget.

Recommendation:

Port staff recommend approval of the Professional Services Agreement with Parametrix for the Airport Way Phase 2.2 and 2.3 Environmental Update and Final Design in the amount of \$54,590 and authorize the CEO for signature.

Motion for Consideration:

**Motion to approve the Professional Services Agreement with Parametrix for the Airport Way Phase 2.2 and 2.3 Environmental Update and Final Design in the amount of \$54,590 and authorize the CEO to execute the agreement.**

**PORT OF BREMERTON  
AGREEMENT FOR PROFESSIONAL SERVICES  
(CHAPTER 39.80 RCW)**

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

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

(the "Port")

AND

**Parametrix**  
Attn: Susan Devine, MLS  
60 Washington Avenue, Suite 390  
Bremerton, WA 98337

("Consultant")

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**Term of Contract:** 7/24/2024-12/31/2025

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

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

**CONSULTANT NAME**

**PORT OF BREMERTON**

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

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

Name/Title: \_\_\_\_\_

Name/Title: Jim Rothlin, CEO

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

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

## GENERAL PROVISIONS

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

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

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

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

**3. Compensation and Payment.** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Consultant's Fee Schedule, Exhibit "B." The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Scope of Work or Amendment(s). The Consultant shall not adjust the wage rates in Exhibit "B" without written authorization from the Port.

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

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



travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the Work shall not exceed the specified amount unless first authorized by the Port.

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

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

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

would be due as set forth herein above, then no final payment shall be due and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

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

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

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

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 **Workers' Compensation Insurance** as required by law.

7.2 **Employers' Liability Insurance** (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

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

7.4 **Professional Liability Insurance** covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

7.5 Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein **shall endorse the Port as an additional insured.** Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon thirty (30) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-

claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.6 With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter.

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

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing Work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

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

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

Agreement, no person having such interest shall be employed by it or any of its Subconsultants.

10. **Compliance With Applicable Law.** The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the Work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the Work affect the cost of performing the Work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port. By executing this Agreement, Consultant further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirement.

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

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the Services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or

- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

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

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

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Port

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information

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

**13. Public Disclosure Request.**

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

**14. Plans, etc. Property of Port.** All Work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port, shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents

produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's Work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

**15. Electronic File Compatibility.** All electronically- transmitted output must be compatible with existing Port software and shall be provided to the Port in a CAD or other appropriate electronic format. All CAD deliverables shall be consistent with the Port's standard CAD layering system, as provided by the Port to the Consultant. Consultants shall check with the Port for software application, system compatibility and preferred file type.

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

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

**18. Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105 (p)) is

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the Port's review and approval.

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

to federal court jurisdiction for disputes arising hereunder.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

24. **Standard of Performance:** Consultant represents that the Services will be performed within the limits prescribed by the Port and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with, or exceeding, the standard of care and skill ordinarily exercised by other professionals in the State of Washington under similar circumstances at the time the Services are performed.

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

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

## EXHIBIT A

### Port of Bremerton Airport Way Phase 2.2 Gap Scope

## Introduction

This scope of work outlines the tasks necessary to prepare and receive city approval of final civil engineering documents for Phase 2.2 of Airport Way. This “gap scope” also updates needed SEPA.

A corridor study, SEPA and NEPA permitting, preliminary survey, geotechnical analysis, a critical areas report, and 100% civil design plans have previously been prepared for all of Phase 2-2.

## Task 01 – Project Management

### Objectives

The objective of this task is to meet/coordinate with the Port of Bremerton (Client), and/or City of Bremerton (City) as needed to provide Civil Engineering Consultation and Design for the Project in order to receive Project approvals. This work will be executed on a time and materials basis.

### Tasks

The following tasks will be completed:

- Meeting with the client to go over project details, (assumes 2 total meetings).
- Meeting with the city to go over civil plan submittal and schedule (one meeting assumed).
- Provide graphics, exhibits, and materials for Port to utilize in preparation of PSRC and FMSIB grants, including coordination with WSDOT.

### Assumptions

The following assumptions for this task include:

- Meetings with Port, WSDOT, and other AHJs as needed– two (2) meetings assumed.

### Deliverables

Parametrix will provide the following deliverables under this task:

- Grant materials

## Task 02 – Civil Plans

### Objectives

To progress the roadway design plans to a 100% design level to final, bid ready for construction civil plans.

## Tasks

- Complete two (2) civil engineering review for final signing.

## Deliverables

- Final signed civil plans in PDF format or hard copy upon request.

## Assumptions

The following assumptions for this task include:

- Our proposal includes preparation of 100% civil plans for Phase 2.2. The plan set will include all on-site improvements described above and will show construction as a single Phase.
- The city of Bremerton will not require any significant design changes from the 30% drawings submitted previously.
- Stormwater design will be done in accordance with the current version of the Ecology stormwater manual.
- Roadway stormwater will be treated and infiltrated through pervious pavements.
- Off-site stormwater will be collected in ditches before it reaches the roadway and conveyed past the roadway with culverts.
- Illumination will not be required and is not included in this bid proposal.
- Landscape plans are limited to roadside restoration and the future utility corridor.
- Irrigation design plans are not included in the fee proposal.
- Utility design including water, sewer, and dry utilities is not included in this proposal. A separate scope can be prepared if this is requested.
- Structural design, including walls, is not included.
- Design and layout of roadway connections from adjacent properties is not included in this scope.
- No additional soils investigation and/or report will be necessary to complete the stormwater design.

## Task 03 – Phase 2.3 Probable Cost

### Objectives

The objective of this task is to update the previously prepared Phase 2.2 Cost Estimate, and to prepare an Engineer's Opinion of Probable Construction Cost for Phase 2.3, for the Port to include with their FMSIB grant application for Phase 2.3

### Tasks

- Prepare cost estimate.

### Deliverables

- Opinion of Probable Cost

## Assumptions

The following assumptions for this task include:

- Prepare update of previous cost estimate, using current pricing.
- 2.3 Probable Cost will be based on current 30% design.

## Task 04 – Environmental

### Objectives

The objective of this task is to update the required environmental checklists and documents, to meet the requirements for Phases 2.2 and 2.3 grant applications. This includes a refresh of the BA, the Critical Areas Report, and the SEPA checklists.

### Tasks

- NEPA Studies (BA Refresh)
- Phase 2.2 SEPA Checklist
- Phase 2.3 SEPA Checklist
- CAR Refresh

### Deliverables

- BA Refresh, CAR Refresh, SEPA Checklists (2.2 and 2.3)

### Assumptions

The following assumptions for this task include:

- Assumes no new fieldwork for the BA, CAR or SEPA checklists is needed.
- 2.3 SEPA Checklist will be based on current 30% design.





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

Agenda Item No: Action Item #3  
Subject: Lessor Consent to Assignment for Collateral with Steelhead Group Holdings, LLC and Kitsap Bank  
Exhibits: None  
Prepared By: James Goodman, Director of Facilities & Property Development  
Meeting Date: July 23, 2024

**Summary:**

The "Lessor Consent to Assignment for Collateral" submitted by Kitsap Bank to the Port of Bremerton is a legal document that establishes permission from the owner (Port) of the leased property for the Lessee/borrower (Steelhead Holding Group / Inventech) to use that property as collateral for a loan or other financial transaction. This agreement is required by banks or financial institutions when the Lessee wishes to secure financing using leased assets. The agreement also allows the lending bank, in the event of a default by the Lessee under the loan, to become the Assignee of the Lease. The consent agreement establishes the bank as a priority interest in any collateral. If the Lessee defaults on the loan and the bank needs to seize the collateral, the Lessor's Consent ensures that the bank can legally take possession of structures built by Steelhead Group Holdings LLC and leased by Inventech as stated in the Lease Agreement.

In summary, a "Lessor's Consent to Assignment for Collateral" serves to protect the interests of both the bank and the Port in cases where leased property is used as collateral. It ensures that all parties involved are aware of and agree to the conditions under which the property can be used as security for a loan or other financial arrangement.

**Fiscal Impact:**

N/A

**Recommendation:**

Port staff recommends the Commission give consent to the CEO to execute and sign the Lessor Consent to Assignment for Collateral with Steelhead Group Holdings LLC. and Kitsap Bank.

**Motion for Consideration:**

**Move to approve the “Lessor Consent to Assignment for Collateral” with Steelhead Group Holdings LLC. and Kitsap Bank and authorize the CEO to execute the document.**