

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

February 13, 2024
10:00 AM

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

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 January 23, 2024.
- B. Payment of checks #902132 through #902135 and #902136 and #902137 through #902146 and #E01854 through #E01855 and #85603 through #85623 and #E01856 through #E01857 from the General Fund for \$55,253.60.
Payment of checks #902147 through #902150 and #902151 through #902153 and #902154 through #902155 and #85624 through #85652 and #E01858 through #E01874 and #902156 through #902159 from the General Fund for \$371,533.72.
Payment of checks #902160 through #902163 and #85653 through #85665 and #E01875 through #E01881 and #902164 through #902165 from the General Fund for \$83,174.06.

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

Action Items

1. Bay Street Properties Remediation Professional Services Agreement with Pioneer Technologies, Inc.
2. Resolution 2024-02 Declaring an Emergency under RCW 39.04.280
3. Wastewater Rate Schedule
4. Commission Officer and Board/Committee Assignments Rotation

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>
02/13	10:00 am	*Commission Regular Business Meeting - Hybrid
02/15	11:00 am	Kitsap Regional Coordinating Council (KRCC) Executive Committee
02/16	10:00 am	Peninsula Regional Transportation Planning Organization (PRTPO)
02/22	10:00 am	Puget Sound Regional Council (PSRC) Executive Board
02/22	12:00 pm	PSRC Executive Committee
02/23	10:45 am	*Ferry Local Elected Officials Convening
02/27	6:00 pm	*Commission Regular Business Meeting – Hybrid

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

January 23, 2024
6:00 PM

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
Jeremiah Wiley
James Weaver
James Goodman
Ginger Waye
Stephanie Frame
Anne Montgomery, Atty

Call to Order

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

Oath of Office

Kitsap County Judge (Ret.) James Riehl administered the Oath of Office to Axel Strakeljahn, re-elected Commissioner for District 3. Commissioner Bozeman offered congratulatory comments and Commissioner Strakeljahn provided words of appreciation to everyone for their support.

At 6:05 p.m., the meeting was recessed for a brief reception and reconvened at 6:15 p.m.

Approval of Agenda

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

A. Minutes of the regular business meeting of January 9, 2024.

- B. Payment of checks #902125 through #902126 and #902127 through #902128 and #902129 through #902131 and #85578 through #85602 and #E01835 through #E01853 from the General Fund for \$366,138.03.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Citizen Comments

David Emmons, President/CEO, Greater Kitsap Chamber of Commerce

- Congratulated Commissioner Strakeljahn on his re-election. He provided background on the Greater Kitsap Chamber of Commerce stating that Commissioner Bozeman was one of the initial board members of the Chamber in 2022 after Bremerton and Silverdale Chambers merged. He presented an award to Commissioner Bozeman for his leadership and tutelage while on the Board, especially regarding the fast ferry initiative.

Action Item - None

Staff Reports

Jim Rothlin, Chief Executive Officer

- Reported on employee anniversaries providing a brief background on each individual:
 - Jeremiah Wiley, Chief Financial Officer – 2 years
 - Ginger Wayne, Executive Assistant – 31 years
- Inventech Marine has contracted with Henderson Partners, LLC, for their 60,000 sq ft building in the industrial park. It is anticipated the walls will be going up starting March 15.
- Currently recruiting a new Airport Manager to replace the previous manager, Monroe Whitman IV.
- A new sign for Amelia's Hangar Restaurant has been installed on the building.
- Described the Port's booth that will be at the upcoming Seattle Boat Show, February 2-10 at Lumen Field.
- Busy first of the year kicking off 2024 projects and studies, dealing with freezing weather, king tides, etc. There was discussion with the board on the upcoming retreat planning and timing.
- Announced Washington State Department of Transportation (WSDOT) will be holding a public hearing/open house on the environmental assessment on the proposed SR3 freight corridor study. It will be held February 13 at North Mason High School from 5:00-7:00PM.

Commission Reports / New Business

1. Commissioner assignments for 2024-2025 representation of the Board on various organizations and committees.

Commissioner Bozeman suggested adding structure to the way committee assignments are assigned and rotated. After providing his philosophy on meetings, he provided the following recommendations on how the Port can transition the process for assigning representation on boards and committees every even calendar year:

- Continue rotating the Commission officer positions.
- Assign Commission President to Kitsap Regional Coordinating Council.
- Assign Commission Vice-President to Puget Sound Regional Council.
- Assign Commission Secretary to Kitsap Economic Development Alliance.
- Other assignments can be worked out with Commission agreement.

He stated his belief that rotating assignments makes for better elected officials as we become more informed; have different experiences; and it removes the politics.

Commissioner Anderson recommended giving it some thought and to bring ideas and discussion to the next meeting. It was determined to move Commissioner assignments for 2024-2025 to the next meeting agenda.

Commissioner Strakeljahn

- Central Puget Sound Economic Development District (CPSEDD) is working on putting together officer appointments.
- Recently assumed role of co-chair of Kitsap Regional Coordinating Council (KRCC) Board.

Commissioner Anderson

- Reported on a recent meeting on the WSDOT ferry system issues.
- Planning to attend the upcoming All Kitsap Ports meeting during which James Weaver, Director of Marine Facilities, will provide a presentation on grants.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 6:53 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
February 8, 2024

Axel Strakeljahn
Commission Secretary
February 13, 2024

PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Bay Street Properties Remediation Contract - Pioneer Technologies
Exhibits: Contract Pioneer Technologies Corporation
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: February 13, 2024

Summary:

In June of 2023, the Port of Bremerton was awarded a United States Environmental Protection Agency (EPA) grant for \$800,000 to conduct environmental remediation for the properties located at 521 and 525 Bay Street, Port Orchard, Washington. The Grant requires that the Port engage the services of a Qualified Environmental Professional (QEP).

On November 15, 2023, the Port of Bremerton issued a Request for Qualifications. On November 29, 2023, three firms responded and were interviewed by a Port of Bremerton committee. Upon review and evaluation of the responding firms, Pioneer Technologies was identified as the most qualified firm.

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

Fiscal Impact:

The maximum amount of \$270,000.00 in services to be conducted by Pioneer Technologies as part of this environmental remediation project. The EPA Grant reimbursement is for a total amount of \$800,00.00 for work conducted. The net fiscal impact to the Port for the change order would be zero.

Strategic Purpose:

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

Recommendation:

Port staff recommend the approval of the Pioneer Technologies contract.

Motion for Consideration:

Move to approve the Port Orchard Properties environmental remediation contract with Pioneer Technologies.

**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

PIONEER TECHNOLOGIES, INC.
Attn: Chris Waldron, President/CEO
5205 Corporate Center CT ST Suite A
Lacey, WA 98503

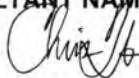
("Consultant")

Term of Contract: The contract term commences at the date of contract execution and extends through September 20, 2028, with the option for a one-year (1) extension to be exercised at the Port's discretion.

- **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.

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



Signature: _____

Name/Title: Chris Waldron, President/CEO

Date: January 22, 2024

Digitally signed by Chris Waldron
DN: cn=Chris Waldron, o=PIONEER
Technologies Corporation, ou,
email=waldronc@uspioneer.com,
c=US
Date: 2024.01.22 14:39:13 -08'00'

PORT OF BREMERTON

Signature: _____

Name/Title: Jim Rothlin, Chief Executive Officer

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.**

CW 1/22/2024
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.

Memo



5205 Corporate Ctr. Ct. SE, Ste. A
 Olympia, WA 98503-5901
 Phone: 360.570.1700
 Fax: 360.570.1777
 www.uspioneer.com

To: James Weaver
From: Joel Hecker, Troy Bussey, and Chris Waldron
Cc: Ellen Ataie
Date: January 4, 2024
Subject: PIONEER Technologies Corporation Statement of Work for Port of Bremerton’s FY2023 USEPA Brownfield Multipurpose Grant Project

PIONEER Technologies Corporation (PIONEER) is excited to partner with the Port of Bremerton (Port) on their United States Environmental Protection Agency (USEPA) Brownfield Multipurpose Grant Project. The specific scope of work is not fully defined as it depends at least in part on yet to be determined individual projects throughout the grant Target Area (the Port Orchard Waterfront). However, the framework of the scope of work and not-to-exceed costs are included in the USEPA-Approved Work Plan. PIONEER will work with the Port to complete programmatic activities (grant management), community engagement, site assessments, cleanup and reuse planning, and remediation, per the Work Plan. Estimates of PIONEER's costs are included in the following subsections, separated by Work Plan tasks. These estimates are based on the cost guidelines provided in the USEPA-approved Work Plan and are summarized in Table 1 below. PIONEER-specific costs are shown on the row highlighted blue and are a portion of the overall contractual costs associated with the grant.

Table 1 – Budget Table from Section 4.1 of the Work Plan (Amended to Separate out PIONEER Contractual Costs)

Budget Categories (all direct costs)	Multipurpose Grant Project Tasks					
	Task 1 Grant Management	Task 2 Community Engagement	Task 3 Site Assessment (PHI & PHII ESAs)	Task 4 Cleanup and Reuse Planning	Task 5 Remediation	Total Budget
Personnel	\$5,000	\$10,000	\$0	\$0	\$0	\$15,000
Travel	\$4,400	\$0	\$0	\$0	\$0	\$4,400
Contractual (others)	\$0	\$0	\$0	\$20,000	\$450,000	\$470,000
Contractual (PIONEER)	\$5,000	\$5,000	\$120,000	\$20,000	\$120,000	\$270,000
Other**	\$600	\$15,000	\$0	\$15,000	\$10,000	\$40,600
Total Budget	\$15,000	\$30,000	\$120,000	\$55,000	\$580,000	\$800,000

**Other includes conference fees (\$600), state oversight costs (\$15,000), and participant support costs (\$25,000)

Note, unspent grant funds from one Task/Budget Category can be shifted to another Task/Budget Category. For example, if state oversight costs in Task 4 end up being less than \$15,000, the remainder of those funds could be shifted to Task 3 and used for assessment work (with USEPA project manager approval). As a result, the budget amounts per category presented in the Work Plan should be treated as a living document.

Task 1 – Grant Management

PIONEER Costs for grant management are not to exceed \$5,000 without written approval from the Port. These costs include time spent on project meetings and on periodic reporting (e.g., ACRES database entries, quarterly reporting, and final closeout reporting) for submittal to the Port and USEPA. Costs for this task will be billed on a time and materials basis in accordance with Attachment 1.

Task 2 - Community Engagement

PIONEER Costs for community engagement and site inventory activities are not to exceed \$5,000 without written approval from the Port. These costs include preparing, printing, and mailing project information and marketing documents, costs for coordinating/conducting community involvement and outreach meetings, and costs for visiting and identifying new sites. Costs for this task will be billed on a time and materials basis in accordance with Attachment 1.

Task 3 - Site Assessments

PIONEER Costs for site assessment activities (e.g., eligibility determinations [EDs], Phase I and Phase II Environmental Site Assessments [ESAs], Sampling and Analysis Plans [SAPs], and Health and Safety Plans [HASPs]) are not to exceed \$120,000 without written approval from the Port. The costs for completing site assessments will vary depending on the complexity of the site and whether the Washington Department of Ecology is involved. Based on past experience, PIONEER's EDs typically cost less than \$500, Phase I ESAs cost \$4,000 to \$6,000, SAPs cost \$4,000 to \$6,000, and Phase II ESAs cost \$15,000 to \$60,000. However, actual costs may vary depending on site-specific variables. Costs for complex sites may exceed these estimates. Phase I ESAs will be billed as lump sum. EDs, SAPs, and Phase II ESAs will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.

A project-wide Quality Assurance Project Plan (QAPP) will also be prepared under this task and will be a lump sum cost of \$5,000.

Task 4 - Cleanup and Reuse Planning

PIONEER costs for cleanup and reuse planning activities are not to exceed \$20,000 without written approval from the Port. These costs may include preparation of Remediation Work Plans (RWPs), assessment of brownfields cleanup/redevelopment alternatives (ABCAs), evaluation of institutional and engineering controls, and/or meeting with local, county, and/or state units of government officials to discuss the proposed cleanup and to assist with planning for the successful redevelopment of brownfield sites. Costs for this task will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.

Task 5 - Remediation

PIONEER costs for remediation activities are not to exceed \$120,000 without written approval from the Port. These costs may include managing all aspects of site cleanup, acquiring local and state permits, contractor coordination, field presence, confirmation sampling, reporting, and/or meeting with local, county, and/or state units of government officials to discuss the remediation and associated results. Costs for this task will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.



Task Authorization Requests

PIONEER will submit task authorization requests with project costs for each Phase I ESA, QAPP, SAP, Phase II ESA, Cleanup/Reuse Plan, and remediation project to the Port. PIONEER will not begin work until the Port approves the task authorization requests. Invoices will be submitted to the Port on a monthly basis. Payment terms are net 30 days.

Enclosures

Attachment 1

2024 Port of Bremerton Rates

Exhibit "B"

Attachment 1

2024 Port of Bremerton Rates

PIONEER TECHNOLOGIES CORPORATION LABOR CATEGORY	2024 Port of Bremerton Hourly Rate (Discounted from published 2024 commercial rates)
Principal Scientist Principal Developer Principal Engineer	\$214.20
Senior Scientist Senior Developer Senior Project Manager Senior Engineer	\$184.50
Project Scientist Project Engineer Project Developer	\$143.82
Staff Scientist Staff Engineer Staff Developer	\$126.90
Administrative Assistant	\$86.40
Intern	\$51.30

OTHER EXPENSES	Rate
Vehicle Miles	IRS Current Mileage Rate (\$0.67 per mile)
Other Direct Costs/Subcontractor/Equipment Rental	Cost Plus 8%

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #2
Subject: Avian Emergency Repair Resolution
Resolution 2024-02 Declaring an Emergency
Exhibits: Contracts: ServPro Kitsap, Fox Fire, SAFE Security, Red Bird Flight, & Armco Construction
Prepared By: James Goodman, Director of Facilities & Property Development
Meeting Date: February 13, 2024

Summary:

On Sunday, January 14, 2024, freezing temperatures caused a section of the Avian Flight Center's first-floor sprinkler system to crack and break. The break was in an unheated, limited insulated breezeway outside the west lobby. The result of the cracked sprinkler pipe was significant flooding throughout the west side of the Avian building, affecting the breezeway, a lobby, three offices, and a hallway. The flooding damaged drywall, ceilings, carpet, and office property.

Port employees contacted Alliant Insurance to submit a claim and approval for repairs. ServPro of Kitsap was contacted to assess and begin drying and demolition procedures. The fire suppression system was non-operational, requiring "fire watch" personnel per the requirement of the Fire Department. Port employees conducted the "fire watch" duties overnight for several days. SAFE Security of Silverdale was then contracted to continue the "fire watch" duties until Fox Fire of Port Orchard completed the repairs to the fire sprinkler system on January 25.

Armco Construction of Manchester was selected to begin immediate renovation work after completion of ServPros' removal of damaged debris. Additionally, Red Bird Flight of Arizona was contracted to carefully disassemble and move Avian's flight simulator from an affected room to another location. However, this should not delay the restoration process.

The process of the above work complies with Exemptions to Competitive Bidding requirements as detailed in RCW 39.04.280 (3)(a) "Present a real, immediate threat to the proper performance of essential functions: or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken."

Resolution No. 2024-02 declares that an emergency existed due to damage caused by the incident, which required the Chief Executive Officer to resolve and prevent further damage to the building quickly and may require subsequent immediate actions, and that this Resolution

is intended to authorize the Chief Executive Officer to take such emergency actions as stated above to address this emergency.

Fiscal Impact:

Funding comes from a claim with Alliant Insurance

Initial Insurance Agent Estimate: \$ 75,000 - \$ 100,000

ServPro Kitsap Current Estimate: \$ 20,000

Fox Fire Estimate (contract being finalized): \$ 2,000

Red Bird Flight Estimate: \$ 5,000

SAFE Security Estimate: \$ 3,000

Armco Construction Estimate: \$ 25,000

Current Project Cost Total Estimate: \$ 55,000

Total Cost to Port of Bremerton – Insurance Deductible: **\$ 25,000**

Recommendation:

Port staff recommends the approval of Resolution No. 2024-02 declaring an emergency existed due to damage caused by the incident, which required the Chief Executive Officer to resolve and prevent further damage to the building.

Motion for Consideration:

Move to approve Resolution No. 2024-02 declaring an emergency under RCW 39.04.280 and waiving competitive bidding requirements.

PORT OF BREMERTON
KITSAP COUNTY, WASHINGTON
RESOLUTION NO. 2024-02
DATED: February 13, 2024

A RESOLUTION of the Board of Commissioners, Port of Bremerton, declaring an emergency under RCW 39.04.280 and waiving competitive bidding requirements.

WHEREAS, the Port of Bremerton (“Port”) has the authority to award a contract and commence public work after waiving the competitive bid requirements in an emergency situation under the authority provided by RCW 39.04.280, and other Washington law;

WHEREAS, pursuant to RCW 39.04.280, in an emergency, the Port Chief Executive Officer may declare an emergency exists, waive competitive bidding requirements, award all necessary contracts to address the emergency situation;

WHEREAS, in the event, the Chief Executive Officer declares an emergency and allows contracts to address such emergency, the Commission must enter a written finding of the existence of the emergency no later than two (2) weeks after award of emergency public works contracts;

WHEREAS, on or about January 14, 2024, due to extreme cold weather, water pipes in the Port’s building, commonly referred to as Avian Flight Center (the “Building”) burst, causing damage to the building (the “Incident”);

WHEREAS, in response to the Incident, the Chief Executive Officer declared an emergency and entered into written public works contracts without competitive bidding with ServPro Kitsap, SAFE Security, Red Bird Flight, Fox Fire, and Armco Construction (collectively the “Contractors”) to repair the building;

WHEREAS, the Commission of the Port of Bremerton (the “Commission”) has reviewed the contracts the Chief Executive Officer executed with the Contractors to repair the damages caused by the Incident;

WHEREAS, the Commission confirms that an emergency existed due to damage caused by the incident, which required the Chief Executive Officer to resolve and prevent further damage to the building quickly and may require subsequent immediate actions, and that this Resolution is intended to authorize the Chief Executive Officer to take such emergency actions as needed to address this emergency, provided the Chief Executive Officer notifies the Commission as soon as practicable thereafter; and

WHEREAS, the emergency situation described above necessitates this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, Port of Bremerton:

1. **FINDINGS AND DECLARATION.** The Commission hereby and expressly finds and declares, based upon the Recitals above, which are expressly adopted herein as findings, that the Incident caused damages to the building, which constitutes an emergency situation under RCW 39.04.280 and necessitated, and may further necessitate, a waiver of competitive bidding requirements. The Commission hereby ratifies the contracts the Chief Executive Officer entered into with the Contractors for repair of the building.

2. **AUTHORITY DELEGATED TO CHIEF EXECUTIVE OFFICER.** This Resolution further authorizes the Port's Chief Executive Officer to exercise such emergency action as is reasonably necessary under applicable Washington State law generally, Title 53, RCW, RCW 53.12.270 (Delegation of powers to managing official), RCW 39.04.280 for emergency procurement, and Chapter 39.28 RCW (Emergency Public Works). Effective upon signature hereto, the Chief Executive Officer is authorized to exercise such additional lawful authority through the use and direction of Port personnel, services, equipment, and such additional acts as the Chief Executive Officer may find necessary in its sole discretion to properly and safely manage this emergency situation, including to obtain supplies, equipment, personal property, professional, procured or technical services, etc. (including selecting contractors and awarding such contracts as necessary), public works as defined by RCW 39.04.010, and take such other lawful acts, as may be necessary and reasonably related, to respond to the emergency declared hereunder. Specifically, and without limiting the forgoing, the Commission waives the competitive solicitation process(es) for letting public works contracts in response to the emergency situation described herein.

ADOPTED by the Board of Commissioners of the Port of Bremerton at the regular public meeting thereof held this 13th day of February, 2024 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission.

Commission President

Commission Vice President

ATTEST:

Commission Secretary

Servpro Kitsap County

P.O. Box 4957
Bremerton, WA 98312
360-373-1290 Phone
360-373-1543 Fax
office9623@servprokitsapcounty.com
Tax ID 26-2682399

Insured: Port of Bremerton
Property: Docusketch
Docusketch, AK 1
Business: 8900 WA-3
Bremerton , WA 98312

Cellular: (360) 204-8827
E-mail: jamesg@portofbremerton.org

Claim Rep.: Christopher Street
Business: 3439 WA-3
Bremerton, WA 98312

Cellular: (360) 620-1454
E-mail: cstreet@servprokitsapcounty.com

Estimator: Christopher Street
Business: 3439 WA-3
Bremerton, WA 98312

Cellular: (360) 620-1454
E-mail: cstreet@servprokitsapcounty.com

Claim Number: SELF-PAY

Policy Number: UNKNOWN

Type of Loss: Cat 3

Coverage	Deductible	Policy Limit
Dwelling	\$0.00	\$0.00
Other Structures	\$0.00	\$0.00
Contents	\$0.00	\$0.00

Date Contacted: 1/14/2024 3:05 PM

Date of Loss: 1/14/2024 2:30 PM

Date Inspected: 1/14/2024 6:30 PM

Date Received: 1/14/2024 3:00 PM

Date Entered: 1/17/2024 12:40 AM

Price List: WATA8X_FEB24

Restoration/Service/Remodel

Estimate: PORT_OF_BREMERTON

Depreciate Material: Yes

Depreciate Non-material: Yes

Depreciate Removal: No

Depreciate O&P: No

Depreciate Taxes: Yes

This estimate is the property of Servpro of Kitsap County and has been prepared for the exclusive use of our customer, the insurance agent, the adjuster and the insurance company. This estimate may not be distributed or copied without the expressed written permission of Servpro of Kitsap County.

Please note this is an initial estimate, and could change depending on a number of variables that may not be foreseeable in an initial scope.

This estimate is valid for 30 days after it is written.

Servpro Kitsap County

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PORT_OF_BREMERTON

PORT_OF_BREMERTON

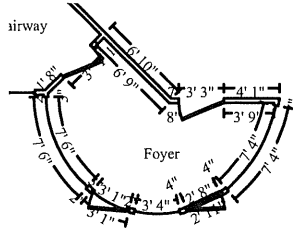
CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
1. WTR	ESRV	+ Emergency service call - after business hours				
	1	1.00 EA	0.00+	364.80 =	33.56	398.36
		1/14 @6:30pm				
3. WTR	EQA	+ Equip. setup, take down & monitoring - after hrs				
	1.5*1	1.50 HR	0.00+	126.73 =	17.49	207.59
		1/14 @7pm				
4. WTR	EQ	+ Equipment setup, take down, and monitoring (hourly charge)				
	1.5*8	12.00 HR	0.00+	84.40 =	93.18	1,105.98
5. DMO	PU	- Haul debris - per pickup truck load - including dump fees				
	4	4.00 EA	242.57+	0.00 =	89.27	1,059.55
6. WTR	PPEG6	+ Personal protective gloves - Disposable (per pair)				
	25	25.00 EA	0.00+	0.44 =	1.01	12.01
7. WTR	PPEGHD	+ Personal protective gloves - Heavy duty (per pair)				
	8	8.00 EA	0.00+	6.84 =	5.03	59.75
8. WTR	PPEM	+ Personal protective mask (N-95)				
	4	4.00 EA	0.00+	1.57 =	0.58	6.86
Total: PORT_OF_BREMERTON					240.12	2,850.10

Source - DocuSketch

1st Floor

Servpro Kitsap County

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Foyer

Height: 10' 3"

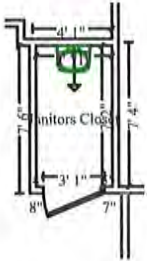
189.83 SF Walls	121.69 SF Ceiling
311.52 SF Walls & Ceiling	121.69 SF Floor
13.52 SY Flooring	34.27 LF Floor Perimeter
45.97 LF Ceil. Perimeter	

Window	3' X 2' 7"	Opens into Exterior
Door	2' 7 15/16" X 6' 11 7/8"	Opens into Exterior
Window	3' 3 1/8" X 10' 1"	Opens into Exterior
Window	2' 11" X 2' 7"	Opens into Exterior
Door	2' 7 3/4" X 6' 11 7/16"	Opens into Exterior
Window	7' 11/16" X 10' 1"	Opens into Exterior
Door	3' 3 5/16" X 7' 1 7/16"	Opens into Exterior
Door	3' 5/16" X 6' 11 7/8"	Opens into STAIRWAY
Window	7' 1 1/2" X 10' 1"	Opens into Exterior

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
14. PNT	MASKSF>	+ Floor protection - plastic and tape - 10 mil				
	F	121.69 SF	0.00+	0.40 =	4.48	53.16
16. LIT	RC	- Remove Recessed light fixture				
	4	4.00 EA	16.51+	0.00 =	6.08	72.12
18. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	34.27 LF	1.38+	0.00 =	4.35	51.64
19. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	C	121.69 SF	2.07+	0.00 =	23.17	275.07
Ceiling						
20. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	W	189.83 SF	2.07+	0.00 =	36.15	429.10
Wall						
21. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	34.27 LF	7.96+	0.00 =	25.10	297.89
Totals: Foyer					99.33	1,178.98

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Janitors Closet

Height: Sloped

147.31 SF Walls	33.21 SF Ceiling
180.52 SF Walls & Ceiling	27.84 SF Floor
3.09 SY Flooring	18.99 LF Floor Perimeter
24.88 LF Ceil. Perimeter	

Door 3' 1 7/16" X 7' 1 7/16" Opens into LOBBY_2

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
53. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	18.99 LF	1.38+	0.00 =	2.41	28.62
54. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	18.99 LF	7.96+	0.00 =	13.91	165.07
55. WTR	EXTHSA	+ Water extract from hard surf flr - Cat 3 wtr - after hours				
	F	27.84 SF	0.00+	1.55 =	3.97	47.12
Totals: Janitors Closet					20.29	240.81



Office 1

Height: 8'

322.27 SF Walls	125.08 SF Ceiling
447.35 SF Walls & Ceiling	125.08 SF Floor
13.90 SY Flooring	41.83 LF Floor Perimeter
44.90 LF Ceil. Perimeter	

Door 3' 13/16" X 6' 11 7/8" Opens into LOBBY_HALLWA
 Window 3' 11 1/4" X 3' 11 1/4" Opens into Exterior

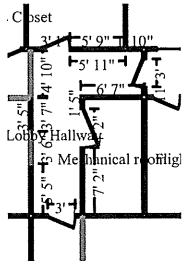
CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
42. WTR	DRY	+ Air mover (per 24 hour period) - No monitoring				
	2*4	8.00 EA	0.00+	33.00 =	24.29	288.29
43. WTR	FCCGDS	- Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water				
	F	125.08 SF	2.27+	0.00 =	26.12	310.05
44. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	41.83 LF	1.38+	0.00 =	5.31	63.04
45. WTR	EXTSA	+ Water extract from carpeted floor - Cat 3 wtr- after hours				
	F	125.08 SF	0.00+	2.33 =	26.81	318.25

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CONTINUED - Office 1

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
46. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	41.83 LF	7.96+	0.00 =	30.63	363.60
Totals: Office 1					113.16	1,343.23



Lobby Hallway

Height: 8'

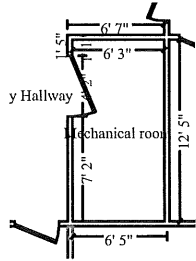
328.06 SF Walls	123.08 SF Ceiling
451.14 SF Walls & Ceiling	123.08 SF Floor
13.68 SY Flooring	40.63 LF Floor Perimeter
58.66 LF Ceil. Perimeter	

Door	2' 11 15/16" X 7' 1/4"	Opens into MAIN_HALLWAY
Door	3' 13/16" X 6' 11 7/8"	Opens into OFFICE_1
Missing Wall - Goes to Floor	4' 10" X 8'	Opens into LOBBY_2
Missing Wall - Goes to neither Floor/Ceiling	3' 5 5/8" X 2' 9 7/8"	Opens into LOBBY
Door	2' 11 13/16" X 6' 11 1/16"	Opens into MAIN
Door	4' 1 3/4" X 7' 1 13/16"	Opens into MECHANICAL_R

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
37. WTR	DHM>	+ Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.				
	1*4	4.00 EA	0.00+	88.00 =	32.38	384.38
38. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	40.63 LF	1.38+	0.00 =	5.16	61.23
39. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	40.63 LF	7.96+	0.00 =	29.75	353.16
40. WTR	EXTHSA	+ Water extract from hard surf flr - Cat 3 wtr - after hours				
	F	123.08 SF	0.00+	1.55 =	17.55	208.32
Totals: Lobby Hallway					84.84	1,007.09

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Mechanical room

Height: 9' 10"

336.84 SF Walls	77.39 SF Ceiling
414.23 SF Walls & Ceiling	77.39 SF Floor
8.60 SY Flooring	33.13 LF Floor Perimeter
37.27 LF Ceil. Perimeter	

Door 4' 1 3/4" X 7' 1 13/16" Opens into LOBBY_HALLWA

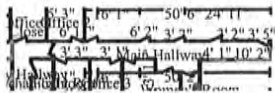
CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
9. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	33.13 LF	7.96+	0.00 =	24.26	287.97
Totals: Mechanical room					24.26	287.97

Servpro Kitsap County

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 Bremerton, WA 98312
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 Tax ID 26-2682399

Main Hallway

Height: 8'



676.68 SF Walls	363.53 SF Ceiling
1040.21 SF Walls & Ceiling	363.53 SF Floor
40.39 SY Flooring	89.46 LF Floor Perimeter
126.31 LF Ceil. Perimeter	

Door	2' 11 15/16" X 7' 1/4"	Opens into LOBBY_HALLWA
Window	3' 3/16" X 4' 7/16"	Opens into OFFICE_2
Door	2' 11 7/8" X 7' 1 1/16"	Opens into OFFICE_2
Door	3' 1 1/16" X 7' 1/4"	Opens into Exterior
Door	2' 10 9/16" X 7' 1/4"	Opens into Exterior
Window	2' 9 5/8" X 3' 11 1/4"	Opens into Exterior
Door	3' 2 1/8" X 7' 1 1/16"	Opens into Exterior
Door	3' 1 1/16" X 7' 5/8"	Opens into Exterior
Window	3' 1 5/8" X 4' 1 5/8"	Opens into Exterior
Door	3' 5 1/8" X 7' 5/8"	Opens into Exterior
Missing Wall	5 3/8" X 8'	Opens into MAIN_HALLWAY
Missing Wall	3' 6 7/16" X 8'	Opens into Exterior
Missing Wall	10' 2 3/8" X 8'	Opens into Exterior
Missing Wall	5 7/16" X 8'	Opens into MAIN_HALLWAY
Missing Wall	4' 9/16" X 8'	Opens into Exterior
Door	3' X 6' 11 7/8"	Opens into WOMENS_ROOM
Door	3' 1 1/4" X 7' 1 1/16"	Opens into UNKNOWN_ROOM
Window	3' 7/8" X 4' 7/16"	Opens into UNKNOWN_ROOM
Door	3' 3/16" X 6' 11 7/8"	Opens into UNKNOWN_ROOM
Window	3' 5/16" X 4' 1 5/8"	Opens into OFFICE_3
Door	3' 15/16" X 7' 1 7/16"	Opens into OFFICE_3
Window	3' 2 9/16" X 4' 13/16"	Opens into FLIGHT_ROOM
Door	3' 1/8" X 7' 1/4"	Opens into FLIGHT_ROOM

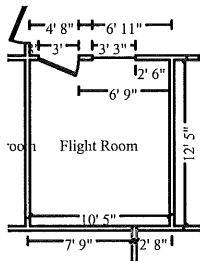
CAT	SEL	ACT DESCRIPTION			TAX	TOTAL
		CALC	QTY	REMOVE		
47. WTR	DHM>			+ Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.		
	1*4	4.00 EA	0.00+	88.00 =	32.38	384.38
48. WTR	DRY			+ Air mover (per 24 hour period) - No monitoring		
	2*4	8.00 EA	0.00+	33.00 =	24.29	288.29
49. WTR	BASEB			- Tear out baseboard and bag for disposal - up to Cat 3		
	34.1	34.10 LF	1.38+	0.00 =	4.33	51.39

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CONTINUED - Main Hallway

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
50. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	34.1	34.10 LF	7.96+	0.00 =	24.97	296.41
51. WTR	EXTSA	+ Water extract from carpeted floor - Cat 3 wtr- after hours				
	54.7	54.70 SF	0.00+	2.33 =	11.73	139.18
52. WTR	FCCGDS	- Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water				
	54.7	54.70 SF	2.27+	0.00 =	11.42	135.59
Totals: Main Hallway					109.12	1,295.24



Flight Room

Height: 8'

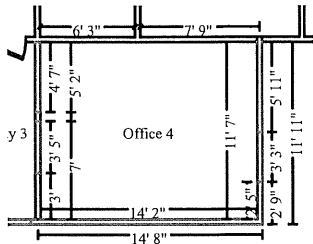
330.92 SF Walls	129.25 SF Ceiling
460.17 SF Walls & Ceiling	129.25 SF Floor
14.36 SY Flooring	42.63 LF Floor Perimeter
45.64 LF Ceil. Perimeter	

Window 3' 2 9/16" X 4' 13/16" **Opens into MAIN_HALLWAY**
Door 3' 1/8" X 7' 1/4" **Opens into MAIN_HALLWAY**

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
10. WTR	DRY	+ Air mover (per 24 hour period) - No monitoring				
	2*8	16.00 EA	0.00+	33.00 =	48.58	576.58
11. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	42.63 LF	1.38+	0.00 =	5.41	64.24
12. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	42.63 LF	7.96+	0.00 =	31.22	370.55
13. WTR	EXTSA	+ Water extract from carpeted floor - Cat 3 wtr- after hours				
	F	129.25 SF	0.00+	2.33 =	27.71	328.86
Totals: Flight Room					112.92	1,340.23

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Office 4

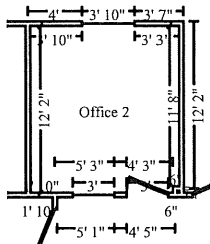
Height: 9' 5"

188.55 SF Walls	164.89 SF Ceiling
353.44 SF Walls & Ceiling	164.89 SF Floor
18.32 SY Flooring	47.04 LF Floor Perimeter
47.04 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	3' 4 7/8" X 3' 4"	Opens into MAIN
Missing Wall	4' 7" X 9' 5"	Opens into MAIN
Missing Wall - Goes to neither Floor/Ceiling	14' 2 7/16" X 21' 5 1/16"	Opens into HANGER
Missing Wall - Goes to neither Floor/Ceiling	11' 7 5/16" X 21' 5 1/16"	Opens into HANGER
Missing Wall - Goes to neither Floor/Ceiling	3' 3 5/16" X 2' 5"	Opens into HANGER

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
25. CON	LAB	+ Content Manipulation charge - per hour				
	1.5	1.50 HR	0.00+	60.13 =	8.30	98.50
27. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	PF	47.04 LF	7.96+	0.00 =	34.45	408.89
28. WTR	EXTHSA	+ Water extract from hard surf flr - Cat 3 wtr - after hours				
	83.7	83.70 SF	0.00+	1.55 =	11.94	141.68

Totals: Office 4 **54.69** **649.07**



Office 2

Height: 8'

321.09 SF Walls	132.79 SF Ceiling
453.88 SF Walls & Ceiling	132.79 SF Floor
14.75 SY Flooring	43.21 LF Floor Perimeter
46.21 LF Ceil. Perimeter	

Window	3' 3/16" X 4' 7/16"	Opens into MAIN_HALLWAY
Door	2' 11 7/8" X 7' 1 1/16"	Opens into MAIN_HALLWAY
Window	3' 10 5/16" X 3' 11 1/4"	Opens into Exterior

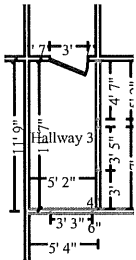
CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
56. WTR	FCCGDS	- Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water				
	F	132.79 SF	2.27+	0.00 =	27.73	329.16

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CONTINUED - Office 2

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
57. WTR	BASEB PF	- Tear out baseboard and bag for disposal - up to Cat 3 43.21 LF	1.38+	0.00 =	5.49	65.12
58. WTR	DRYWLS PF	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 43.21 LF	7.96+	0.00 =	31.64	375.59
Totals: Office 2					64.86	769.87



Hallway 3

Height: 9' 5"

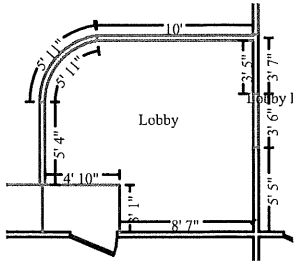
192.49 SF Walls	60.46 SF Ceiling
252.95 SF Walls & Ceiling	60.46 SF Floor
6.72 SY Flooring	22.81 LF Floor Perimeter
29.05 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	5' 2 1/2" X 21' 5 1/16"	Opens into HANGER
Missing Wall - Goes to Floor	3' 3" X 6' 10"	Opens into HANGER
Door	2' 11 13/16" X 6' 11 1/16"	Opens into LOBBY_HALLWA
Missing Wall - Goes to neither Floor/Ceiling	3' 4 7/8" X 3' 4"	Opens into OFFICE_4
Missing Wall	4' 7" X 9' 5"	Opens into OFFICE_4

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
22. WTR	DRY 2*4	+ Air mover (per 24 hour period) - No monitoring 8.00 EA	0.00+	33.00 =	24.29	288.29
23. WTR	DRYWLS PF	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3 22.81 LF	7.96+	0.00 =	16.70	198.27
24. WTR	EXTHSA F	+ Water extract from hard surf flr - Cat 3 wtr - after hours 60.46 SF	0.00+	1.55 =	8.62	102.33
Totals: Hallway 3					49.61	588.89

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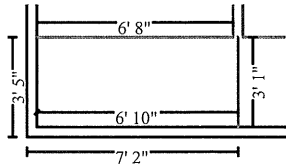
Lobby

Height: 7' 6"

230.71 SF Walls	147.11 SF Ceiling
377.82 SF Walls & Ceiling	147.11 SF Floor
16.35 SY Flooring	41.91 LF Floor Perimeter
49.78 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling 3' 5 5/8" X 2' 9 7/8"

Opens into LOBBY_HALLWA



Subroom: Lobby (3)

Height: 8' 8"

111.94 SF Walls	20.79 SF Ceiling
132.73 SF Walls & Ceiling	20.79 SF Floor
2.31 SY Flooring	12.92 LF Floor Perimeter
12.92 LF Ceil. Perimeter	

Missing Wall

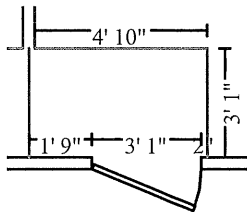
6' 7 7/8" X 8' 8"

Opens into LOBBY_2

Missing Wall - Goes to Floor

3' 9/16" X 7' 1"

Opens into LOBBY1



Subroom: Lobby (2)

Height: 7' 1"

36.48 SF Walls	15.21 SF Ceiling
51.69 SF Walls & Ceiling	15.21 SF Floor
1.69 SY Flooring	4.99 LF Floor Perimeter
15.91 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 9/16" X 7' 1"

Opens into LOBBY

Door

3' 5/8" X 6' 8 7/16"

Opens into Exterior

Missing Wall - Goes to Floor

3' 9/16" X 7' 1"

Opens into LOBBY2

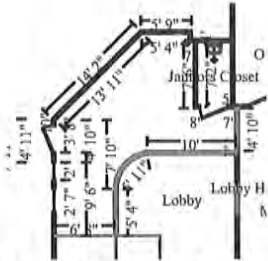
Missing Wall - Goes to Floor

4' 9 7/8" X 7' 1"

Opens into LOBBY

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Subroom: Lobby 2 (1)

Height: 8' 8"

453.11 SF Walls	252.35 SF Ceiling
705.46 SF Walls & Ceiling	252.35 SF Floor
28.04 SY Flooring	61.57 LF Floor Perimeter
72.53 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	5' 3 13/16" X 3' 7"	Opens into LOBBY
Missing Wall	6' 7 7/8" X 8' 8"	Opens into LOBBY2
Window	2' 7 1/2" X 3' 10"	Opens into Exterior
Window	2' 1/8" X 3' 10"	Opens into Exterior
Door	3' 1/16" X 6' 6 3/4"	Opens into Exterior
Door	3' 1 7/16" X 7' 1 7/16"	Opens into JANITORS_CLO
Missing Wall - Goes to Floor	4' 10" X 8'	Opens into LOBBY_HALLWA
Missing Wall - Goes to neither Floor/Ceiling	10' 7/16" X 3' 7"	Opens into LOBBY
Missing Wall - Goes to neither Floor/Ceiling	5' 8" X 3' 7"	Opens into LOBBY

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
29. WTR	DRY	+ Air mover (per 24 hour period) - No monitoring				
	2*4	8.00 EA	0.00+	33.00 =	24.29	288.29
30. WTR	INSS	- Tear out and bag wet insulation - Category 3 water				
	12	12.00 SF	1.58+	0.00 =	1.74	20.70
		Ceiling				
31. WTR	BASEB	- Tear out baseboard and bag for disposal - up to Cat 3				
	PF	121.39 LF	1.38+	0.00 =	15.41	182.93
32. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	218.5	218.50 SF	2.07+	0.00 =	41.61	493.91
		Ceiling				
33. WTR	DRYWS	- Tear out wet drywall, cleanup, bag - Cat 3				
	361.6	361.60 SF	2.07+	0.00 =	68.86	817.37
		Wall				
34. WTR	DRYWLS	- Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3				
	42.9	42.90 LF	7.96+	0.00 =	31.42	372.90
35. WTR	EXTSA	+ Water extract from carpeted floor - Cat 3 wtr- after hours				
	150	150.00 SF	0.00+	2.33 =	32.15	381.65
36. WTR	EXTHSA	+ Water extract from hard surf flr - Cat 3 wtr- after hours				
	287.1	287.10 SF	0.00+	1.55 =	40.94	485.95
41. WTR	FCCGDS	- Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water				
	150	150.00 SF	2.27+	0.00 =	31.33	371.83

Totals: Lobby

287.75

3,415.53

PORT_OF_BREMERTON

2/5/2024

Page: 12

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Total: 1st Floor	1,020.83	12,116.91
Total: Source - DocuSketch	1,020.83	12,116.91
Line Item Totals: PORT_OF_BREMERTON	1,260.95	14,967.01

Grand Total Areas:

21,190.24 SF Walls	15,806.61 SF Ceiling	36,996.85 SF Walls and Ceiling
15,672.42 SF Floor	1,741.38 SY Flooring	1,479.45 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,912.39 LF Ceil. Perimeter
15,672.42 Floor Area	15,070.44 Total Area	20,787.69 Interior Wall Area
13,132.67 Exterior Wall Area	900.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Summary for Dwelling

Line Item Total	13,706.06
Sales Tax	1,260.95
Replacement Cost Value	\$14,967.01
Net Claim	\$14,967.01

Christopher Street

Servpro Kitsap County

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Recap of Taxes

	Sales Tax (9.2%)
Line Items	1,260.95
Total	1,260.95

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Recap by Room

Estimate: PORT_OF_BREMERTON	2,609.98	19.04%
Area: Source - DocuSketch		
Area: 1st Floor		
Foyer	1,079.65	7.88%
Janitors Closet	220.52	1.61%
Office 1	1,230.07	8.97%
Lobby Hallway	922.25	6.73%
Mechanical room	263.71	1.92%
Main Hallway	1,186.12	8.65%
Flight Room	1,227.31	8.95%
Office 4	594.38	4.34%
Office 2	705.01	5.14%
Hallway 3	539.28	3.93%
Lobby	3,127.78	22.82%
<hr/>		
Area Subtotal: 1st Floor	11,096.08	80.96%
<hr/>		
Area Subtotal: Source - DocuSketch	11,096.08	80.96%
<hr/>		
Subtotal of Areas	13,706.06	100.00%
<hr/>		
Total	13,706.06	100.00%

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Recap by Category

Items	Total	%
CONTENT MANIPULATION	90.20	0.60%
GENERAL DEMOLITION	7,667.56	51.23%
PAINTING	48.68	0.33%
WATER EXTRACTION & REMEDIATION	5,899.62	39.42%
Subtotal	13,706.06	91.58%
Sales Tax	1,260.95	8.42%
Total	14,967.01	100.00%

Authorized By:



Jim Rothlin, CEO



Port of Bremerton

8850 SW State Hwy 3
Bremerton, WA 98312
360.674.2381 Fax 360.674.2807

Fox Fire

PURCHASE ORDER

P.O. NUMBER: 15772

This purchase order number must appear on all related correspondence, shipping papers, and invoices

To:
Fox Fire Prevention Inc
PO BOX 594
PORT ORCHARD, WA 98366-0594
360-871-1985

Ship To:
Port of Bremerton
8850 SW State Hwy 3
Bremerton, WA 98312

P.O. DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS
February 9, 2024	James Goodman			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	LS	Fire Sprinkler Repairs 8900 SW State Hwy 3		\$0.00
				\$0.00

This Purchase Order is deemed to be a public works contract pursuant to RCW Ch. 39. By acceptance of this Purchase Order, the Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, sex or age. All employees of Contractor shall be paid the prevailing rate of wage and usual benefits in kind pursuant to RCW Ch. 39. Once notified by Washington State Department of Labor & Industries, the Contractor shall file Intent to Pay Prevailing Wages form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit a retained percentage form; a performance and payment bond OR an election to retain 10% of contract amount in lieu of bond (if bond is provided, 5% retainage rate applies); and a certificate of liability insurance with combined bodily injury and property damage limits in the amount of \$1,000,000 naming the Port as an additional insured.

Prevailing Wage information may be attained at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

In accordance with RCW 9A.72.085, the undersigned bidder declares under penalty of perjury that said bidder is in compliance with the responsible bidder criteria requirement, and that within the three-year period immediately preceding the date of this bid solicitation, has not received a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Contractor's UBI Number: _____ Contractor's Registration Number: _____

Contractor Acceptance: _____
Authorized Signature Date

SUBTOTAL	\$0.00
SALES TAX	
SHIPPING & HANDLING	
OTHER	
TOTAL	\$0.00

For Port Use Only:
Justification: Project 02-24-20026 (Insurance Claim)
Recommended by:



Port of Bremerton

8850 SW State Hwy 3
 Bremerton, WA 98312
 360-674-2381 Fax 360-674-2807

PURCHASE ORDER

P.O. NUMBER: 15771

This purchase order number must appear on all related correspondence, shipping papers, and invoices

To:
 RedBird Flight
 301 Vista Ridge Drive, Suite 300
 Kyle, TX 78640
 Proposal P-2401-16022

Ship To:
 Port of Bremerton
 8850 SW State Hwy 3
 Bremerton, WA 98312

P.O. DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS
January 24, 2024	James Goodman			ON Receipt

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Relocation of Redbird flight simulator at Avian	\$4,640.00	\$4,640.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

SUBTOTAL	\$4,640.00
SALES TAX	
SHIPPING & HANDLING	
OTHER	
TOTAL	\$4,640.00

Project (if applicable):

GL Code: 1317-02-1600

<p>For Port Use Only:</p> <p>Reason: Insurance Claim - Move Equipment Flooding</p> <p>Recommended by: DFPD</p>


 Jim Rothlin, CEO


 James Goodman (Jan 24, 2024 08:54 PST)

Jan 24, 2024

Authorized by

Date

Port of Bremerton Terms and Conditions
Purchase Order

This order is subject to the following instructions, terms, and conditions of the Port of Bremerton (8850 State Hwy 3, Bremerton, WA 98312).

1. Definitions: "Port" means Port of Bremerton "Seller" means the party with whom Port is contracting and any reference to "subcontractor", "contractor", or "supplier" shall also mean "Seller". The term "purchase order", "contract", or "order" shall mean the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced therein.
2. TERMS: Payment terms are NET 30. All invoices must reference a valid Purchase Order number. Invoices are to be e-mailed to ap@portofbremerton.org (preferred). Invoices which include items or services other than those shown on this order will not be paid. All payments to Seller shall be remitted by mail, unless other arrangements have previously been made. Furthermore, the provisions of monies due under this contract shall only be assignable with prior written consent of the Port.
3. CONFORMITY OF GOODS/SERVICES: All goods to be delivered or services to be performed shall conform in every respect to the Specifications issued by the Port in conjunction with its solicitation of bids or proposals. In the event no such Specifications were issued, the goods or services shall conform to the proposal submitted by Seller.
4. DELIVERY, TRANSPORTATION, INSPECTION, REJECTION, EXCESS SHIPMENT: All shipments are to be made "F.O.B. Destination". When articles are sold "Freight Allowed" and the Port's Purchase Order so confirms, please prepay shipping charges and record prepaid charges as a separate item on invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is accepted at the delivery destination. The Port reserves the right to reject COD deliveries. In addition to other rights provided by law, the Port reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The Port may return rejected articles or excess shipment on this order or may hold the articles subject to the Seller's order and at his risk and expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expenses. Delivery shall be made between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays, and such delivery shall be made and articles shall be placed inside the building or designated rooms at no additional charge.
5. CONFLICTS: In the event the terms and conditions herein expressed conflict with the terms and conditions of any Specifications issued by the Port in conjunction with this purchase, the Specifications shall supersede. Alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will not be effective without written order of the Chief Executive Officer. Unauthorized substitutions will be made entirely at Seller's risk and, at Port's option, may be returned without prior authorization at Seller's expense. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
6. WARRANTY: Seller warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose. Seller warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
7. TAXES: Unless otherwise specified, Port agrees to pay all state of Washington sales or use tax. No charge by Seller shall be made for federal excise taxes and Port agrees to provide exemption certificates when required. Applicable taxes must be included in the invoice and included in cost proposals or quotes accepted by the Port of Bremerton.
8. INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the Port and its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, consulting fees, expert fees, and expenses, arising out of or resulting from performance of the Work. Contractor's indemnity and defense obligations do not extend to liability resulting from the sole negligence of the

Port and their agents. Contractor's duty to indemnify and defend the Port for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Port and their agents; and (b) Contractor or its agents, employees, and subcontractors and suppliers of any tier, shall apply only to the extent of the negligence of Contractor, its agents, employees, and subcontractors and suppliers of any tier.

9. FORCE MAJEURE: Neither the Port, nor Seller shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. The Port may terminate this purchase order upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the purchase order.

10. GOVERNING LAW; JURISDICTION; VENUE: This Purchase Order is governed by the laws of the State of Washington and performable in Kitsap County. Any claim, action, suit, or proceeding (collectively, "the claim") between the Port and the contractor that arises from or relates to this purchase order shall be brought and conducted solely and exclusively within the District Court of Kitsap County. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Federal District Court of Western Washington.



301 Vista Ridge Drive, Suite 300
Kyle, TX 78640

P: (512) 301-0718
F: (512) 301-0770

Proposal Number P-2401-16022
Created Date 1/22/2024
Expiration Date 3/31/2024
Prepared By Alex DeBlaze

Bill To Name Avian Flight Center
Bill To 8900 WA-3 #101
Bremerton, Washington 98312
United States

Ship To Name Avian Flight Center
Ship To 8900 WA-3 #101
Bremerton, Washington 98312
United States

Product	Line Item Description	Quantity	Sales Price	Total Price
Simulator Relocation	Relocation of Redbird SD within same building (Customer must provide 1-2 laborers to assist)	1.00	\$4,640.00	\$4,640.00
Grand Total				\$4,640.00

Payment Terms

Payment is due in full prior to shipment


15771_RedBird Flight_Relocation of Avian Flight Simulator


Final Audit Report


2024-01-24


Created:	2024-01-24
By:	Stephanie Frame (stephanief@portofbremerton.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPfQdj3yp0xLYGL7KQCKx_9NSIT2vIX8H


"15771_RedBird Flight_Relocation of Avian Flight Simulator" History


 Document created by Stephanie Frame (stephanief@portofbremerton.org)
2024-01-24 - 4:37:53 PM GMT

 Document emailed to jamesg@portofbremerton.org for signature
2024-01-24 - 4:39:07 PM GMT

 Email viewed by jamesg@portofbremerton.org
2024-01-24 - 4:53:03 PM GMT

 Signer jamesg@portofbremerton.org entered name at signing as James Goodman
2024-01-24 - 4:54:25 PM GMT

 Document e-signed by James Goodman (jamesg@portofbremerton.org)
Signature Date: 2024-01-24 - 4:54:27 PM GMT - Time Source: server

 Agreement completed.
2024-01-24 - 4:54:27 PM GMT

James Goodman

From: Jeff Hale <jeffhale@safesecurity.us>
Sent: Monday, January 15, 2024 9:49 AM
To: James Goodman
Cc: Marcus Kitley; Christine Scott; Jason Mims
Subject: Bid for services Port Of Bremerton: Bremerton Airport: Firewatch

You don't often get email from jeffhale@safesecurity.us. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning, James-


We would be able to provide you with Firewatch at the Bremerton Airport starting Wednesday the 17th of January for approximately 2 weeks, from 8 am - 5 pm, including Saturday and Sunday. The fee for services is \$35/hour.

All Security Officers are licensed, trained, and fully uniformed. Please let us know if you have any questions.

Thank you and Happy New Year.

Jeff Hale
SAFE Security
President
360-698-9800
jeffhale@safesecurity.us

Authorized by:



Jim Rothlin, CEO

Armco

PROPOSAL
02-24-20026 Avian Building Restoration

This proposal is made in accordance with the invitation for proposal authorized by the Port of Bremerton. ***SUBMIT A SEPARATE DETAILED COST PROPOSAL ON YOUR COMPANY LETTERHEAD WITH A BREAKDOWN OF TASKS PERFORMED AND DETAILED STATEMENT OF WORK*** This project is being funded through the Port's insurance.

BASE BID PRICE (RESTORATION)	\$ <u>19,995.00</u>
HEATER & INSTALLTION	\$ _____
STATE SALES TAX 9.2%	\$ <u>1,839.54</u>
TOTAL WITH TAX	\$ <u>21,834.54</u>
ALTERNATE 1	\$ <u>800.00</u>
STATE SALES TAX 9.2%	\$ <u>73.60</u>
ADD OPTION 1 WITH TAX	\$ <u>873.60</u>

RESPONSIBLE BIDDER CERTIFICATION:

In accordance with RCW 9A.72.085, the undersigned bidder declares under penalty of perjury that said bidder is in compliance with the responsible bidder criteria requirement, and that within the three-year period immediately preceding the date of this bid solicitation, has not received a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

PROFESSIONAL REFERENCES:

Company Name: <u>Next Level Contracting</u>	Company Name: <u>Servpro Puyallup</u>
Contact Name: <u>Jeremy Chappell</u>	Contact Name: <u>Doug Friermuth</u>
Phone: <u>253-342-8939</u>	Phone: <u>253-224-1480</u>

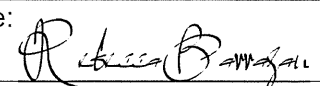
PROPOSER/COMPANY NAME Armco Construction

ADDRESS P.O. Box 535 Manchester WA 98353

EMAIL Hello@ArmcoConstruction.com PHONE 360-731-4154

Contractor License No: ARMCOCL882MP Contractor UBI No: 603-220-889

Contractor ESD No: 000-734652-00-3 Small Business*: YES X NO _____

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct:	
Signature: 	Date: <u>02/06/2024</u>
Print Name and Title <u>Rebecca Barragan, Owner /Manager</u>	Location or Place Executed: (City, State) <u>Port Orchard, Washington</u>

Armco Construction LLC

PO Box 535
Manchester, WA 98353
(360) 731-4154
Hello@ArmcoConstruction.com
www.armcoconstruction.com



Estimate

ADDRESS
James Goodman
City of Bremerton
8850 SW State HWY 3
Bremerton, Washington 98312

ESTIMATE 495671
DATE 02/05/2024

DATE	DESCRIPTION	QTY/HRS	RATE	AMOUNT
02/05/2024	Main level bow Remove & Replace ceiling tiles	1	1,042.00	1,042.00T
02/05/2024	Main Level Chief Pilot Office Remove & Replace carpet	1	1,520.00	1,520.00T
02/05/2024	Main Level Flight Sim Room Remove & Replace carpet	1	1,380.00	1,380.00T
02/05/2024	Main Level Foyer Drywall, Paint, Texture, & insulation	1	4,270.00	4,270.00T
02/05/2024	Main Level Lobby Remove & Replace carpet behind reception desk Remove & Replace Ceiling tiles Paint, tape, texture walls add insulation on exterior walls	1	7,223.00	7,223.00T
02/05/2024	Main Level Lobby Hall Paint & replace ceiling tiles	1	780.00	780.00T
02/05/2024	Main Level Manager Office Remove & Replace carpet	1	1,480.00	1,480.00T
02/05/2024	Main Level Hall Office Remove & Replace	1	1,220.00	1,220.00T

02/05/2024	carpet Vinyl baseboard replacement match similar to existing. aprox. 180 LF	1	780.00	780.00T
02/05/2024	Asbestos Survey per WAC 296-62-07707	1	300.00	300.00T
02/05/2024	ALTERNATE 1 Retrofit by attaching to existing ducting to create 4 inch vent to breeze way	1	800.00	800.00T

02-24-20026 Avian Building Restoration
 Port of Bremerton Airport Terminal Building
 8850 SW State Hwy 3, Bremerton, WA 98312

SUBTOTAL	20,795.00
TAX	1,913.14
TOTAL	\$22,708.14

Authorized By  _____
 Jim Rothlin, CEO

Accepted Date _____

PORT OF BREMERTON

AGENDA SUMMARY

Agenda Item No: Action Item #3
 Subject: 2024 Proposed Wastewater Rate Schedule Update
 Prepared By: Jeremiah Wiley, Chief Financial Officer
 Arne Bakker, Chief Operating Officer
 Meeting Date: February 13, 2024

Summary:

In May 2023, the Port contracted with Donovan Enterprises to perform a Wastewater Cost of Service study. Preliminary results were presented to the Commission at the August 22, 2023, Commission meeting. The purpose of this study was to analysis the cost of operating our wastewater facilities and associated customer revenue. This project was undertaken to help achieve Port of Bremerton Strategic Plan, Goal #3 “*Determine market-based direction for key assets to reduce tax dollar dependency*”.

Donovan Enterprises completed their final report in December 2023. There are no significant changes from the August 22, 2023, presentation to the final report. The main points from the Executive Summary are:

1. The cost to operate the wastewater facilities greatly exceeds the revenue from customers.
2. Due to the limited number of customers, it is not feasible to charge actual operating costs.
3. The long-term solution appears to be partnering with the City of Bremerton to operate the wastewater facility as they can bring expertise and a larger customer base.
4. The short-term solution is to increase our rate over a period of years to match the City of Bremerton rates.

Port of Bremerton									
Five Year Forecast of Wastewater Rates – Phased-in to Catch Up to City of Bremerton Wastewater Rates									
		2023	2024	2025	2026	2027	2028	2029	
City of Bremerton									
Monthly base charge (per account)	\$	57.10	\$ 59.10	\$ 61.17	\$ 63.31	\$ 65.53	\$ 67.82	\$ 70.19	
Commodity charge (per Ccf)	\$	5.34	\$ 5.53	\$ 5.72	\$ 5.92	\$ 6.13	\$ 6.35	\$ 6.57	
Port of Bremerton									
Monthly base charge (per account)	\$	2.00	\$ 13.37	\$ 24.73	\$ 36.10	\$ 47.46	\$ 58.83	\$ 70.19	
Commodity charge (per Ccf)	\$	3.00	\$ 3.59	\$ 4.19	\$ 4.78	\$ 5.38	\$ 5.97	\$ 6.57	
Average monthly sewer bill	\$	32.36	\$ 49.70	\$ 67.13	\$ 84.47	\$ 101.90	\$ 119.24	\$ 136.67	

Fiscal Impact:

The approval of the 2023 Five Year Wastewater Rate increase to get rates in line with the City of Bremerton rates is projected to generate revenue for the Port and reduce the tax dependency of the Port assets by approximately \$8,530 for 2024 and \$179,560 total over the next six years.

	2023	2024	2025	2026	2027	2028	2029
Total Monthly Revenue	\$ 1,326.60	\$ 2,037.54	\$ 2,752.22	\$ 3,463.16	\$ 4,177.84	\$ 4,888.78	\$ 5,603.46
Total Annual Revenue	\$ 15,919.20	\$ 24,450.50	\$ 33,026.66	\$ 41,557.95	\$ 50,134.11	\$ 58,665.41	\$ 67,241.57
Total Additional Wastewater Revenue		\$ 8,531.30	\$ 17,107.46	\$ 25,638.75	\$ 34,214.91	\$ 42,746.21	\$ 51,322.37
Cumulative Additional Wastewater Revenue							\$ 179,560.99

Recommendation:

Staff recommends the approval and implementation of the 2023 Five Year Wastewater Rate schedule to supplement the maintenance costs and capital investments of wastewater management with an effective date of April 1, 2024

Motion for Consideration:

Move to approve and implement the 2023 Five Year Wastewater Rate schedule to supplement the maintenance costs and capital investments of wastewater management with an effective date of April 1, 2024.

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #4
Subject: Commissioner Officer and Board/Committee Assignments Rotation
Exhibits: Commissioner Bozeman’s Proposed Officer & Committee Assignments
Meeting Date: February 13, 2024

Summary:

Per Commissioner Bozeman’s comments at our last Commission meeting, his proposed officer and board/committee assignment rotation every two years is attached. He is recommending this proposal to add structure to the process and give opportunity to all the commissioners while offering some flexibility within the process.

Fiscal Impact:

None

Strategic Purpose:

This action conforms with the Port’s strategic plan in Goal 5 to continue to maintain the Port’s strong connection with the community.

Motion for Consideration:

Motion to be determined

PORT OF BREMERTON COMMISSION

OFFICER AND COMMITTEE ASSIGNMENTS ROTATION EVERY TWO YEARS.

1. Officer Election

The elected officers of the Port shall be rotated every two years.

- a. Commissioner in years 1-2 of their term will be Secretary.
- b. Commissioner in years 3-4 of their term will be Vice President
- c. Commissioner in years 5-6 of their term will be President.

This will be done by a vote of the Commission at the first meeting of each even calendar year.

2. Board and Committee Assignments

In order to allow for equal opportunity, board and committee assignments will rotate every two years.

- a. The Commission President will represent the Port of Bremerton on the Kitsap Regional Coordinating Council (KRCC).
- b. The Commission Vice President will represent the Port of Bremerton on the Puget Sound Regional Council (PSRC).

c. The Commission Secretary will represent the Port of Bremerton on the Kitsap Economic Development Alliance (KEDA) Board of Directors.

3. All other Board and Committee assignments will be made by the Commission President in agreement with the other commissioners and their interest.

4. Alternates will be scheduled as follows:

a. President is the alternate for all Secretary's designated assignments,

b. Vice President is the alternate for all President's designated assignments,

c. Secretary is the alternate for all Vice President's designated assignments.

5. Commissioners may vote to change assignments in order to fit their schedule or their interests.