

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

March 25, 2025
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 March 11, 2025.
- B. Payment of checks #902722 and #902723 and #902724 through #902725 and #902726 through #902729 and #E02578 through #E02580 and #902730 through #902733 and #E02581 and #E02582 and #86673 through #86698 and #E02583 through #E02595 and #902734 through #902745 and #E02596 from the General Fund for \$362,073.50.

Information Items

1. Airport Eastside Environmental Review – Theresa Dutchuk, DOWL
2. 2024 Year-End Financial Review – Aaron Schielke, CFO

Citizen Comments: *Open to the public for comments. 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 Environmental Remediation Project Bid Award to Innovative Construction Solutions
2. Airport Way Phase 2.2 Final Civil Engineering Amendment 1 with Parametrix

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>
03/25	10:00 am	*Commission Regular Business Meeting – Hybrid
03/25	3:30 pm	Kitsap Economic Development Alliance (KEDA) Board
03/26	11:00 am	*KEDA Economic Forecast / Annual Meeting
03/27	10:00 am	Puget Sound Regional Council (PSRC) Executive Board
04/08	10:00 am	*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

March 11, 2025
10:00 AM

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

Commissioners and Staff Present

Commissioners

Gary Anderson
Cary Bozeman
Axel Strakeljahn

Staff Members

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

Call to Order

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

Approval of Agenda

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting of February 25, 2025.
- B. Payment of checks #902705 and #902706 and #902707 and #902708 through #902711 and #902712 and #86649 through #86662 and #E02557 through #E02564 and #902713 through #902716 and #902717 through #902720 and #902721 and #86663 through #86672 and #E02565 through #E02577 from the General Fund for \$172,031.45.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. US Coast Guard-compliant Basic Safety Training (BST) Program – Waylon Robert, Political Director of Seattle Branch-Sailors' Union of the Pacific

Mr. Robert provided background on the Sailors' Union and discussed the \$60K budget proviso from the Washington State Legislature for the development of a US Coast Guard compliant basic safety training program. He detailed the need for the program as it provides the required training for seafarers to become credentialed to operate tugs, barges, US flag ships and Washington State ferries. It is an important ask for Bremerton since the ferries are a significant part of the economy and the county has a huge maritime workforce.

He requested the Port of Bremerton consider submitting a letter of support for the \$60K request to our legislators and the transportation leadership. He responded to questions and comments from the Board throughout his presentation.

The Board expressed their support and agreed to provide the requested letter.

2. Seattle Boat Show Review – Kathy Garcia, Marina Operations Manager

Ms. Garcia provided a summary on the recent Seattle Boat Show including detail on the set-up; snow affecting attendance, fun facts, show features, and an explanation on why the Port participates. She thanked the Port team that assisted in the booth and behind the scenes. Overall, the Port met its goals for attending and reached those it intended. Planning has already begun for 2026. Ms. Garcia responded to questions and comments from the Board throughout her presentation. The Board thanked Ms. Garcia for her leadership.

3. Northwest Aviation Conference (NWAC) Review – Cole Barnes, Airport Manager

Mr. Barnes described the Port's booth at the 2-day NWAC and provided an overall look at the show including attendees, exhibitors, airports, airlines, FBO's, builders, and general aviation companies that participated. He noted there were additional booths at the show that were also promoting our airport. Some of the topics promoted at the show included Airport Feasibility Study, Amelia's Hangar Restaurant, 2025 Bremerton Airshow, and the south hangar project.

Mr. Barnes responded to questions and comments from the Board throughout the presentation.

Citizen Comments

- Roger Gay, South Kitsap, spoke to his appreciation that both Airport and Marinas are reaching out to promote themselves which is a long-term benefit to the Port and to the taxpayers.

Action Items

1. Professional Services Agreement with Mead & Hunt for Bremerton National Airport Feasibility Study Phase 2
Presented by Jim Rothlin, Chief Executive Officer

Introduced by CEO Rothlin and presented by Mead & Hunt consulting team of Kevin Mulcaster, Joseph Pickering, and Nicholas Mirra of Maul Foster Alongi.

After Board's discussion and having their questions and comments addressed:

It was moved by STRAKELJAHN, seconded by BOZEMAN to:

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

MOTION CARRIES, 3-0

Staff Reports

Jim Rothlin, Chief Executive Officer reported on the following:

- Employee Milestones
 - Dawne Keiser is a new temporary hire for the Marina offices helping while Peyton Volpe-Ludwig is on maternity leave.
 - Kristina Hedrick, Accounts Payable Specialist, is celebrating 10 years with the Port.
- Projects
 - 521 and 525 Bay Street building demolition and upcoming site mitigation.
 - Painting and new carpet for the terminal and admin spaces.
 - Experimental Aircraft Association's project of building a glider is nearing completion. Donated solar panels, once installed on the roof of their building, will power the aircraft.

Commission New Business / Reports

1. Letters of Support for State and Federal Ferry Funding

Commissioner Strakeljahn discussed Puget Sound Regional Council's request for elected officials to sign on to a letter of support to the State in support of ferries in the Transportation Budget and a similar Federal letter to ensure federal funding for ferries is at the highest possible levels. All three Commissioners indicated their support and plan to sign both letters.

Commission Reports

Commissioner Strakeljahn

- Reported on the recent Central Puget Sound Economic Development District (CPSEDD) Board meeting.

Commissioner Anderson

- Washington State Department of Transportation (WSDOT) recently conducted an open house regarding the Gorst transportation corridor which was the first launch of making proposed alternatives for Gorst. He noted there is still a long way to go.

Commissioner Bozeman

- Attended ribbon-cutting for the Olympic College Poulsbo Campus health science building.
- Discussed the importance of the Port understanding what the impacts on our area will be during the Shipyard's 8-year Shipyard Infrastructure Optimization Program (SIOP).
- With current trade wars, etc., we need to keep a close watch on the economy – we might get through this but maybe not.
- Expressed condolences on the passing of CEO Rothlin's mother and stated thoughts and hearts are with his family.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 11:32 a.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
March 20, 2025

Axel Strakeljahn
Commission Secretary
March 25, 2025

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: Bid Award for Bay Street Properties Environmental Remediation
Exhibits: Contract and Innovative Construction Solutions' Bid Proposal
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: March 25, 2025

Summary:

In 2020 the Port of Bremerton purchased properties located at 521 and 525 Bay Street, Port Orchard, Washington, which contained former petroleum tanks and contaminated soils. In June of 2023, the Port was awarded a United States Environmental Protection Agency (EPA) grant to remediate these properties.

On August 13, 2024, the Commission approved the action to proceed with the bid call for the Bay Street Environmental Remediation project per approved contracting guidance. This project is for the environmental cleanup of the properties over a three-year period in compliance with Washington State Department of Ecology and US Environmental Protection Agency regulations and requirements.

Invitation to Bid #03-23-30018 Bay Street Properties Environmental Remediation was issued and the Port received five (5) responsive bids on March 5, 2025. Innovative Construction Solutions was the responsive and responsible low bidder.

<u>BIDDER NAME</u>	<u>BASE BID (W/ TAX)</u>
Innovative Construction Solutions	\$287,196.68
Holt Services Inc.	\$319,852.47
DH Environmental Inc.	\$377,382.00
Peak Environmental	\$416,484.16
Anderson Environmental	\$474,340.00

Fiscal Impact:

Total EPA Grant for Bay Street Properties Remediation: \$ 800,000.00
Current Spent: \$ 91,116.33
Total Contract Amount with Innovation Construction Solutions: \$ 287,196.68
Remaining EPA Grant for Bay Street Properties Remediation: \$ 421,686.99

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:

Staff recommend awarding bid to Innovative Construction Solutions for project 03-23-30018 Bay Street Properties Environmental Remediation and authorize the Chief Executive Officer to execute a construction contract in the amount of \$287,196.68, inclusive of tax.

Motion for Consideration:

Move to award the Bay Street Properties Environmental Remediation project to Innovative Construction Solutions in the amount of \$287,196.68 and authorize the Port CEO to execute the contract.

**SECTION VIII
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (the "Contract") is entered into this 25th day of March, 2025, by and between the Port of Bremerton (the "Port"), whose business address is 8850 SW State Highway 3, Bremerton, WA 98312, and the Contractor identified below.

CONTRACTOR

Contractor's Name	INNOVATIVE CONSTRUCTION SOLUTIONS
Authorized Representative	Mr. John R. White, Executive Vice President
Address	22021 W. BOSTIAN ROAD, A1, WOODINVILLE, WA 98072
Telephone Number	425-207-3220
Facsimile Number	N/A
Registration Number	INNOVCS78155
Washington UBI Number	604-162-706
Federal Identification Number	95-4745040

WITNESSETH:

That for and in consideration of the terms and conditions contained herein and the Contract Documents made part of this Contract, the parties hereto agree as follows:

1. Scope of Work: For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the attachments hereto, and the documents referenced herein, the Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner consistent with industry standards and applicable codes, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce and to fully, completely, and faithfully comply with all the terms and conditions of this Contract:

The work to be performed under this contract consists of completing excavation, underground storage tank removal, and in-situ groundwater treatment activities in accordance with Section 5: Remediation Contractor Specifications in the Interim Action Work Plan for 521 and 525 Bay Street in Port Orchard, Washington, prepared by PIONEER Technologies Corporation per the Contract Documents below (if any).

Contractor shall ensure that each subcontract incorporates this Contract and is subject to its terms and conditions.

2. Contract Documents: The Contract Documents include:

- i. This Contract;
- ii. The Invitation to Bid 03-23-30018 Bay Street Properties Environmental Remediation and all appendices, attachments, and/or specifications attached thereto, if any (the "Bid Documents");
- iii. General Conditions, if any;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. Any Change Orders executed by and between the Port and Contractor after execution of this Contract; and
- vi. The Contractor's bid proposal dated March 5, 2025, if any ("Contractor's Proposal").

Any conflicting provisions in the Contract Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Port, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. General Conditions;
- iii. Any Change Orders executed by and between the Port and Contractor after execution of this Contract;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. The Bid Documents; and
- vi. The Contractor's Proposal.

3. Contract Sum: The Port shall pay the Contractor the lump sum amount of Two-Hundred Eighty-Seven Thousand One-Hundred Ninety-Six Dollars and Sixty-Eight Cents (\$287,196.68), inclusive of all applicable taxes, for the Work completed in conformance with this Contract (the "Contract Sum").

4. Contract Time: The Work shall commence after the Port issues a Notice to Proceed, and the Work shall receive final completion no later than 30 calendar days after Contractor's receipt of the Notice to Proceed (the "Contract Time").

5. Payment: On or before the first (1st) day of each month, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all Work completed during the immediately preceding month. The requested payment shall be in an amount proportionate to the percentage of the Work completed, as reasonably determined by the Port. The Port may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor as a condition of issuing payment. The Port shall remit payment within thirty (30) days after approval of the pay request, pursuant to the terms below:

a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and must continue to perform the Work pursuant to this Contract pending resolution of the dispute.

b. In cases of single payment, the Port shall make payment only after all appropriate releases are submitted and the retention period has expired.

c. The Port shall retain five (5) percent of the moneys earned by the contractor as required by RCW 60.28, and pay the retainage as provided therein.

d. Before final payment, Contractor shall furnish to the Port the following:

- i. An affidavit that payroll, bills for materials and equipment, and other indebtedness connected with the work for which the Port or Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied.
- ii. State Department of Labor & Industry - "Affidavit of Wages Paid on Public Works Contract" for Contractor and each Subcontractor (RCW 39.12.040).
- iii. State Department of Labor and Industry - "Letter releasing the Port from Industrial Insurance Contribution Liability" (RCW 51.12.050).
- iv. State Employment Security Department - "Certificate of Payment contributions, penalties and Interest on Public Works Contracts" (RCW 50.24.130).
- v. A complete set of maintenance and operation manuals for equipment items installed, if applicable.
- vi. Any other close-out documents reasonably requested by the Port or required by law.

6. Payment and Performance Bond: The Contractor shall secure, at its sole cost and expense, a payment and performance bond from a surety company acceptable to the Port admitted and licensed in the State of Washington, which bond shall in the full amount of the Contract Sum, plus sales tax, pursuant to RCW 39.08 (the "Contractor's Bond"). The Contractor's Bond shall be substantially in the form attached hereto as Exhibit A. Within five (10) days of entering into this Contract, the Contractor shall deliver two (2) copies of the bond to the Port. THE PORT MAY

WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH CONTRACTOR'S BOND IS RECEIVED AND/OR TERMINATE THIS CONTRACT IF CONTRACTOR FAILS TO TIMELY PROVIDE THE CONTRACTOR'S BOND.

6.1 Alternative to Contractor's Bond: In the event the Contract Sum is less than \$150,000, and upon written request from the Contractor prior to the first payment under this Contract, in lieu of the Contractor's Bond the Port will retain ten percent (10%) of the Contract Sum from each payment for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later pursuant to RCW 39.08.010(3).

7. Employment and Wage Law Compliance: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW, and all other applicable laws. The workers of all contractors and subcontractors on all Port "public works" as defined by RCW 39.04.010 shall be paid the "prevailing rate of wage" including "usual benefits" and overtime, paid in the locality as those terms are defined by Chapter 39.12 RCW. The contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities. In accordance with RCW 39.12.030, applicable prevailing wage rates can be found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. Any dispute in connection with this contract which the parties cannot resolve among themselves shall be referred to the director of Washington State Department of Labor & Industries for arbitration, and the director's decision shall be final, conclusive and binding on all parties to the dispute.

8. Insurance:

8.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington and reasonably acceptable to the Port, an occurrence-based Commercial General Liability Insurance policy, which shall provide bodily injury and property damage liability on the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by subcontractors of any tier or by anyone directly or indirectly employed by any of them including owned, non-owned and hired vehicles, or by anyone for whose acts any of them may be liable.

8.2 The insurance will name the Port, its consultants and employees, and any required governmental agencies as additional named insureds by way of a policy endorsement for Work performed under this Contract and the policy shall be designated primary for both defense and indemnity. Such limits of liability insurance shall not be less than the following:

- a) \$1,000,000.00 per occurrence for bodily injury liability including sickness, disease or death, and \$2,000,000.00 bodily injury liability for all occurrences (other than automobiles);
- b) \$1,000,000.00 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence, and \$1,000,000.00 property damage liability for all occurrences;

c) As an alternate to subparagraphs a) and b) above, the Contractor may insure for \$1,000,000.00 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000.00 general aggregate stop loss;

d) \$1,000,000.00 per accident for bodily injury liability including sickness, disease or destruction of property of others, including loss of use thereof arising out of the operation of automobiles; and;

e) \$1,000,000.00 for claims for damages insured by personal injury liability covered (included and defined in the Commercial General Liability Insurance Policy) which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or; (2) by another person.

8.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts in the State statutory amount, and Employer's Liability with coverage of at least \$250,000.00/\$500,000.00.

8.4 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment.

8.5 Before commencing Work, the Contractor shall furnish the Port with Certificates of Insurance as evidence of all insurance required by the Contract Documents. No Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies. Furthermore, the policies of insurance required herein (except for Workers' Compensation Insurance) 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 Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (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 Contractor 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 Contractor.

9. Change Orders:

9.1 The Port may, without invalidating the Contract, order in writing extra Work or make changes to the Work by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof, and of the Contract Documents, except that any claims for

extension of time caused thereby must be agreed upon at the time of ordering such change. Contractor shall make no claims for extras unless the same shall be agreed upon in writing by the Port and signed by the Port prior to the performance of any such extra Work. No change order is valid and binding on the Port unless and until it has been signed by the Port. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE PORT.**

9.2 In case of any dispute over adjustment of the Contract Sum or the Contract Time, Contractor shall proceed with the Work and deliver to the Port a Statement of Claim setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data within ten (10) days of the event giving rise to the Statement of Claim. Contractor waives all rights to an increase the Contract Price or extension of time if it fails to provide timely Statement of Claim as required in this Paragraph. The Port does not waive the requirement for timely written Statement of Claim, unless the Port's waiver is unequivocal, explicit, and in writing. The dispute shall be resolved in accordance with the procedures set forth in the Contract.

9.3 Contractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Contract Sum and/or Contract Time effected through a written change order shall constitute full accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

10. Liquidated Damages: The parties agree that time is of the essence of this Contract and that the Port will suffer financial loss if the Work is not completed within the Contract Time set forth above, plus any extensions allowed due to change orders. They also recognize the delays, expense, and difficulties involved in providing the actual loss suffered by the Port if the Work is not completed on time. Accordingly, instead of requiring any such proof, Port and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Port \$200.00 for each calendar day that expires after the time set forth above for completion of the Work.

11. Non-Compliance:

11.1 If the Contractor fails to comply with the terms and conditions of this Contract, the Port will give the Contractor three (3) days' written notice to cure such default. If Contractor fails to correct said default after receipt of written notice from the Port to commence and continue correction of such default or neglect with diligence and promptness, the Port may terminate this Contract in writing and, thereafter, obtain another contractor to perform the Work. Any such costs incurred by the Port shall be charged against the Contractor.

11.2 In addition to the termination rights set forth in Paragraph 11.1, the Port may terminate the Work for its convenience at any time and for any reason or no reason at all. In the event the Port terminates the Contract for convenience, the Port shall give the Contractor written notice of its intent to terminate as soon as possible and, in any event, at least five (5) working days prior to the date of termination. Upon receipt of the Port's written notice of intent to terminate, the Contractor shall immediately begin taking such

steps as are necessary to cancel material and equipment orders, and other subcontracts, in such manner as to minimize cancellation costs. After receipt of a notice of termination for convenience, the Contractor shall submit to the Port a request for costs associated with the termination, which shall be prepared in accordance with the procedures in this Contract. In the event that the Port terminates the Contract for convenience, payment shall be made in accordance with the terms of this Contract for the actual Work performed.

11.3 In the event the Port terminates this Contract for cause but such determination is later determined by a court of law or other binding dispute resolution process that the termination was without cause, such termination shall be deemed a termination for convenience and Contractor shall be compensated as set forth in Paragraph 11.2.

12. 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.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONTRACTOR BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO

Contractor

Port of Bremerton

13. Warranty: For a period of one (1) year from the date of final acceptance, the Contractor warrants that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, will be performed in a skillful and workmanlike manner in compliance with all applicable codes, and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Port, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall not be relieved of its general

warranty obligations by the specification of a particular product in the Contract Documents. During the warranty period the Contractor shall repair or replace any substandard or defective Work at no cost to the Port. The warranty provided in this Paragraph is non-exclusive and shall not replace any other warranty or contractual obligations of the Contractor. The Port expressly reserves all other remedies available to it at law or equity.

14. Job Safety/Housekeeping: Contractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including, but not limited to, compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/WISHA, and any safety measures requested by Port. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its lower-tier subcontractor's care, custody or control. Contractor and its lower-tier subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Port's safety rules, as provided in writing to Contractor. Contractor shall promptly provide Port with written notice of any safety hazard(s) or violation(s) found on the jobsite. Contractor agrees to defend, indemnify and hold Port harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's or its subcontractors' failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Port may charge against the sums otherwise owing to Contractor the amount of the fine and/or fees, costs and expenses incurred by Port in the defense of the claim's citation and/or fine arising from or related to the Contractor's above-referenced failure.

All Work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the Port determine Contractor is not fulfilling its obligation in this regard, the Port reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

15. Permits. Unless specified otherwise in the Contract Documents, the Contractor shall obtain and pay for all required permits, including the General Building Permit and any associated plan check fees, etc. The Contractor is to provide and pay for any required plan development and engineering, etc. required to obtain the needed permits. The Contractor shall pay for any and all inspections necessary for execution and completion of the Work.

16. Compliance with Laws: Contractor shall comply with all applicable laws in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor performs Work.

17. Taxes and Temporary Functions: Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its Work, including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.

18. Dispute Resolution: This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in the Superior Court in and for Kitsap County. In the event that any party commences litigation against the other party relating to the performance, enforcement, or breach of this Contract, the substantially prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs, and any such fees or costs incurred on appeal. Both parties waive their right to a jury trial.

19. Non-Discrimination: The Contractor agrees that it shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state or local law, code or regulation. In the event that the Contractor violates this provision, the Port may terminate this Contract immediately.

20. Independent Contractor: Contractor is an independent contractor and not an agent or employee of the Port.

21. Amendment: No modification, termination, or amendment of this Contract may be made except by written Contract signed by all parties.

22. Waiver: No failure by the Port to insist upon the strict performance of any covenant, duty, Contract, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, Contract, term or condition. Any waiver by the Port must be expressly made in writing and signed by the Port.

23. Captions: The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

24. Survivability: All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

25. Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. Termination: The Port may, by written notice, terminate this Contract, in whole or in part, at any time, either for the Port's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, Work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to

the Port. If the termination is for the convenience of the Port, payment shall be made in accordance with the terms of this Contract for the actual Work performed through the date of termination, including Contractor's reasonable closeout costs. In no case shall Contractor be paid for anticipated profit on unperformed Work. If the termination is due to Contractor's failure to fulfill its obligations, the Port may take over the Work and prosecute the same to completion. In such case, Contractor is liable to the Port for any additional cost occasioned to the Port thereby.

27. Neutral Authorship: Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract, in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

28. Notice: All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

29. Entire Contract: This Contract represents the final understanding of the parties. The entire agreement between the parties hereto is contained in this Contract and the exhibits hereto; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

This Contract is entered into as of the day and year first written above.

PORT OF BREMERTON

INNOVATIVE CONSTRUCTION SOLUTIONS

By: Jim Rothlin _____

By: _____

Title: CEO _____

Title: _____

EXHIBIT A
[CONTRACTOR'S BOND FORM]

KNOW ALL MEN BY THESE PRESENTS: That whereas the PORT OF BREMERTON has awarded to _____ (Contractor) hereinafter designated as the "Principal", a Contract for **[Project Name/Description]** all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful payment and performance of said Contract:

NOW, THEREFORE, we the Principal and _____ a corporation, organized and existing under and by virtue of the laws of the State of _____, duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto PORT OF BREMERTON a municipal corporation of the State of Washington in the sum of: _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Principal and Surety agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

THE CONDITION OF THIS OBLIGATION IS SUCH that it shall remain in full force and effect until the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns:

- (i) shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract;
- (ii) shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified;
- (iii) shall pay all laborers, mechanics, subcontractors, and materialmen, and all parties who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, on his, her, or their part;
- (iv) shall defend, indemnify and save harmless the PORT OF BREMERTON, its officers and agents as required by said Contract; and
- (v) shall further defend, save harmless and indemnify said PORT OF BREMERTON, from any defect or defects in any of the workmanship or materials furnished by the Principal entering into any part of the Work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) year after the final acceptance of such Work at which time this obligation shall become null and void.

Notwithstanding anything else herein, the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the Work shall not exceed the sum of (100% of the Contract sum) Dollars (\$_____).

Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. Surety hereby waives notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications, provided that said changes, extensions, alterations and additions shall not increase the Surety's obligations under this bond by more than ten percent (10%) of the Contract price without written consent of the Surety.

PROVIDED, FURTHER, that no final settlement between the Port and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 20__.

Principal

TWO WITNESSES:

By
Title

Attest: (If Corporation)
Corporate Seal

By
Title

Surety

By
Its

Name of Surety's agent and its local
office address is:

Name

Address

EXHIBIT B

DBRA Requirements for Contractors and Subcontractors Under EPA Grants

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH–347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents*

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access*

(A) *Required record disclosures and access to workers*

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).

EXHIBIT C

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the [DBRA Requirements for Contractors Under EPA Grants](#).

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part

**SECTION IV
BID FORM**

CONTRACT IDENTIFICATION: 03-23-20018 Bay Street Properties Environmental Remediation

THIS BID IS SUBMITTED TO: Port of Bremerton, Owner
8850 SW State Hwy 3
Bremerton, WA 98312

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidder, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents, including the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
<u>February 12, 2025</u>	<u>1</u>
<u>February 26, 2025</u>	<u>2</u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.
 - (d) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, and studies with the terms and conditions of the Contract Documents.

- (e) BIDDER has given OWNER written notice of any conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
4. (a) BIDDER will complete the Work for the following price(s) (see General Requirements for a summary included for each bid item):

TOTAL BASE BID PER TABLE 8 (inclusive of Washington State Sales Tax):

two hundred eighty seven thousand one hundred ninety six and 68/100 (script)

\$ 287,196.68 (figures)

30 Calendar Days

The base bid must match the total from the Bid Schedule titled "**TABLE 8: Remediation Contractor Bid Sheet**" showing unit and extended costs.

5. BIDDER agrees that the work will be fully completed within the time frame specified in the Agreement.

BIDDER accepts the provision of the Agreement as to liquidated damages of \$200.00 per calendar day in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:
- (a) Required Surety Bid Security in the form of a bid bond, money order, or cashier's check.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this bid.
 - (c) Required BIDDER's Qualification Statement with supporting data.
 - (d) Required Non-collusion Affidavit.
7. Communications concerning this bid shall be addressed to the address of BIDDER indicated below unless an alternate address is indicated:

Innovative Construction Solutions

ATT: Darren Ness

22021 W. Bostian Road, A1
Woodinville, WA 98072
Phone: 425.758.4151
Email: dness@icsinc.tv

8. Responsible Bidder Certification: In accordance with RCW 39.04.350, 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.

9. Byrd Anti-Lobbying Certification: In accordance with 31 U.S.C. 1352, Bidder certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. PREVAILING WAGE STATEMENT: The undersigned bidder declares by the signing of this Proposal that the provisions required by RCW 39.12 pertaining to prevailing wage rates (and Federal wage rates) are included in this Proposal and that the bidder will comply with said requirements throughout the duration of the contract. The undersigned bidder will pay the higher of state or federal prevailing wage rates in accordance with WAC 297-127-025.

12. NON-DISCRIMINATION STATEMENT: By signing and submitting this Proposal to the Port of Bremerton, the Bidder certifies that, in accordance with RCW 49.60.030, it has not engaged in discriminatory practices in obtaining any subcontracts.

13. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award (Bidder) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. Bidder must comply with Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

15. Debarment and Suspension (Executive Orders 12549 and 12689), Bidder certifies that it or its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SUBMITTED on March 5, 2025.

Washington State Contractor's License No. INNOVCS781K5

Contractor's UBI No: 604 162 706

Contractor's ESD No: 403,758-00

If BIDDER Is:

An Individual

Signature _____ (SEAL)
(Individual's Name)

Type or print name clearly: _____

Doing business as: _____

Business address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)

(Firm Name)

(General Partner)

Signature: _____

Type or print name clearly: _____

Business address: _____

Phone No: _____

A Corporation

By: Innovative Construction Solutions (SEAL)

(Corporation Name)

California

(State of Incorporation)

Signature: _____

(Person Authorized to Sign)

Type or print name clearly: Hirad Emadi

President

(Title)

(Corporate Seal)

Attest: _____

(Secretary)

Business address: 575 Anton Blvd., Suite 850, Costa Mesa, CA 92626

Phone No: (714) 893-6366

A Joint Venture

Signature _____

(Name)

Type or print name clearly: _____

Signature _____

(Name)

Type or print name clearly: _____

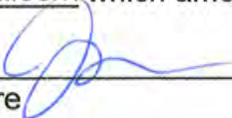
Business address: _____

Phone No: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation or Limited Liability Company that is a party to the joint venture should be in the manner indicated above.)

**SECTION V
FORM OF BID BOND**

Herewith find deposit in the form of BID BOND (state whether money order, cashier's check or bid bond), for the amount of \$ FIVE PERCENT (5%) OF TOTAL BID AMOUNT which amount is not less than five percent (5%) of the total bid.

Signature 

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, INNOVATIVE CONSTRUCTION SOLUTIONS, as Principal, and FIREMAN'S FUND INSURANCE COMPANY as Surety, are held and firmly bound unto PORT OF BREMERTON, as Obligee, in the penal sum of FIVE PERCENT (5%) OF OF TOTAL BID AMOUNT Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for BAY STREET PROPERTIES ENVIRONMENTAL REMEDIATION; INVITATION TO BID #03-23-30018 PORT OF BREMERTON, Washington, according to the terms of the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED this 13TH day of FEBRUARY, 2025.

INNOVATIVE CONSTRUCTION SOLUTIONS

By  John R. White
Principal Executive Vice President

FIREMAN'S FUND INSURANCE COMPANY

By 
Surety SARAH CAMPBELL
ATTORNEY-IN-FACT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On 2/14/2025 before me, Monique Stefanovic, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John R. White
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES

On FEB 13 2025 before me, EDWARD C. SPECTOR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/~~(X)~~ subscribed to the within instrument and acknowledged to me that ~~(X)~~/she/~~(X)~~ executed the same in ~~(X)~~/her/~~(X)~~ authorized capacity ~~(X)~~, and that by ~~(X)~~/her/~~(X)~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Edward C. Spector*
Signature of Notary Public
EDWARD C. SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Internal

**FIREMAN'S FUND INSURANCE COMPANY
LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, an Illinois corporation,
(herein called "the Company") hereby
appoints: Lockton Insurance Brokers, LLC

Sarah Campbell
Jennifer Ochs

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by the Company's Secretary, hereby ratifying and confirming all that the said Attorney(s) in Fact may do in the premises.


This power of attorney is granted under and by the authority of Article VII of the By-laws of the Company which provisions are now in full force and effect. This Power of Attorney confers no authority except as specifically described herein.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Corporate Secretary, and Resident Corporate Secretary of the Company, and the seal of the Company may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company."

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this 31st day of December, 2024, to remain valid and effective from the date hereof through the 31st day of December, 2025.

FIREMAN'S FUND INSURANCE COMPANY

By 
Paul Davis
Senior Vice President and Chief Financial Officer

CERTIFICATE

STATE OF ILLINOIS]
] SS.
COUNTY OF COOK]

I, the undersigned, Corporate Secretary of the company, DO HEREBY certify that the foregoing POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of the company, and the Resolution of the Board of Directors; set forthin the Power of Attorney, are now in force.

Signed at the County of Cook Dated: December 31, 2024

POA Surety

FEB 13 2025

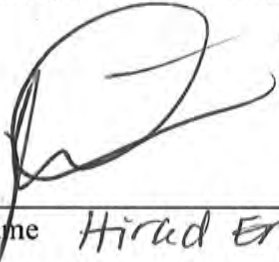
By 
Elliott Foster
General Counsel & Corporate Secretary

SECTION VI
NON-COLLUSION AFFIDAVIT

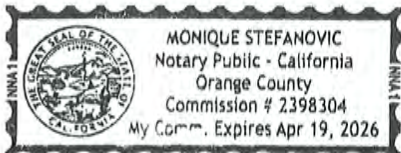
California
STATE OF ~~WASHINGTON~~)
)
COUNTY OF ~~KITSAP~~)
Orange


Hirad Emadi, being first duly sworn, on his oath says that the Bid above submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder or Bidders.

Signature:


Name *Hirad Emadi* Title *President*
Innovative Construction Solutions
(Contractor)

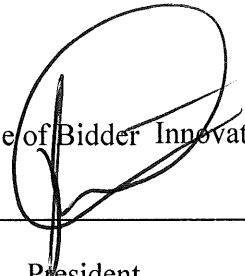
Subscribed and sworn to before me this *24th* day of *February*, 20*25*




Notary Public in and for the State of
Washington, residing at *Costa Mesa*
California

**SECTION VII
BIDDER'S QUALIFICATIONS STATEMENT**

Each bidder submitting a proposal on work included in these specifications shall prepare and submit as part of his bid, the data requested in the following schedule:

1. Name of Bidder: Innovative Construction Solutions
 2. Business Address: 22021 W. Bostian Road, A1, Woodinville, WA 98072
 3. Telephone: 425-207-3220
 4. How many years has said Bidder been engaged in the contracting business under the present firm name: 26
 5. Contracts now in hand (Gross Amt.): \$ 93M
 6. General character of work performed by said company:
Environmental, in-situ and ex-situ including
UST decommissioning
 7. List of most important projects constructed by said company, including approximate cost and date completed:
9/2024 - EXXON MOBIL EVERETT - \$5.6M
7/2021 - UPS CLEANUP - LYNNWOOD - \$340K
 8. List of company's major equipment:
AT LEAST 50 PAGES RANGING FROM SKIDDER EXCAVATORS
TO LARGE EXCAVATORS, LOADERS, BACKHOES, AND WATER TOWERS.
 9. Bank References:
Umpqua Bank
4040 MacArthur Blvd. # 100
Newport Beach, CA 92660
Eugene De La Cruz
(949) 474-1020
- Name of Bidder Innovative Construction Solutions
By  Hiran Emadi
Title President
Date 2/24/25

**Supplemental Bidder Responsibility
Prime Contractor Diverse Business Inclusion Plan**

03-23-20018 Bay Street Properties Environmental Remediation

For the purposes of this form, the definition of Disadvantaged business Enterprise (DBE) as defined in Title 40, Chapter I, Subchapter B, Part 33 means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

The Prime contractor must comply with the following requirements:

- (a) The contractor is required to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) The contractor must notify the Port prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the Port will require the contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- (d) A recipient must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under Subpart D.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Company Name: Innovative Construction Solutions

Initials: DRN



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (1/15/2025), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Innovative Construction Solutions

Bidder's Business Name

Signature of Authorized Official*

Hirad Emadi

Printed Name

President

Title

1/15/2025

Date

Costa Mesa

City

California

State or country

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

California

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Click here to enter text. <i>Innovative Construction Solutions</i>		Project Name Bay St. Properties Environmental Remediation	
Bid/ Proposal No. 03-23-30018	Assistance Agreement ID No. (if known) 02J47401	Point of Contact <i>Darren Ness</i>	
Address Click here to enter text. <i>22021 W. Bostian Road, A1, Woodinville, WA 98072</i>			
Telephone No. Click here to enter text. <i>425.207.3220</i>		Email Address Click here to enter text. <i>dness@icsinc.tv</i>	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors YES NO

If yes, please complete the table below. If no, please explain: **Although a DBE subcontractor has been identified, they have yet to confirm they will perform the work**


Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
<i>Marine Vacuum Services</i>	<i>1516 S. Graham Street Seattle, WA 98108 206.762.0240</i>	<i>\$8,000.00</i>	<i>Yes</i>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Add more lines if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Darren Ness
Title	Date
Branch Manager	March 5, 2025

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Marine Vacuum Services		Project Name Bay Street Properties Environmental Remediation	
Bid/ Proposal No. 03-23-30018	Assistance Agreement ID No. (if known) 02J47401	Point of Contact Kathleen Schirmer	
Address 1516 S. Graham Street, Seattle, WA 98108			
Telephone No. 206.762.0240		Email Address kschirmer@marinevacuum.com	
Prime Contractor Name Innovative Construction Solutions		Issuing/Funding Entity:	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
5.9	Rinse USTs	
5.13	Dispose of Generated Water	
DBE Certified By: <input type="radio"/> DOT <input checked="" type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Unknown

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**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Darren Ness
Title	Date
Branch Manager	March 5, 2025

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



Table 8: Remediation Contractor Bid Sheet

Section	Item	Base (B) or Alternate (A) Bid Item	Estimated Quantity	Unit	Estimated Quantity Assumption Notes	Remediation Contractor's Unit Cost (\$)	Estimated Item Cost for Base Bid Item (\$)	
5.2	Remediation Contractor Submittals	B	1	LS		6,500.00	6,500.00	
5.3	Mobilization	B	1	LS		10,000.00	10,000.00	
5.4	Implement General Requirements and Submittals	B	1	LS		7,500.00	7,500.00	
5.5	Install and Maintain Construction Fencing	Chain-link panel fencing	A	650	LF	(1)	4.50	
		Post-driven chain-link fence	A	650	LF	(1)	7.00	
5.6	Install and Maintain Temporary Utilities	B	1	LS		1,000.00	1,000.00	
5.7	Cut, Remove, and Recycle Asphalt from Excavation Areas	B	1,605	SF	(2)	4.75	7,623.75	
5.8	Remove and Cap Utilities in Excavation Areas	B	1	LS		2,000.00	2,000.00	
5.9	Decommission, Remove, and Dispose of USTs and Associated Subsurface Infrastructure	Base bid item (which includes up to 100 gallons of liquid and sludge removed during decommissioning)	B	1	LS		17,500.00	17,500.00
		Per gallon rate if quantity of liquid and sludge removed during decommissioning exceeds 100 gallons	A	N/A	Gal		2.50	
5.10	Excavate and Stockpile Soil for Reuse	B	83	CY	(2,3)	25.00	2,075.00	
5.11	Excavate and Load Soil for Disposal	B	414	Ton	(2,3,4,5)	30.00	12,420.00	
5.12	Haul and Dispose of Soil for Disposal	B	414	Ton	(2,3,4,5)	105.00	43,470.00	
5.13	Conduct Incidental Dewatering and Dispose of Generated Water	Base bid item (which includes up to 6,000 gallons of water generated during incidental dewatering)	B	1	LS		13,500.00	13,500.00
		Per gallon rate if quantity of water generated during incidental dewatering exceeds 6,000 gallons	A	N/A	Gal		2.00	
5.14	Obtain PetroFix for Excavations and Injections	B	3,780	lb	(6)	7.75	29,295.00	
5.15	Spray PetroFix into Excavations	B	1	LS		1,500.00	1,500.00	
5.16	Obtain Geotextile for Separation	B	1,605	SF	(2)	0.50	802.50	
5.17	Obtain and Haul Sandy Loam Import	B	95	Ton	(2,5)	29.00	2,755.00	
5.18	Obtain and Haul Gravel Borrow Import	B	248	Ton	(2,3,4,5)	26.00	6,488.00	
5.19	Obtain and Haul CSBC Import	B	71	Ton	(2,5)	40.50	2,875.50	
5.20	Backfill and Compact	B	1	LS		9,211.50	9,211.50	
5.21	Inject PetroFix with Direct-Push Rig	B	98	Each		650.00	63,700.00	
5.22	Re-install Asphalt Pavement	B	1,605	SF	(2)	8.75	14,043.75	
5.23	Demobilization	B	1	LS		8,500.00	8,500.00	
Subtotal of Base Bid Items							262,760.00	
2024 City of Port Orchard sales tax (9.3%)							24,436.68	
Total Base Bid							287,196.68	

Notes:

- CY: cubic yard; Gal: gallon; lb: pound; LF: lineal feet; LS: lump sum; N/A: not applicable since quantity cannot be estimated (i.e., Remediation Contractor just providing unit cost for additional quantity beyond the base quantity); SF: square feet
- (1) Assumed the construction fencing LF equals the Construction Limits LF. The actual quantity may be substantially lower if some or all of the Port's construction fencing used for the building demolition project can also be used for the IA project.
- (2) Assumed the area equals Excavation Area 1 SF plus Excavation Area 2 SF on Figure 5 and neat line cuts are used throughout (even though sloping/benching may be used for some excavation sidewalls). For simplicity, also ignored soil volume displaced by the USTs.
- (3) Assumed 80% of soil excavated between 0.25 and 2 feet bgs will be suitable for on-Property reuse as backfill, and 20% will be disposed of off-site because it is grossly contaminated or geotechnically unsuitable. Import gravel borrow will be used to replace any excavated soil shallower than 2 feet bgs that cannot be reused.
- (4) Assumed excavation depth is 6 feet bgs for Excavation Area 1 and Excavation Area 2.
- (5) Assumed average density of 1.6 tons/CY for excavated soil, sandy loam, gravel borrow, and base course.
- (6) The quantity is 3,600 lb of PetroFix and 180 pounds of electron acceptor (see Appendix H).

Other Required Information to Submit with Bid Sheet

Proposed temporary shoring methods (Section 5.2)	Trench Boxes
Proposed UST disposal/recycling facility(ies) for decommissioned USTs and associated subsurface infrastructure (Section 5.9)	Navy City Metals
Proposed disposal/recycling facility(ies) for any liquid and sludge removed during UST and piping decommissioning (Section 5.9)	Marine Vacuum/PRS Group
Proposed disposal facility for soil excavated for disposal (Section 5.12)	Waste Management via North Mason Fiber Reload Facility
Proposed disposal facility for any water generated during excavation dewatering (Section 5.13)	Marine Vacuum/PRS Group
Proposed disposal facility for water generated during equipment and personnel decontamination	Marine Vacuum/PRS Group
Anticipated total number of IA field days	21

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PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item 2
Subject: Airport Way Phase 2.2 Civil Engineering Amendment 1
Exhibits: Amendment and Scope of Work
Prepared By: Arne Bakker, COO
Meeting Date: March 25, 2025

Summary:

Parametrix has been working with the Port of Bremerton since 2009 for the design, engineering and construction of Airport Way. Currently Phase 2.2 is scheduled to go under construction in 2027. This amendment will allow Parametrix to continue and finalize unforeseen environmental work as a Hazard Management Plan is required by WSDOT. Airport Way Phase 2.2 will be submitted to the City of Bremerton for permitting in Q3 this year and will be ready for bidding and construction in late 2026 with the possibility to go to construction earlier should funding become available through the re-balancing of funds in 2026 by PSRC.

Fiscal Impact:

2024 Capital Budget:	\$104,590
Contract value:	\$54,590
Amendment 1:	\$12,500
New Contract Value:	\$67,090
Budget Remaining:	\$37,500

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 1: Be a significant leader in promoting the local economy and job growth both on and off Port assets.

Recommendation:

Port staff recommends approval of Amendment 1 with Parametrix in the amount of \$12,500 and authorize CEO to execute the amendment

Motion for Consideration:

Move to approve Airport Way Phase 2.2 Civil Engineering Amendment 1 with Parametrix in the Amount of \$12,500 and authorize the CEO to execute the Amendment.

**PORT OF BREMERTON
CHANGE ORDER NO. 1**

Contract Title: Airport Way 2-2 Final Civil Engineering

Project No. 02-19-0285

Date: 3/14/2025

To: Susan Devine, MLS, Principal Consultant, Parametrix

Prepared by: _____
Arne Bakker, Project Manager

You are hereby directed to make the changes listed below. The below Change Order amount constitutes full and final payment related to these issues, including all costs in connection with this change including all direct, indirect, impacts, inefficiencies, and induced costs (except Washington State Sales tax). All work shall conform to applicable sections of the original Contract Documents, unless specifically noted. Unless specifically mentioned to the contrary, this Change Order does not in any way extend the time of completion under the Contract. This Change Order shall, when signed by the Contractor and Owner, become a part of the original Contract.

Nature of Change

Amendment 1 increases the total project management fees, along with accommodating time to respond to City of Bremerton staff comments, updating probable cost closer to construction, and additional time for producing the WSDOT Hazard Management Plan.

Justification of Change

The Port plans for construction to start in 2027. The Engineer's time is compensable for the extended timeline on this project. The WSDOT Hazard Management Plan report was an unanticipated cost which is now required. This will enable the Port to move forward with construction in 2027 and be ready in the fall of 2026 should funding become available during the re-balancing of funds from PSRC

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

Contract Value Prior to this Change Order	\$	54,590.00
Net (increase) (decrease) Resulting from this Change Order	\$	12,500.00
Current Contract Price Including this Change Order	\$	67,090.00

Date of Completion Prior to this Change Order	<u>12/31/2025</u>
Net (increase) Resulting from this Change Order	<u>2 Years</u>
Current Contract Time Including this Change Order	<u>12/31/2027</u>

**The above Changes
Are Recommended**

**The Above Changes
Are Accepted**

**The Above Changes
Are Approved**

Engineer:

Contractor:

Owner:

Parametrix

n/a

Port of Bremerton

By: _____

By: _____

By: _____

Date: 3/18/2025

Date: _____

Date: _____

**Port of Bremerton
Airport Way Phase 2.2 and 2.3 Environmental Update and Final Design
Scope of Work – Amendment 1**

Introduction

This Scope of Work outlines updates to the tasks necessary to prepare and receive city approval of final Civil Engineering Documents for Phase 2.2 of Airport Way.

Parametrix is requesting an Amendment to the current Port of Bremerton Agreement for Professional Services with additional budget for the following.

Task 01 – Project Management

Tasks

The following tasks will be completed:

- With construction not until 2027, the project duration is extending beyond our initial estimate, resulting in the need for increased project management fees.

Task 02 – Final PS&E

Tasks

- Assuming reviews with City of Bremerton Staff, and response to comments, as well as updating specifications as needed. This is suggested to occur in Q2/Q3 and be “shelf ready” for 2027 construction season (it is possible that funding shifts occur and construction funds will be ready in 2026 – the project will be complete in time to accommodate such shifts).

Task 03 – Probable Cost

Tasks

- Update prior to bid to reflect current market conditions (no additional budget needed)

Task 04 – Environmental

Tasks

- WSDOT required a Hazard Management Plan (HMP) due to previous spills on site. This was an unanticipated report. Also required an updated No Effect Letter to accompany the NEPA Cat Ex. Awaiting WSDOT comments. No Effect Letter may need to be updated prior to construction for any changed conditions/species/habitat.

Fee

Parametrix is requesting an additional \$12,500 for this proposed scope.

**Port of Bremerton
Airport Way Phase 2.2 and 2.3 Environmental Update and Final Design
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