



Meeting Location:
Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
cityhall@portorchardwa.gov
www.portorchardwa.gov

**City of Port Orchard City Council
Regular Meeting Agenda
April 23, 2024
6:30 p.m.**

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote access

Link: <https://us02web.zoom.us/j/85455847481>

Zoom Meeting ID: 854 5584 7481

Zoom Call-In: 1.253.215.8782

Guiding Principles

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

1. CALL TO ORDER

- A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS ON AGENDA ITEMS

*(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to **3 minutes**. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)*

4. CONSENT AGENDA

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

**C. Adoption of a Resolution Confirming Mayoral Appointment to the Planning Commission (Wallace)
Page 4**

D. Approval to Accept a Special Event Application and Waive the Submittal Timeline: Port Orchard Night Market (Wallace) **Page 6**

E. Approval of the April 12, 2024, City Council Retreat Minutes **Page 19**

F. Excusal of Councilmember Worden for Personal Obligation

5. PRESENTATION

- A. Introducing the Fathoms O’ Fun 2024 Royalty Court

6. PUBLIC HEARING

(Accepting public testimony from citizens limited to the specific item listed)

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC 13.06 Pertaining to Storm Drainage Services Charges and Capital Facilities Charges (Archer) Page 40
- B. Adoption of a Resolution Approving a Contract with Miles Resources, LLC for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, and Mitchell Rd SE Project (Ryan) Page 58
- C. Approval of Change Order No. 1 to Contract No. 063-23 with JMG Constructors, Inc. for the McCormick Woods-Well 11 Site Improvements (Ryan) Page 102
- D. Approval of a Memorandum of Understanding with the Teamsters Representing Municipal Court Employees Regarding Part-time Employee Benefits (Lund) Page 151

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Retreat Outcomes (Mayor) Page 153

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS ON ANY ITEM

*(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)*

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

CITY COUNCIL ADVISORY COMMITTEES

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee’s discussion.)

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	May 13, 2024; 9:30am – 2 nd Monday of the month	Remote Access
Utilities	May 14, 2024; 5:00pm – 2 nd Tuesday of the month	Remote Access
Sewer Advisory	June 11, 2024; 3:00pm	WSUD
Finance	May 21; 2024; 4:00pm – 3 rd Tuesday of the month	Remote Access
Transportation	April 23; 4:30pm- 4 th Tuesday of the month	Remote Access
Land Use	April 24, 2024; 9:30pm	Remote Access

Lodging Tax Advisory	TBD 2024	Remote Access
Community Cleanup Day	April 27, 2024; 9:00am	Various Locations
Outside Agency Committees	Varies	Varies

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

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Robert (Rob) Putaansuu
Mayor
Administrative Official

Mark Trenary
Councilmember Position 1
Finance Committee, Chair
Transportation Committee
KRCC
PSRC-alt

Jay Rosapepe
Councilmember Position 2
Utilities/Sewer Advisory Committee, Chair
Land Use Committee, Chair
KEDA-alt

Scott Diener
Councilmember Position 3
Land Use Committee
Transportation Committee
Kitsap Public Health District

Eric Worden
Councilmember Position 4
Land Use Committee
Utilities/Sewer Advisory Committee
KRCC-alt

Heidi Fenton
Councilmember Position 5
Utilities/Sewer Advisory Committee
E/D & Tourism Committee
Transportation Committee

Fred Chang
Councilmember Position 6
(Mayor Pro-Tempore)
E/D & Tourism Committee
Kitsap Community Resource
Finance Committee

John Morrissey
Councilmember Position At-Large
Finance Committee
E/D & Tourism Committee
Lodging Tax, Chair
Kitsap Economic Development Alliance
PSRC EDD-alt

Brandy Wallace, MMC, CPRO
City Clerk
Matt Brown
Police Chief

Debbie Lund, CEBS SPHR SHRM-SCP
Human Resources Director
Nicholas Bond, AICP
Community Development Director

Noah Crocker, M.B.A.
Finance Director
Denis Ryan, CPWP-M, CPRP
Public Works Director

Tim Drury
Municipal Court Judge



Agenda Staff Report

Agenda Item No.: Consent Agenda 4C

Meeting Date: April 23, 2024

Subject: Adoption of a Resolution Confirming
Mayoral Appointment to the Planning
Commission

Prepared By: Brandy Wallace, MMC
City Clerk

Summary: On March 1, 2024, the Mayor received the resignation of Planning Commissioner Bek Ashby. Therefore, Position No. 6 is a vacant position.

The Mayor is seeking to appoint Paul Fontenot, upon confirmation of the City Council. The position will serve the remainder of the term, which ends December 31, 2027.

Recommendation: Adoption of a Resolution confirming his appointment of Paul Fontenot to the Planning Commission to fill a vacant position.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a resolution confirming the Mayor's appointment to the Planning Commission, as set forth in the Resolution presented."

Fiscal Impact: None.

Alternatives: Not confirm the Mayor's appointment and provide further direction.

Attachments: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON CONFIRMING
MAYORAL APPOINTMENT TO THE PLANNING COMMISSION.**

WHEREAS, the Mayor is authorized to appoint volunteers to fill expired or vacant terms on various boards, committees, and commissions, upon confirmation of the City Council; and

WHEREAS, on March 1, 2024, the Mayor received the resignation of Planning Commissioner Bek Ashby, leaving Position No. 6 vacant; and

WHEREAS, the Mayor is seeking to appoint Paul Fontenot, to serve the remainder of the term, which ends December 31, 2027; now therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES
AS FOLLOWS:**

THAT: The City Council of the City of Port Orchard does hereby confirm the appointment of Paul Fontenot to fill vacant position No. 6 for the remainder of the term, which ends on December 31, 2027.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 23rd day of April 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Agenda Staff Report

Agenda Item No.: Consent Agenda 4D

Meeting Date: April 23, 2024

Subject: Approval to Accept a Special Event Application
and Waive the Submittal Timeline: Port
Orchard Night Market

Prepared By: Brandy Wallace, MMC
City Clerk

Summary: City staff received a Special Event application for a series of Night Markets to take place on Saturdays, June 15, July 13, August 17, and September 14, 2024. Since this application was received less than the required 180 days it requires Council approval to allow staff to accept and process the application. The application states the following:

EVENT: Port Orchard Night Market
TYPE: Vendor Fair
DATE: Saturdays, June 15, July 13, August 17, and September 14, 2024
TIME: Open to the public at 3:00 p.m. until 11:00 p.m.
LOCATION: Sidney Parkway, Parking Lot #2 between Sidney Avenue and Frederick Street
CLOSURE: Parking Lot #2, between Sidney Avenue and Frederick Street and Frederick Street

The required notice, pursuant to POMC 5.94.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life will still be noticed upon council accepting the application.

Staff and outside agencies will still need to review the application and will work towards ensuring safety measures are in place.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff supports the application, upon the event meeting the required necessary public safety and traffic control provisions.

Motion for consideration: I move to approve the Port Orchard Night Market application be accepted and processed by staff, as presented, and to waive POMC 5.94.030(3) for this event.

Fiscal Impact: None.

Alternatives: Not modify the time submittal requirement.

Attachments: Application



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



Event Information

Event Name: Port Orchard Night Market

Type of Event: Festival Walk/Run Parade Vendor Fair Concert
 Block Party Other: _____

Event or Organization Website: www.POB.SA.com

Description of event: Vendor booths + food trucks. Community event.

Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: <u>Saturday</u>	Date: <u>6/15</u>	Start Time: <u>6p</u>	End Time: <u>10p</u>	<u>750</u>
Day 2	Day: <u>Saturday</u>	Date: <u>7/13</u>	Start Time: <u>6p</u>	End Time: <u>10p</u>	<u>750</u>
Day 3	Day: <u>Saturday</u>	Date: <u>8/17</u>	Start Time: <u>6p</u>	End Time: <u>10p</u>	<u>750</u>
Day 4	Day: <u>Saturday</u>	Date: <u>9/14</u>	Start Time: <u>6p</u>	End Time: <u>10p</u>	<u>750</u>
Day 5	Day: _____	Date: _____	Start Time: _____	End Time: _____	
Event Setup Starts:			Event Take Down Complete:		Total Attendance: (add all rows and columns)
Start Day/Date: <u>Start @ 3pm</u>		Start Time: <u>3pm</u>	End Day/Date: _____	End Time: <u>11pm</u>	
Event Location:	Describe the location that your event will be located at. Include street names and/or parks. Attached required map.				
<u>Parking lot #3</u>					

Applicant Information*

Sponsoring Organization Name: Port Orchard Bay Street Assoc.					
Do you have an active City Business License?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number?	
Applicant Contact Name: Samantha Smith					
Title: Events Lead					
Physical Address: 701 Bay Street			Mailing Address: (if different from street address)		
City: Port Orchard	State: WA	Zip: 98366	City: Port Orchard	State: WA	Zip: 98366
Phone: 360-271-0137	Alternate Phone:		Email:		

*Please note the applicant information provided may be shared for inquiries made on event details

Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): N/A		

Use of City Streets and/or State Highway

STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? Yes No

If yes, which highway: Bay Street/SR 166 Sedgwick Road Mile Hill Drive

For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/corpsata/social/events>

CITY PROPERTY/STREETS (Right-of-way): Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? Yes No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

A. City Park(s):

Van Zee Park

McCormick Village Park

Central Park

Givens Park

Paul Powers Park

Etta Turner Park

Rockwell Park

B. Parking Lot(s):

Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street.

Lot 5: all parking on City Hall property in front of the Police department

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

C. Sidewalk(s) describe the location of the sidewalk being closed:

Along Fredrick Street

D. Street(s): please fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

1) Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<i>Example Sidney Ave</i>	<i>Kitsap Street</i>	<i>Division Street</i>	<i>00/00/0000</i>	<i>00:00 am</i>	<i>00/00/0000</i>	<i>00:00 pm</i>
<i>Fredrick St</i>			<i>6/15 + 7/13</i>	<i>3pm</i>	<i>Same Day</i>	<i>11pm</i>
			<i>8/17 + 9/14</i>	<i>3pm</i>	<i>" "</i>	<i>11pm</i>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

Close Fredrick Street Along 701 Bay Street (Josephines) and metal fence where construction is happening

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.**

See [https://www.cityofportorchard.com/PortOrchardSitePlan](#). The following is required to be on the plan(s):

Detour route(s)

Pedestrian and Bicycle routes

Volunteers: how many, where, how long, etc.

Signs/Barriers: How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.

Road Closed Sign per city instructions

Certified flaggers: how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company:		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

Public Works:

Setting up street closure signs
Setting up barricades

Police:

Setting up command center on event site
Officers providing security

Please provide who the invoice should be sent to:

Name company:		
Name:		
Address:		
Phone:	Alternate Phone:	Email:

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? Yes No

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Street parking and open public still available

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul: Yes No

List vendor/company, if applicable: _____

Detail your plan for waste management within the event area and surrounding neighborhood:

We will put in dumpster. Ok'd by property owner

Restrooms

Provide the number of restrooms that will be available to the public for your event: 3 Males 3 Females 1 Handicap

Below is an example of the estimated amounts needed per number of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual March 2005 (updated May 2010)*.

Toilet facilities for events where alcohol is not available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1,000	2	4	4	9	4
<2,000	4	8	6	12	6
<3,000	6	15	10	18	10
<5,000	8	25	17	30	17

Toilet facilities for events where alcohol is available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1,000	5	10	4	16	4
<2,000	9	15	7	18	7
<3,000	10	20	14	22	14
<5,000	12	30	20	40	20

***The City of Port Orchard cannot grant permission for the use of private property for parking. It is the event sponsor's responsibility to contact property owner (business, residential, schools) if you want permission to park on their property.**

Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? Yes* No

***If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.**

Food Sales/Service

You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at <https://kitsapublichealth.org/food-safety-and-vendors.php> or call (360) 728-2235 for information.

Will your event have any food service and/or sales? Yes No If yes, how many: 5

Will your event have professional catering? Yes No If yes, how many: _____

Will your event have food truck(s)? Yes No If yes, how many: 5

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle R/V/A Application](#)

Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 3 Garbage 10

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

Master Multi-Vendor Event License

Will your event have vendors? Yes No

If so, how many anticipated exhibitors/vendors will be at your event? 40

If so, will they be selling merchandise and/ or food? Yes No – If you indicated Yes, please see the **Food** section on Page 4 of this application.

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

Tents

Does your event include a tent or membrane structure? Yes No Not Applicable

If yes, what is the tent size: 10x10 Does the tent have sides? Yes No N/A

May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.

Event Signage

Are you planning to put up temporary signs? Yes No

POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

Amplified Sound

Does your event have any amplified sound? Yes No

Indicate dates/time of any amplified sound below:			
Day: <i>Saturday</i>	Date: <i>Every Event</i>	Start Time: <i>6pm</i>	End Time: <i>10am</i>
Day: <i>Every Event</i>	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):			
Describe what equipment will be used for amplified sound, and at what locations (show in maps):			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)			

Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.

Site Map

A site map is **required** to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

\$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at <http://www.eventinsurancehubinternational.com/>.

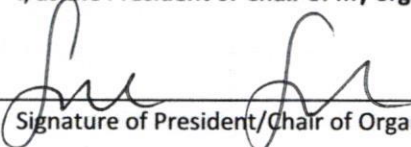
Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

I, as the President or Chair of my organization, agree to the terms and conditions listed above.


Samantha Smith
4/1/2024

 Signature of President/Chair of Organization Print Name Date

FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$50): _____

Receipt No.: _____

Insurance Certificate(s) Received: _____

Does event require a Master Multi-Vendor License: Yes No

If Yes: \$15/day fee \$200/monthly fee

Number of days: _____ Total Amount: _____ Date paid: _____ Receipt No.: _____

Department/Agency Routing:

Police Public Works Finance Community Development Kitsap Transit Clerk's Office Health District

Public Notice Dates: _____

Council Action Date: _____



SPECIAL EVENT PERMIT APPLICATION INSTRUCTIONS

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

Thank you for your interest in holding a special event in the City of Port Orchard. This application contains information you need to apply for a special event permit. Included is a checklist designed to help you when submitting this application, and tips for a successful event.

What are the fees associated with a special event?

- There is a **\$50** non-refundable administrative fee to process each application.
- If two or more vendors are engaged in public property vending, you are required to have a master multi-vendor event license. The fee is **\$15** per event day.
- Closure of Lots 3 and 4 commonly known as waterfront parking, during a weekday and excluding federal holidays, the applicant shall compensate the city for lost revenue for use of the parking lots.

When should the special event application be submitted to the City?

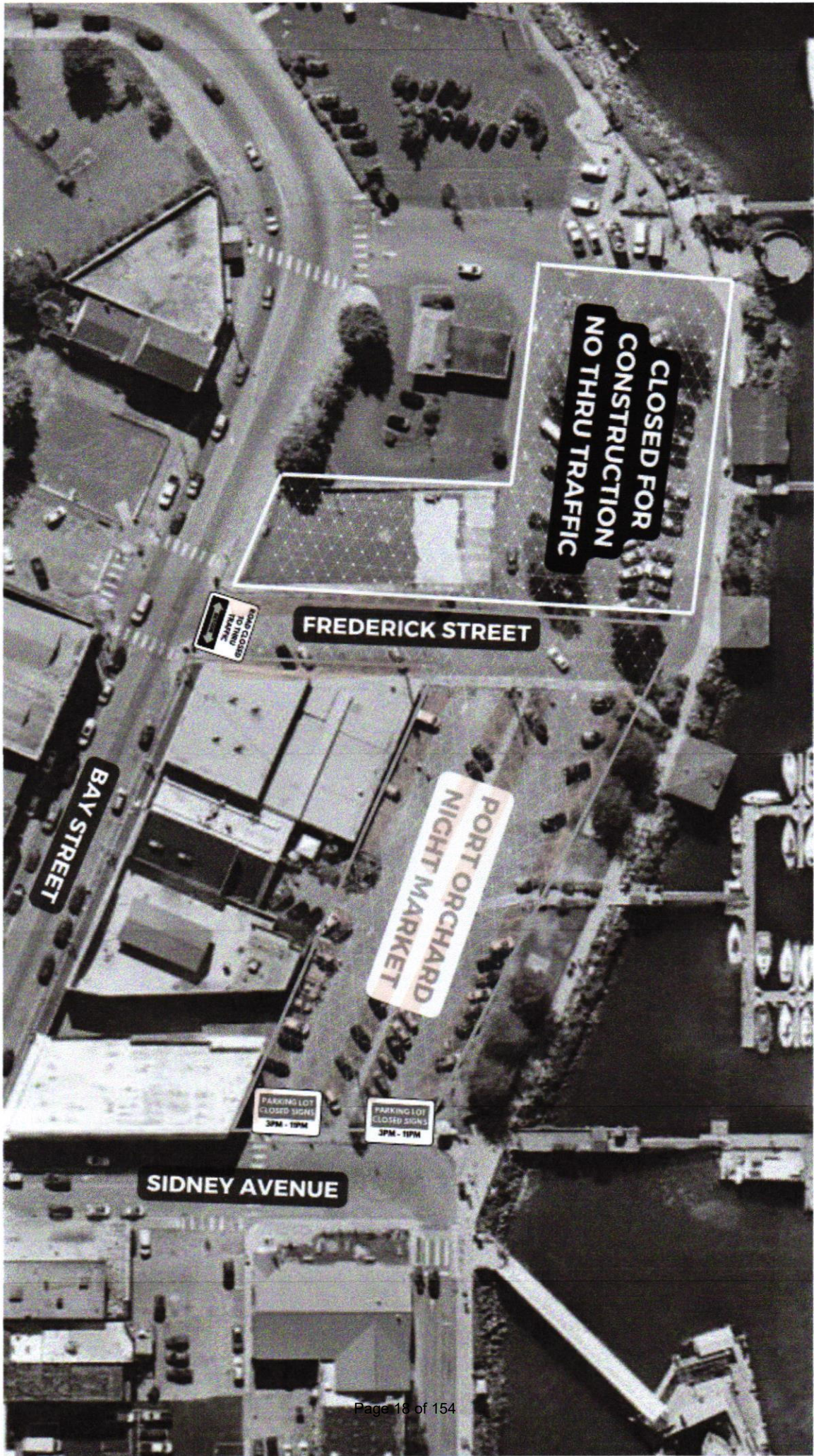
- The application shall be filed with the city clerk's office no less than 90 calendar days, nor more than one calendar year, before the date when the proposed special event is to take place. A Special Event Reservation Form can be submitted by February 1st of each year to reserve your proposed special event, if the event was held on the same day and location as the previous year. Please note that it provides no guarantee that your event will be approved.
- **If your event requires any road closures, the application must be submitted at least 120 calendar days before the event date.**

What is a special event?

A special event is defined in the Port Orchard Municipal Code (POMC) as "any organized formation of an activity proposed to occur that affects the public's ordinary use of rights-of-way or public parks, including but not limited to runs, street dances, block parties and parades".

Can I hold a special event in a City owned park?

Vendors





City of Port Orchard: City Council Retreat Summary

April 12, 2024 | 9:00 a.m. – 3:00 p.m. | Port Orchard City Hall

Draft v. 4-15-24

Purpose: The 2024 City Council retreat focused on prioritizing items for the 2025-2026 City of Port Orchard budget.

Welcome

Sophie Glass, facilitator, welcomed the City Council and Mayor Putaansuu to their 2024 retreat. Below is a list of City Council members in attendance (listed alphabetically by first name):

- Eric Worden
- Fred Chang, Mayor Pro-Tem
- Heidi Fenton
- Jay Rosapepe
- John Morrissey
- Mark Trenary
- Scott Diener

Councilmembers made the following process recommendations for next year's retreat:

- Send agenda and all meeting materials in advance of the retreat.
- Send the 2024 retreat summary in advance of the 2025 retreat.
- Bring the 2024 "future/planning efforts" to the 2025 retreat.
- Conduct initial prioritization and preparation ahead of the 2025 retreat, perhaps during study sessions.

Presentation by the Mayor

Mayor Rob Putaansuu provided updates on the status of existing projects. See **Attachment A** for information about Comprehensive Planning, Parks/Facilities/Master Planning, water and capital projects, sewer capital projects, transportation capital projects, street lighting projects, development agreements, and other miscellaneous planning efforts.

As a result of this presentation, councilmembers made the following requests:

- Hear an update from Kitsap County on the Fee of in Lieu of Construction effort for Hidden Hills.
- Receive information about the cost of the Public Works charging stations.
- Provide a list of city-owned properties to City Councilmembers.

Timing of Priorities

Sophie Glass facilitated a discussion about the timing of the various topics recommended by City Councilmembers, Mayor Putaansuu, and department directors. Councilmembers and the



Mayor had the opportunity to elaborate on the various topics. Mayor Putaansuu provided the following reference documents to accompany this discussion:

- Asset Management Specialist Job Description (**Attachment B**)
- Debt Capacity Table (**Attachment C**)
- Memo re: Flock Safety (**Attachment D**)
- Quote re: Flock Safety (**Attachment E**)
- Public Works Assistant Job Description (**Attachment F**)
- Sound Cities Associate Guiding Principles (**Attachment G**)

Then councilmembers divided the topics into the following timing buckets: "Now," "2025-2026 Budget", and "Future/Planning."

Now:

- Hold an online parliamentary training and roles and responsibilities training.
- Increase summer hire staff from 4 to 6 and explore increasing the salary for competitiveness.
- Hire an Asset Management Specialist.
- Promote Office Assistant II to an Office Assistant III to perform the administrative side of stormwater, sewer & water permits.
- Change stormwater FTE into an entry level engineer.
- Update the City's Traffic Impact Study.
- When the City Attorney has capacity, focus on the following:
 - Update processes re: ordinance and resolution sponsors.
 - Explore adding ground rules to City Council members.
 - Change the public comment process to include one public comment period at the beginning of the meeting.
 - Add ground rules for public participation during council meetings.
- Hold a work study session on the City's Guiding Principles.
- Have the City Attorney draft a white paper on options for the Myhre's building.
- Discuss 1406 funds – Non-Profit Partners needed.
- Create a road clean-up program (see existing work with Kitsap County).
- Discuss the plans and vision for the public library property.

2025-2026 Budget:

- Hire additional police officers (one in 2025, and another in 2026).
- \$1M or more in funding for street preservation work.
- Hire one new FTE parks personnel.
- Hire a right of way agent.
- Complete the Anderson Hill Roundabout Design – Construction 2026-2027



- Hire a part-time Public Information Officer to focus on the City’s website, social media, and signage/reader board for City activities.
- Construct a Public Works Building for equipment storage.

Future/Planning Efforts:

- Create an Arts Commission focused on public art. Start conversation with Bremerton and Poulsbo and then send the topic to a committee.
- Explore a Parks and Recreation Levy.
- Complete 60% design and right of way for the remaining segments of Bethel.
- Explore obtaining Public Safety Cameras.
- Pursue a stormwater grant for the Downtown Basin or Sidny South.
- Discuss future space needs including a new police station, potentially moving Council meetings to the Community Center, and a Public Works building.
- Fund a staff member for a downtown main street organization if there is support from the downtown merchants.
- Plat industrial land in the City’s business park. – Grant Pending
- Hire a City Administrator.
- Explore creating city dashboards to display data analytics and expose areas for greater efficiency.
- Explore plaza funding with debt.
- Develop a Master Plan for Givens Park.
- Hire a Safety Officer.
- Explore annexation via an interlocal agreement(s).

The only topic that was removed from consideration was a Citywide Facilities Condition Assessment. See **Attachment H** for expanded list including cost estimates and the Councilmember who recommended the topic.

Mayor Putaansuu committed to bring the items listed under “Now” and “Future/Planning” to the department directors to develop a timeline for implementation.

2025-2026 Budget Process Prioritization

Each Councilmember ranked the items slated for the 2025-2026 budget on a 1-7 point scale, with 7 points being the highest priority. Sophie Glass collected all the individual rankings and compiled the scores for each budget item, as shown below.

Topic	Points
Street Paving + Preservation - \$1M or more for internal and contracted work (adjusted) (Gas Tax & General Fund) Scott & Mark	40



Topic	Points
Additional Police Officers - 1 plus 1 (General Fund) Chief Brown – Mark	37
One new parks personnel (full time employee). (General Fund) Eric/Scott/Mark	36
PIO (part time FTE) + website + signage reader board – Scott/Fred	34
Staff right of way agent. \$120K (General Fund but largely offset from consultant costs)	18
Anderson Hill Roundabout Construction (\$2M project mostly impact fees w/\$200K from general fund or REET) 2025 100% design / 2026 construction.	17
Public Works Shop Space (\$500K) – Equipment Storage	14

Councilmembers reviewed the outcome of this collective ranking exercise. No major questions or concerns were raised.

Wrap Up and Adjourn

Mayor Putaansuu thanked the City Council for their excellent work. Councilmembers expressed appreciation for the collaboration throughout the retreat.

The meeting was adjourned at approximately 2:45 PM.



Attachment A: Status of Current City Projects

Comprehensive Planning:

Water System Comprehensive Plan-

- Approval through November 30, 2023 for McCormick - OVERDUE
- Need to update capacity and hydraulic analysis to seek approval till 2029
- Council will need to adopt updated WSP plan
- Plan to go to State by Q2 2024

Sewer Rates

- Consultant Procured—Work to commence Q1 2024

Storm Drainage Comprehensive Plan

- Downtown Basin underway & Uplands study
- Storm Comp Plan-
 - Finance and DCD need to coordinate CFC implementation
 - Outreach needed for rate increase
 - Content for webpage, Utility bills, Facebook post
- **OTHER STORM DRAINAGE**
 - Regional Storm Facilities
 - Pursuing grant opportunities for regional storm water facilities (2024)
 - Design Storm facility for Sidney Avenue South – pursuing grants
 - Awarded \$130,000 SW capacity grant (council approval needed)

Parks, Facilities, and Master Planning

- Regional Storm Drainage Park-Sidney Avenue South
 - Future Park Project? 2027
 - RCO Grant Funding? 2026 application
 - 30% concept design ~2025 in-house design
- 640 Bay Street / Master Planned Project
 - Working on marketing materials (Nick & Rob)
- Community Events Center
 - AMD 12 DNR lease support-Nick will follow up with Charli
 - AMD 13 100% Plaza design – award January 2024
 - Orchard St Plaza Project: (Not eligible for PFD funding)



- Schematic Design @ \$140k--Underway
- Final Bid Docs ~ \$600k-Underway
- Construction 2027

- Givens Park Pickleball Court and Basketball Rehabilitation
 - Project cost \$310,000
 - Design Q2 2024-Consultant
 - Construction June 2024
 - RCO grant approved \$186,000 ~ grant agreement in place
 - Local match \$124,000—Rec Reserve & Rotary
 - Rotary-MOU (Nick/Charli) January 2024

- Old Clifton Multi-Modal Pathway
 - Parks plan and TIP
 - Project Cost \$1.6 million
 - Internal Design Q3 2024, Construction TBD
 - Review McCormick credit Agreement and Contract for Bayside SEPA funding
 - Potentially swapping Anderson Hill RAB for McCormick RAB

Sewer Comprehensive Plan

- GSP Scheduled to be updated in Q2 2024
 - Under Contract with Consor
- Sewer Rates to be update late Q2 2024
- May have UGA and legislative changes could impact

Facilities/Buildings Comprehensive Plan Update

- Comprehensive Plans Updates
 - Expand Public Outreach
 - Broad language for Office Space expansion and parking
 - Complete by Dec. 2024
- City Hall Reskin-Construction Underway
- South Shed (TBD - Lead)
 - Bid removal of water tank Q2 2024

- 730 Prospect building purchase
 - Negotiation to continue



Miscellaneous Planning

Water Capital/Projects:

Well 13- will cover Final design, mitigation, and construction to complete this treatment, pumping and PRV's

- Looking into proceeding with the 90 to 100% design
 - On hold until **Foster is resolved**
- Pressure Reducing Valves (PRV)
 - Evaluating 260 and 390 (12 inch from Melcher station) meet requirements
 - Requesting clarification of which pipes are in each area

Well #11

- Under construction – estimated completion Q3 2024

Well #12

- McCormick Communities pilot hole is done at (1500 feet)
- McCormick Contracted with Robinson Noble
 - Well #12 has less of an impact on surrounding streams than Well #11
- Needs to get water rights but cannot guarantee until **Foster is complete**
- McCormick Agreement- to construct pending foster approval

Foster Pilot Program

- ECY issued a position paper on the Foster Decision and the work involved, trying to open the municipal water law
- Estimated to be done with RN & Pors by the end of Q4 2024
- Report of Examination (ROE) is anticipated to be submitted by Q4 2023 for ECY review
- Potentially buy a water service from Bremerton to augment Gorst Creek
- Pursuing Adaptive management plan (Issue water rights, and as water demand increases the City will increase Stream augmentation
- Squaxin Island Tribe preliminary agreement in principles
- Still negotiating with Suquamish



Water Intertie- (Port Orchard McCormick Intertie)-Old Clifton

- Design estimated at \$1 mil
- **On hold**

McCormick 660 Reservoir

- Under construction estimated completion Q4 2024

SR166/Bay Street Water Main replacement

- Maintenance Project (M&O) Fund 411
- Design awarded to KPFF, waiting on WSDOT for approval
- Design budgeted for 2024
- Construction Q2 2025

Melcher Pump Station

- Design 100% complete – PWB to review
- Out to bid Q2 2024

Sewer Capital/Projects:

Marina Pump Station

- Estimated cost for project is \$17.6 million
 - Including Design, Construction, and Construction Administration
 - **\$13 million loan approved by ECY – ARPA for balance**
 - Project Complete 09.30.2025
 - Operational by 2026

MW Pump Station #1 – Construction Report

- Water intrusion and main movement issues are still problematic – Original Performance Bond released and Maintenance Bond in place for accepted work
- City will need to update our Capital Assets after acceptance

Ruby Creek Lift Station (Sidney South)

- Negotiate development agreement and
- Negotiate latecomer with Kitsap Transit
- Procure consultant for 100% design April 2024

Bay St Lift Station



- \$1M grant/loan agreement to council for acceptance Q1 2024
- Procure design Q1 2024

Lift Station Controls Upgrade

- Ordering generator as separate item
- Plans are 100% complete – PWB need to reviewed
- Out to bid Q1 2024

Stormwater Capital/Projects:

- No Update, No Projects Budgeted
- Pursuing grants for Annapolis Creek Design & Ruby Creek
- SR166/Bay Street engineering with Storm water comp plan
- Johnson Creek estuary restoration -\$5 million State grant partnership joint grant application with WSDOT

Facilities Capital/Projects:

Security Improvements

- 720 -\$11k (Sean found solutions) Q2 2024
 - Funded and evaluating scope of project

Transportation Capital/Projects:

TIB \$680k complete Street Award – TIP 1.15 Pottery Ave (Complete Street)

- Construction Q2 2024-council need to approve
- \$2.2 million – total project

TIP 1.8/TIP 1.9 Blueberry & Salmon RAB Bethel Corridor Phase 1-Design

- SCJ Alliance-Design-60%
- Design-100% contract to council Q2 2024
- ROW Acquisition Q3 2024
- Construction by Q1 2027
- 2025 including developer funding, future TBD funds, and TIB grant

Bethel Corridor Phase 5 -Bethel-Lincoln-Mitchel Round About TIP 2.04

- Skilling is working to break into two different projects
- Coordinating Utilities – Utility Construction Q2 2024
- Bethel Lincoln-Project to be funded from \$1.5 federal grant for construction



- Project Local portion to be provided from \$1.3 TIF
- TIB-awarded 38.8575% up to \$1.170 max for Bethel/Mitchel Construction
- Includes the Bethel-Mitchel RAB rather than (Mitchel Y and Mitchel-Lincoln) three-way
- TIB board has reinstated funding- \$1.17M
- Advertise Phase I in Q1 2024
- *Local TIF funding available up to \$2.67 million*
- *Engineer estimate for 1st roundabout - \$950k - \$1.2 million*

Anderson Hill Roundabout

- Developer SEPA Funding eligible uses ~\$300K
- Evaluating Developer proposal

Bay Street Path- West Situational Study (Federal grant)

- Final plan Q1 2024 -will need council approval
- Transportation committee – February 2024
- City council approval – March 2024

TIP 1.5a Old Clifton Rd-Design (Non-motorized Improvements)

- Segment 1 – 60% between McCormick Woods Drive and McCormick Village Park
- Survey work – expected soon
- Design delayed until Q2 2024

Bay Street Path – ROW & Design (Chris on Point)

- TIP 1.1—ROW Acquisition--Tierra
 - Offers for property acquisitions to start Q2 2024
- TIP 1.2—Design
 - Under Contract for 90 to 100% design-Skillings
 - Public Works to Design Concepts/Renderings (under \$5k)
 - NEPA revision to be completed and new shoreline permit
 - Joint Aquatic Resource Permit Application (JARPA)

McCormick Woods Drive Round About -ROW

- ROW consultant procured – **On Hold**
- Need to work with the HOA for the ROW purchase
- ROW needs to be purchased by 2024
- Transportation Credit needs to be updated as project is completed
- **Evaluating Developer proposal**



McCormick Village Drive Round About

- Working on punch list

SR166/BAY STREET- TIP 2.23 (Ord. 067-21)

- Need grant agreements for 2 federal sources of money
- \$ 1 million -Confirm-design contract award March 2024
- \$2.2 million-PSRC

TIP No. 1.14 Sidney Road Sidewalk

- Safe Routes to School (grant)- 06.27.2023
- Match + Local
- ROW annexation Kitsap County
- Development Agreement Fee in Lieu- **On Hold**

TIP No. 2.xx Tremont Phase 2-3

- Design WSDOT Ped Bike Program (grant)- 06.27.2023
- 100% grant funded
- Procurement Q2 2024

Downtown Street Tree and Sidewalk Project

- Remove and plant trees Q2 2024

Sedgwick Hwy 160 ROW

- ROW acquisition – Multicare (**On Hold**)
- 60% design – procure Q3 2024

Miscellaneous Capital/Projects:

- Asset Management
 - Sewer module live March 2024
- Smart Meters
 - Installing Iperl meters and radios
 - Waiting for proposal for antennas
- Public Works Charging stations



- Waiting for transformer and trucks

Capital Assets

Franchise Agreement

Street Lighting Projects

- HSIP street lighting
 - \$220k Budget for 2024
 - Construction in 2024
- TIB Conversion to LED- waiting for PSE
 - TIB agreement term end of 2023-Extend agreement??
 - TIB & PSE Under contract—TIB reimbursement est. \$200k
 - City to Pay PSE and seek reimbursement from TIB – Finance research
- City properties – **On Hold** (ROW agent)
 - Who has the list of City Property- (Arnold Ave)
 - What properties do we own?
 - How do we surplus property?

Development Agreements

- Blueberry Apartments Development Agreement
 - tracking
- Fee of in Lieu of Construction-Hidden Hills
 - Pay a fee est. \$150k rather than build frontage improvements - waiting for payment
 - tracking
- Kitsap Transit Agreement
 - Federal Funding, Park, Transportation, Sewer Fees
 - tracking
- Salmonberry Apartments
 - ROW for Traffic Impact Fee Credit
 - Fee in-lieu for construction
- Home Depot Agreement
 - Bethel phase 4 construction-TIF Credit
- Haven Town Homes
 - Fee in lieu of sidewalks



- TIF credits
- Haven Apartments
 - Resolve Park impact fees
 - TIF credits
 - Sewer agreement – done
 - tracking
- Diaz Meadows – Council Approved
 - Water CFC credit
 - 580-390 zone
 - tracking
- Kitsap County Courthouse Agreement
 - Frontage improvements
 - Vesting to land use codes
- Kitsap Helpline Agreement
 - Stormwater fee in lieu of construction



Attachment B: Asset Management Specialist job description

1. **Asset Management Specialist**

The Asset Management Specialist reports to the GIS Coordinator/Asset Management Coordinator. The primary functions of this position are to verify record accuracy between GIS, record drawings, and field verification, investigating system discrepancies. Review and provide feedback to GIS /Asset Management Coordinator and Public Works Operations work groups. Create Cartegraph work orders and tasks for field verification of assets through investigation from record drawings, field data, and other verifiable sources. Update inaccuracies in systems for the purpose of maintaining and ensuring the City's utility map quality. Provides support to the GIS /Asset Management Coordinator and Public Works Operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Verify and correct record accuracy between Cartegraph and field installation of Port Orchard infrastructure.
- Research and investigate discrepancies discovered during operational activities.
- Review and provide feedback for CIP and Developmental Services.
- Coordinates with CIP, Developmental Services, and other work groups involving contracted services on Gilbert Infrastructure during design.
- Coordinate asset management workflow.
- Manage video inspection schedules and integrate inspection data into workflow.
- Integrate historical as-builts drawings into Cartegraph.
- Verify historical easements through investigation and record review.
- Other duties as assigned.



Attachment C: Debt Capacity Table

2023 Collection Year Assessed Value ⁽¹⁾	\$ 3,042,683,290
General Purposes	
Non-Voted Debt Capacity (1.5%)	\$ 45,640,249
Less: Outstanding Non-Voted Debt	3,740,000
Less: The Bonds	10,715,000
Remaining Non-Voted Debt Capacity	<u>\$ 31,185,249</u>
Percentage of Non-Voted Debt Capacity Used	31.7%
Total (Voter-Approved and Non-Voted) Debt Capacity (2.5%)	\$ 76,067,082
Less: Outstanding Voter-Approved Debt	0
Less: Outstanding Non-Voted Debt	3,740,000
Less: The Bonds	10,715,000
Total Remaining (Voter-Approved and Non-Voted) Debt Capacity	<u>\$ 61,612,082</u>
Percentage of Total Debt Capacity Used	19.0%
Utility Purposes	
Voter-Approved Debt Capacity (2.5%)	\$ 76,067,082
Less: Outstanding Voter-Approved Debt	0
Remaining Voter-Approved Debt Capacity	<u>\$ 76,067,082</u>
Percentage of Voter-Approved Debt Capacity Used	0%
Parks, Open Space and Economic Development Purposes	
Voter-Approved Debt Capacity (2.5%)	\$ 76,067,082
Less: Outstanding Voter-Approved Debt	0
Remaining Voter-Approved Debt Capacity	<u>\$ 76,067,082</u>
Percentage of Voter-Approved Debt Capacity Used	0%

(1) See "GENERAL AND GOVERNMENTAL FUNDS REVENUE SOURCES—Property Tax Assessment and Collection Procedures—Assessed Value Determination."

Source: City of Port Orchard

Debt Service Requirements

The following table provides the debt service schedule for the City's outstanding limited tax general obligation bonds and the Bonds.



Attachment D: Memo re: Flock Safety



Attachment E: Quote re: Flock Safety



Attachment F: Public Works Assistant Job Description

Attachment G: Sound Cities Associate Guiding Principles

A large orange graphic on the left side of the page, consisting of a vertical rectangle with a rounded right edge. The text "SCA Guiding Principles" is written in white, sans-serif font inside the graphic.

SCA Guiding Principles

- Assume that others are acting with good intent
- No surprises!
- Have each other's backs
- Think about who is not at the table
- Be candid, but kind
- Once a decision is made, work together to make it work
- Show up to meetings prepared
- Be fully present and engaged during meetings
- Extend grace to others – cut them some slack
- Remain open-minded
- Respect differing views



Attachment H: List of Retreat Topics

Retreat Topics

1. Parliamentary Training – May 21st.
 2. Arts Commission – Public Art (New Fee or Tax) John
 3. Additional Police Officers - 1 plus 1 (General Fund) Chief Brown - Mark
 4. Street Paving - \$1M (Gas Tax & General Fund) Scott & Mark
 5. One new parks personnel. (General Fund) Eric/Scott/Mark
 6. Increase summer hire staff from 4 to 6. (Mostly General Fund) Eric/Scott/Mark
 7. Asset Management Specialist - \$75K Enterprise Funds – Denis
 8. Promote Office Assistant II to an Office Assistant III – to perform the administrative side of stormwater, sewer & water permits. PW Crew to perform field work. Use Stormwater FTE to hire an entry level Engineer. We continue to try and recruit an Assistant City Engineer. We're going to relook at the salary range. Should these difficult to recruit positions be an average of our comps.
 9. Staff right of way agent. \$120K (General Fund but largely offset from consultant costs)
 10. 60% Design and ROW for the remaining segments of Bethel. (TIF)
 11. Anderson Hill Roundabout Construction (\$2M project mostly impact fees w/\$200K from general fund or REET) 2025 100% design / 2026 construction.
 12. Public Safety Cameras 22 Cameras \$150K for two years (General Fund) Chief Brown
 13. Pursue a stormwater grant for the Downtown Basin or Sidney South (Match from Stormwater Funds)
 14. Future space needs - New police station – Moving Council meetings to the Community Center – Public Works building (Short & Long term planning)
 15. Fund a staff member for a downtown main street organization. (General Fund but needs the support of the downtown merchants) John
 16. Plat industrial land in our business park. (General Fund) Grant Pending
 17. Update Traffic Impact Study - 2024 (\$35K General Fund) Bond
 18. Ordinance & Resolution Sponsors and other outdated code (Process improvement)
- Bond
19. City Administrator - \$180K - \$220K – Scott/Eric
 20. PIO - \$150K – Scott
 21. Plans for downtown – Myhre's discussion – Scott
 22. Discussion of 1406 Funds & current year funding - Fred
 23. Governance Etiquette – Show Example
 24. Guiding Principles – Heidi
 25. Create a road clean-up program – Mark. (In the works with Kitsap County)
 26. Improve public information process & improved public perception – Mark.
 27. Public Comment – Mayor
 28. City Dash Boards – John
 29. Bonding Capacity & Debt – Fred
 30. Website – Fred



31. Plaza funding with debt – \$2M Park Impact Fees – REET - Nick
32. Library Property Plans – Fred
33. Citywide Facilities Condition Assessment \$150K General Fund – Denis
34. Master Plan Givens Park \$150K Parks? Denis & Nick
35. Public Works Shop Space – Equipment Storage
36. Roles & Responsibilities Training – City Attorney



Agenda Staff Report

Agenda Item No.: Business Item 7A

Meeting Date: April 23, 2024

Subject: Adoption of an Ordinance Amending
POMC 13.06 Pertaining to Storm
Drainage Services Charges and Capital
Facilities Charges

Prepared By: Denis Ryan
Public Works Director

Summary: In 2023, the City Council adopted the City's 2023 Stormwater and Watersheds Comprehensive Plan following a multi-year collaborative effort to evaluate the City's stormwater drainage system and its impact on the community. Concurrently with the development of the Comprehensive Plan, the City commissioned a rate study conducted by FCS Group to evaluate the City's existing monthly base rate for storm drainage, as well as the need for a capital facility charge to fund the construction of additional facilities to support growth. The results of this effort were memorialized in Ordinance No. 038-23, which was adopted by the City Council in late 2023. The Ordinance adopted a capital facility charge, as well as updated the base charge into the future, based on the evaluated needs set forth in the rate study. The Ordinance set an effective date of April 1, 2024, for the implementation of the updated base rate and the capital facilities charge. Port Orchard Municipal Code Chapter 13.06 contains all codified regulations governing the City's Storm Drainage Utility.

Following adoption and in preparing to implement Ordinance No. 038-23, staff identified three issues for remediation prior to implementation:

1. An error in Section 4 of Ordinance No. 038-23, wherein one portion of the section adopted the Capital Facility Charge in the code chapter for Storm Drainage Utility (at POMC 13.06.160), while another sentence purported to adopt the Capital Facility Charge into the existing fee schedule embedded in the POMC chapter for the City's Water/Sewer Utilities (at POMC 13.04.025).

To remedy this confusion, staff propose to repeal and replace POMC 13.06.160 and Section 4 of Ordinance No. 038-23 and re-adopt the language in the correct location: POMC 13.06.160.

2. An inspection fee and procedures for an inspection to occur at the time the capital facility charge is paid was included in both amended POMC 13.06.160 and POMC 13.06.150, but staff determined that the inspection and associated fee was not necessary. The associated inspections occur as a component of existing permitting; thus the inspection added at POMC 13.06.150 and the associated fee added at POMC 13.06.160 were duplicative and unnecessary.

To remedy this duplication, staff propose to remove the language referencing the inspection in POMC 13.06.150 and remove the associated fee through the repeal and replacement of POMC 13.06.160 and Section 4 of Ordinance No. 038-23 (discussed above).

3. A requested clarification regarding the measurement of “Impervious surface unit (ISU)” for residential structures containing more than one dwelling unit. Under the existing regulations, the City charges for storm drainage is based on the ISU count for the parcel for the purposes of calculating the monthly utility service charge. An ISU is defined as “3,000 square feet of impervious ground cover and is the measure of impervious ground cover to be used by the utility in assessing service charges.” The City utilizes a flat rate charge for single-family residential (which is presumed to be one ISU), multiplied the flat rate charge by the number of dwelling units for duplexes and triplexes, and calculated the number of ISUs for multi-family (defined as and commercial accounts based on the measured impervious surface area of those particular uses. In order to ensure that duplex, triplex, as well as single-family residential with ADU(s) were charged in accordance with their impervious surface area, the recommendation was to utilize the measurement approach for all non-single-family residential properties, rather than a multiplier of the base rate. Staff identified less than 100 potentially impacted accounts. If this ordinance is adopted, staff will utilize the measurement methodology to evaluate the ISU count for these properties and assign a new base rate for these properties. It is estimated that the base rate is likely to reduce for many of these accounts, based on initial review of impacted parcel sizes. This calculation method is utilized by neighboring jurisdictions, including Kitsap County.

The ordinance makes the necessary amendments to the definitions applicable to this chapter (at POMC 13.06.060), as well as amendments to the calculation methodology set out in POMC 13.06.080 and POMC 13.06.100.

Recommendation: Staff recommends adoption of an ordinance repealing and replacing Port Orchard Municipal Code Section 13.06.160, and amending POMC Sections 13.06.060, 13.06.080, and 13.06.100.

Relationship to Comprehensive Plan: Chapter 7: Utilities

Motion for consideration: I move to adopt an Ordinance repealing and replacing Port Orchard Municipal Code Section 13.06.160, and amending POMC Sections 13.06.060, 13.06.080, and 13.06.100.

Fiscal Impact: The amendments may have a de minimus impact on the collection of fees.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Draft Ordinance Repealing and Replacing Port Orchard Municipal Code Section 13.06.160, and Amending POMC Sections 13.06.060, 13.06.080, and 13.06.100; Redline of proposed POMC amendments; and (3) copy of Ordinance No. 038-23; Ordinance; Courtesy copy of Ordinance No. 038-23, as adopted.

ORDINANCE NO. **-24

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE STORM DRAINAGE RATES AND CAPITAL FACILITY CHARGES (CFC); REPEALING AND REPLACING A PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.06.160; AMENDING POMC SECTIONS 13.06.060, 13.06.080, AND 13.06.100; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council recently amended the City’s utility rates and fees via Ordinance No. 038-23; and

WHEREAS, in the process of implementing the amendments set out in Ordinance No. 038-23, staff identified additional necessary amendments to refine and clarify the City’s implementation of the recently amended rates and fees; and

WHEREAS, this effort also identified additional amendment to enables more accurate and equitable measurement of the base rate for the monthly service charge; and

WHEREAS, the City Council finds that that the amendments herein are consistent with goals and policies of the City's 2023 Stormwater and Watersheds Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Repealer. Section 13.06.160, as adopted by Ordinance No. 038-23 at Section 4, is hereby repealed.

SECTION 2. Adoption. New Section 13.06.160 of the Port Orchard Municipal Code is hereby adopted to read as follows:

13.06.160 Fee schedule.

(1) The fees set forth below are referenced in POMC 13.06.150.

Storm Drainage Capital Facility Charge	See POMC 13.06.150
Per ISU	\$3,087

SECTION 3. Amendment. Section 13.06.060 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.060 Definitions.

The following words when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

(1) "City" shall mean the city of Port Orchard, Washington, a municipal corporation created and existing under the laws of the state of Washington.

(2) "Commercial/multifamily" shall mean all property which is not defined as single-family residential in subsection (6) of this section, including but not limited to those residential structures accommodating two, three or four dwelling units.

(3) "Developed" shall mean that condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements (such as clearing or grading) such that the hydrology of the property or portion thereof is materially affected.

(4) "Impervious ground cover" shall mean those hard surfaces which either prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions preexistent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions preexistent to development, including, without limitation, such surfaces as rooftops, asphalt or concrete sidewalks, paving, driveways and parking lots, walkways, patio areas, storage areas, and gravel, oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development. Excluded, however, are all lawns, agricultural areas, and landscaped areas.

(5) "Impervious surface unit (ISU)" shall mean 3,000 square feet of impervious ground cover and is the measure of impervious ground cover to be used by the utility in assessing service charges.

(6) "Single-family residential" shall mean any residential structure designated for occupancy by one dwelling unit. Single-family residential includes "home business" pursuant to POMC Title 20; provided, that the commercial activity remains incidental to the residential use and does not interfere with the residential character of the neighborhood through noise, traffic, safety hazards, or other public nuisances that may be generated by the commercial activity.

(7) "Service charge" shall mean the monthly fee levied by the utility.

(8) "Undeveloped" shall mean that condition of real property unaltered by the construction on or addition to such property of impervious ground cover or physical manmade improvements of any kind that change the hydrology of the property from its natural state.

(9) "Utility" means the storm drainage utility established by Ordinance No. 036-08, passed on October 14, 2008.

SECTION 4. Amendment. Section 13.06.080 of the Port Orchard Municipal Code is hereby amended to read as follows:

(1) Three thousand square feet of impervious ground cover shall be equal to one impervious surface unit (ISU).

(2) All single-family residential uses are deemed to contain one equivalent ISU for purposes of the monthly storm drainage utility service charge.

(3) The utility shall determine the actual number of ISUs contained on all other property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily, and commercial properties and these accounts shall pay a service charge to be calculated as follows: actual impervious ground cover/3,000 square feet multiplied by the single-family residential rate. In making the calculation of the actual number of ISUs, fractions shall be rounded to the nearest whole number but not less than one.

SECTION 5. Amendment. Section 13.06.100 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.100 Storm drainage service charges.

In accordance with the basis for a rate structure set forth in POMC 13.06.070 and 13.06.080, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

(1) Effective June 1, 2024, the storm drainage charges are shown below:

(a) For all single-family residential uses, including mobile homes, the monthly service charge shall be \$18.34.

(b) For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily, and commercial accounts, the monthly service charge shall be \$18.34, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(2) Effective January 1, 2025, the storm drainage charges are shown below:

(a) For all detached house accounts, including mobile homes, the monthly service charge shall be \$24.03.

(b) For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$24.03, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(3) Effective January 1, 2026, the storm drainage charges are shown below:

(a) For all detached houses accounts, including mobile homes, the monthly service charge shall be \$31.47.

(b) For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$31.47, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(4) Effective January 1, 2027, the storm drainage charges are shown below:

(a) For all detached houses, including mobile homes, the monthly service charge shall be \$32.42.

(b) For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$32.42, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(5) Effective January 1, 2028, the storm drainage charges are shown below:

(a) For all detached houses, including mobile homes, the monthly service charge shall be \$33.39.

(b) For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$33.39, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

SECTION 6. Amendment. Section 13.06.150 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.150 Storm drainage capital facilities charge.

(1) The storm drainage capital facility charge is designed to mitigate the impact of new demands on the existing storm drainage system and to require new or expanded development

to pay its fair share of the value of the storm drainage system including, but not limited to, storm drainage transmission, storage, management, filtration, and dispersal facilities in compliance with the City's NPDES permit. The storm drainage capital facility charge applies to new construction, changes in use, and building modifications which modify the ISU count for the property. Prior to constructing any impervious surface and obtaining either a land disturbing activity permit/stormwater drainage permit and/or building permit, the property owner shall pay, in addition to other applicable charges, the applicable stormwater drainage capital facility charge. The storm drainage capital facility charge for a residential or nonresidential connection is based on a set fee per ISU which is set forth in POMC 13.06.160.

(2) Storm drainage Capital Facility Charge - Exception for Redevelopment or Change of Use. Property owners may apply to receive a partial or a full exception to the assessment of the storm drainage capital facility charge, provided all of the following requirements are met:

(a) Property owners must submit an application for a partial or a full exception on the city's application form prior to the issuance of any land use or development permits which change the use or development of the property; and

(b) A nonresidential or residential account has continuously paid a minimum base fee as applicable; and

(c) The property owner decides to construct a new building, change the original use, or modify the original building; and

(d) For a full exception, after the building improvements are completed, or new use implemented, the total calculated ISU for the account will be equal to or less than the ISU number calculated by the city under the prior use or development consistent with this section. A partial exception is applicable when the new ISU calculation is larger than the existing ISU calculation. In such case the city will establish the prior calculated ISU which will be used as the basis for a credit toward the storm drainage capital facility charge.

SECTION 7. Severability. Should any portion of this ordinance be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 8. Savings Clause. Those portions of the Port Orchard Municipal Code which are amended by this ordinance shall remain in force and effect as set out prior to this ordinance until the effective date of this ordinance. Such amendments shall not be construed as affecting any existing right acquired under the laws repealed, nor as affecting any proceeding instituted thereunder, nor any rule, regulation or order promulgated thereunder.

SECTION 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 10. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 23rd day of April 2024.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Jay Rosapepe, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:

13.06.060 Definitions.

The following words when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

(1) “City” shall mean the city of Port Orchard, Washington, a municipal corporation created and existing under the laws of the state of Washington.

(2) “Commercial/multifamily” shall mean all property which is not defined as single-family residential in subsection (6) of this section, including but not limited to those residential structures accommodating two, three or four dwelling units.

(3) “Developed” shall mean that condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements (such as clearing or grading) such that the hydrology of the property or portion thereof is materially affected.

(4) “Impervious ground cover” shall mean those hard surfaces which either prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions preexistent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions preexistent to development, including, without limitation, such surfaces as rooftops, asphalt or concrete sidewalks, paving, driveways and parking lots, walkways, patio areas, storage areas, and gravel, oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development. Excluded, however, are all lawns, agricultural areas, and landscaped areas.

(5) “Impervious surface unit (ISU)” shall mean 3,000 square feet of impervious ground cover and is the measure of impervious ground cover to be used by the utility in assessing service charges.

(6) “Single-family residential” shall mean any residential structure designated for occupancy by one dwelling unit. three or less family households (single-family, duplex and triplex), including those uses which may Single-family residential includes “home business” pursuant to POMC Title 20; provided, that the commercial activity remains incidental to the residential use and does not interfere with the residential character of the neighborhood through noise, traffic, safety hazards, or other public nuisances that may be generated by the commercial activity.

(7) “Service charge” shall mean the monthly fee levied by the utility.

(8) “Undeveloped” shall mean that condition of real property unaltered by the construction on or addition to such property of impervious ground cover or physical manmade improvements of any kind that change the hydrology of the property from its natural state.

(9) “Utility” means the storm drainage utility established by Ordinance No. 036-08, passed on October 14, 2008.

POMC 13.06.080 Storm drainage service charge calculation is hereby amended as follows:

(1) Three thousand square feet of impervious ground cover shall be equal to one impervious surface unit (ISU).

(2) All single-family residential ~~accounts-uses~~ (including mobile homes) are deemed to contain one equivalent ISU for purposes of the monthly storm drainage utility service charge.

(3) The utility shall determine the actual number of ISUs contained on all other property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial properties and these accounts shall pay a service charge to be calculated as follows: actual impervious ground cover/3,000 square feet ~~multiplied~~ by the single-family residential rate. In making the calculation of the actual number of ISUs, fractions shall be rounded to the nearest whole number but not less than one.

POMC 13.06.100 Storm drainage service charges.

In accordance with the basis for a rate structure set forth in POMC 13.06.070 and 13.06.080, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

(1) Effective June 1, 2024, the storm drainage charges are shown below:

(a) For all detached houses, including mobile homes, the monthly service charge shall be \$18.34.

~~(b) For all duplexes, or for detached houses with an accessory dwelling unit, the monthly service charge shall be \$9.17 per residential unit.~~

~~(c) For all triplexes, for a duplex with an ADU, or for detached house with two ADUs, the monthly service charge shall be \$6.12 per residential unit.~~

~~(d)~~ For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$18.34, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(2) Effective January 1, 2025, the storm drainage charges are shown below:

(a) For all detached house accounts, including mobile homes, the monthly service charge shall be \$24.03.

~~(b) For all duplexes, or for detached houses with an accessory dwelling unit, the~~

~~monthly service charge shall be \$12.02 per residential unit.~~

~~(c) For all triplexes, for a duplex with an ADU, or for detached houses with two ADUs, the monthly service charge shall be \$8.01 per residential unit.~~

~~(b)~~ For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$24.03, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(3) Effective January 1, 2026, the storm drainage charges are shown below:

(a) For all detached houses accounts, including mobile homes, the monthly service charge shall be \$31.47.

~~(b) For all duplexes, or for detached houses with an accessory dwelling unit, the monthly service charge shall be \$15.74 per residential unit.~~

~~(c) For all triplexes, for a duplex with an ADU, or for detached houses with two ADUs, the monthly service charge shall be \$10.49 per residential unit.~~

~~(b)~~ For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$31.47, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(4) Effective January 1, 2027, the storm drainage charges are shown below:

(a) For all detached houses, including mobile homes, the monthly service charge shall be \$32.42.

~~(b) For all duplexes, or for detached houses with an accessory dwelling unit, the monthly service charge shall be \$16.21 per residential unit.~~

~~(c) For all triplexes, for a duplex with an ADU, or for detached houses with two ADUs, the monthly service charge shall be \$10.81 per residential unit.~~

~~(b)~~ For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$32.42, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(5) Effective January 1, 2028, the storm drainage charges are shown below:

(a) For all detached houses, including mobile homes, the monthly service charge shall be \$33.39.

~~(b) For all duplexes, or for detached houses with an accessory dwelling unit, the monthly service charge shall be \$16.70 per residential unit.~~

~~(c) For all triplexes, for duplexes with an ADU, or for detached houses with two ADUs, the monthly service charge shall be \$11.12 per residential unit.~~

~~(bd)~~ For all other developed property, including but not limited to duplex, single-family residential with accessory dwelling unit(s), triplex, multifamily and commercial accounts, the monthly service charge shall be \$33.39, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

13.06.150 Storm drainage capital facilities charge.

(1) The storm drainage capital facility charge is designed to mitigate the impact of new demands on the existing storm drainage system and to require new or expanded development to pay its fair share of the value of the storm drainage system including, but not limited to, storm drainage transmission, storage, management, filtration, and dispersal facilities in compliance with the City's NPDES permit. The storm drainage capital facility charge applies to new construction, changes in use, and building modifications which modify the ISU count for the property. Prior to constructing any impervious surface and obtaining either a land disturbing activity permit/stormwater drainage permit and/or building permit, the property owner shall pay, in addition to other applicable charges, the applicable stormwater drainage capital facility charge. ~~Prior to connecting to the city's storm drainage system and obtaining either a building permit or certificate of occupancy, the property owner shall pay, in addition to other applicable charges, the applicable storm drainage capital facility charge.~~ The storm drainage capital facility charge for a residential or nonresidential connection is based on a set fee per ISU which is set forth in POMC 13.06.160.

(2) Storm drainage Capital Facility Charge - Exception for Redevelopment or Change of Use. Property owners may apply to receive a partial or a full exception to the assessment of the storm drainage capital facility charge, provided all of the following requirements are met:

(a) Property owners must submit an application for a partial or a full exception on the city's application form prior to the issuance of any land use or development permits which change the use or development of the property; and

(b) A nonresidential or residential account has continuously paid a minimum base fee as

applicable; and

(c) The property owner decides to construct a new building, change the original use, or modify the original building; and

(d) For a full exception, after the building improvements are completed, or new use implemented, the total calculated ISU for the account will be equal to or less than the ISU number calculated by the city under the prior use or development consistent with this section. A partial exception is applicable when the new ISU calculation is larger than the existing ISU calculation. In such case the city will establish the prior calculated ISU which will be used as the basis for a credit toward the storm

~~(3) At the time the storm drainage capital facility charge is paid, a storm drainage inspection fee shall be paid. The storm drainage inspection fee is set forth in POMC 13.06.160.~~

POMC 13.06.160 Fee schedule.

(1) The fees set forth below are referenced in POMC 13.06.150.

Storm Drainage Capital Facility Charge	POMC 13.06.150
Per ISU	\$3,087

ORDINANCE NO. 038-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE STORM DRAINAGE RATES AND CAPITAL FACILITY CHARGES (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.06.100 TO UPDATE STORM DRAINAGE RATES THROUGH 2028; ADDING NEW SECTIONS 13.06.150 AND 13.06.160 TO THE POMC TO ADOPT STORM DRAINAGE CAPITAL FACILITY CHARGES AND INSPECTION FEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has been in the process of updating its Stormwater and Watersheds Comprehensive Plan; and

WHEREAS, on November 28, 2023, the City Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan by resolution; and

WHEREAS, in coordination with the 2023 Stormwater and Watersheds Comprehensive Plan, the City reviewed storm drainage rates and the need for a capital facilities fee for new or expanded buildings and/or development that impact the storm drainage system; and

WHEREAS, in order to implement these rate changes and fees, amendments to Chapter 13.06 "Storm Drainage Utility" are needed; and

WHEREAS, the City Council finds that the amendments herein are consistent with goals and policies of the City's 2023 Stormwater and Watersheds Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; **now, therefore,**

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are adopted as findings for this Ordinance.

SECTION 2. Section 13.06.100 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.100 Storm drainage service charges.

In accordance with the basis for a rate structure set forth in POMC 13.06.070 and 13.06.080, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- (1) ~~Effective January 1, 2009, the storm drainage charges are shown below:~~
 - (a) ~~For all single family residential accounts, including mobile homes, the monthly~~

~~service charge shall be \$7.00.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$7.00 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$7.00, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(2) Effective January 1, 2015, the storm drainage charges are shown below:~~

~~(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$9.70.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$9.70 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$9.70, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(3) Effective June 1, 2015~~2024, the storm drainage charges are shown below:

~~(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$14.00~~18.34.

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$14.00~~18.34 for each residential unit.

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$14.00~~18.34, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(2) Effective January 1, 2025, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$24.03.

(b) For all duplexes and triplexes, the monthly service charge shall be \$24.03 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$24.03, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(3) Effective January 1, 2026, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$31.47.

(b) For all duplexes and triplexes, the monthly service charge shall be \$31.47 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$31.47, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(4) Effective January 1, 2027, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$32.42.

(b) For all duplexes and triplexes, the monthly service charge shall be \$32.42 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$32.42, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(5) Effective January 1, 2028, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$33.39.

(b) For all duplexes and triplexes, the monthly service charge shall be \$33.39 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$33.39 multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

SECTION 3. A new Section 13.06.150 is hereby added to the Port Orchard Municipal Code to read as follows:

13.06.150 Storm drainage capital facilities charge.

(1) The storm drainage capital facility charge is designed to mitigate the impact of new demands on the existing storm drainage system and to require new or expanded development to pay its fair share of the value of the storm drainage system including, but not limited to, storm drainage transmission, storage, management, filtration, and dispersal facilities in compliance with the City's NPDES permit. The storm drainage capital facility charge applies to new construction, changes in use, and building modifications which modify the ISU count for the property. Prior to connecting to the city's storm drainage system and obtaining either a building permit or certificate of occupancy, the property owner shall pay, in addition to other applicable charges, the applicable storm drainage capital facility charge. The storm drainage capital facility charge for a residential or nonresidential connection is based on a set fee per ISU which is set forth in POMC 13.06.160.

(2) Storm drainage Capital Facility Charge – Exception for Redevelopment or Change of Use. Property owners may apply to receive a partial or a full exception to the assessment of the storm drainage capital facility charge, provided all of the following requirements are met:

(a) Property owners must submit an application for a partial or a full exception on the city's application form prior to the issuance of any land use or

development permits which change the use or development of the property; and

(b) A nonresidential or residential account has continuously paid a minimum base fee as applicable; and

(c) The property owner decides to construct a new building, change the original use, or modify the original building; and

(d) For a full exception, after the building improvements are completed, or new use implemented, the total calculated ISU for the account will be equal to or less than the ISU number calculated by the city under the prior use or development consistent with this section. A partial exception is applicable when the new ISU calculation is larger than the existing ISU calculation. In such case the city will establish the prior calculated ISU which will be used as the basis for a credit toward the storm

(3) At the time the storm drainage capital facility charge is paid, a storm drainage inspection fee shall be paid. The storm drainage inspection fee is set forth in POMC 13.06.160.

SECTION 4. A new Section 13.06.160 is hereby added to the Port Orchard Municipal Code to read as follows:

13.04.025 Fee schedule.

(1) The fees set forth below are referenced in POMC 13.06.160.

Storm Drainage Fees	
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Storm Drainage Capital Facility Charge	POMC 13.06.150
Per ISU	\$3,087

Storm Drainage Inspection Fee	POMC 13.06.155
Per Connection	\$111.37

SECTION 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause, or phrase of this ordinance.

SECTION 6. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 7. Effective Date. This ordinance shall be posted and published as required by law and shall be effective and in full force five (5) days following publication, provided, however, that the rates and fees described in Sections 2 through 4 above, shall be effective April 1, 2024. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety..

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 12TH day of December 2023.

DocuSigned by:
Mark Trenary
AFF15B026C3E4DB

Mark Trenary, Mayor Pro-Tem

ATTEST:

Jenine Floyd

Jenine Floyd, CMC, Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
203701E25E00A57

Charlotte A. Archer, City Attorney

SPONSOR:

Cindy Lucarelli

Cindy Lucarelli, Councilmember

PUBLISHED: December 15, 2023
EFFECTIVE DATE: December 20, 2023





Agenda Staff Report

Agenda Item No.: Business Item 7B

Meeting Date: April 23, 2024

Subject: Adoption of a Resolution Approving a Contract with Miles Resources, LLC for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, and Mitchell Rd SE Project

Prepared By: Denis Ryan
 Public Works Director

Summary: The City identified the need for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project (the “Project”). This project includes improvement of Lincoln Ave SE and Mitchell Rd SE through the construction of a roundabout at the intersection of Lincoln Ave SE and Mitchell Rd SE, and will include partial reconstruction of roadways approaching the intersection. Roadway and sidewalk improvements are also included on Lincoln Ave SE and Mitchell Rd SE. The Work will also include ADA ramps, Driveway grading, storm drainage improvements, street lighting, modular block walls, signing, striping, overhead franchise utility, undergrounding coordination, and other work.

On December 14, 2021, the Port Orchard City Council committed to the Project by accepting a 2022 Urban Arterial Program grant award from Washington State Transportation Improvement Board (TIB) which provided funding for the Project. Pursuant to state law and the City’s Procurement Policies, as adopted by Resolution No. 072-23, the City’s Public Works Department utilized formal bidding and published an Invitation to Bid (ITB) for the Project. The ITB was published in the Kitsap Sun and Daily Journal of Commerce on February 23, 2024 and March 1, 2024. On February 23, 2024, staff uploaded the bid documents to the Washington Builder’s Exchange and the City’s Webpage. On March 26, 2024, by the 10:00 am bid deadline, the City Clerk received six (6) sealed bids. After confirming that there were no objections made and that there were no challenges to the Public Opening process, the six (6) sealed bids were opened and read aloud by the City Clerk. The City Clerk then prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form (including applicable taxes, labor, equipment, material, and fees), resulting in the initial determination that Miles Resources, LLC, was the presumed lowest qualified, responsible, and responsive bid. The final bid amounts were as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
Active Construction, Inc	\$1,365,365.00

Ceccanti, Inc	\$1,121,200.00
Miles Resources, LLC	\$1,089,176.20
Northwest Cascade, Inc.	\$1,120,925.00
Pacific Civil & Infrastructure, Inc.	\$1,340,838.00
Pat Hall Construction, Inc.	\$1,154,630.24

The Public Works Department reviewed all materials and confirmed that the bidding requirements for this public work have been followed. On March 29, 2024, the City's Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that Miles Resources, LLC's bid was the lowest qualified, responsible, and responsive bid.

Recommendation: Staff recommends that the City Council adopt a Resolution Authorizing the Mayor to execute a contract with Miles Resources, LLC for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project in the amount of \$1,089,176.20 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 7: Utilities, and Chapter 8: Transportation

Motion for consideration: I move to adopt a Resolution authorizing the Mayor to execute a contract with Miles Resources, LLC for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project in the amount of \$1,089,176.20 (applicable tax included).

Fiscal Impact: The City received the 2022 Urban Arterial Program grant award from Washington State Transportation Improvement Board (TIB) in the amount of \$985,493. Additional local funding from Transportation Impact Fees will also be included in the funding packet. The project is budgeted in the 2023-2024 Biennial budget.

Alternatives: Do not approve and provide further guidance.

Attachments: Resolution
Contract

RESOLUTION NO. **-24

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MILES RESOURCES, LLC FOR THE BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE PROJECT AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City identified the need for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project, to construct a new roundabout to alleviate traffic congestion and make additional improvements to the roadways in this area (the “Project”); and

WHEREAS, on December 14, 2021, the Port Orchard City Council accepted a 2022 Urban Arterial Program grant award from Washington State Transportation Improvement Board (TIB) which provided funding for the Project; and

WHEREAS, pursuant to the City’s Procurement Policies, as adopted by Resolution No. 072-23, the City’s Public Works Department published an Invitation to Bid (ITB) for the project; and

WHEREAS, the ITB was published in the Kitsap Sun and Daily Journal of Commerce on February 23, 2024, and March 1, 2024, and on February 23, 2024, staff uploaded the bid documents to the Washington Builder’s Exchange and the City’s Webpage; and

WHEREAS, on March 26, 2024, by the 10:00 am bid deadline, the City Clerk received six (6) sealed bids; and

WHEREAS, confirming that there were no objections made and that there were no challenges to the Public Opening process, the six (6) sealed bids were opened and read aloud; and

WHEREAS, the City Clerk then prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form (including applicable taxes, labor, equipment, material, and fees); and

WHEREAS, the Public Works Department also reviewed all materials and confirmed that the bidding requirements for this public work have been followed; and

WHEREAS, on March 29, 2024, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist; and

WHEREAS, Miles Resources, LLC is found to be the lowest responsible, qualified, and responsive bidder; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor’s Office, wishes to document their selection/procurement process as described above for this particular contract by Resolution; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the Mayor to execute a Contract with Miles Resources, LLC for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE project in a form acceptable to the City Attorney in the amount of \$1,089,176.20 (applicable sales tax included).

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage on this 23rd day of April 2024.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CONTRACT NO. _____

**CITY OF PORT ORCHARD
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE MITCHELL RD SE
Public Works Project No. 2024-003**

THIS CONTRACT ("Contract") is made and entered into this 23rd day of April, 2024, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and Miles Resources, LLC, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated March 26, 2024, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on March 26, 2024, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within 70 working days after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth herein, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that they have been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the

request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

One Million eighty nine thousand one hundred seventy six dollars and twenty cents Dollars (\$ 1,089,176.20) with Liberty Mutual Insurance Company as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XI. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may

be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. **Subcontractors.** Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIII. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. Miscellaneous Provisions.

A. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the

addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By:  _____ Joseph Harrison

Title: General Manager _____

Address: 400 Valley Avenue _____

Puyallup, WA 98732 _____

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

CITY

NAME Joseph Harrison
ADDRESS 400 Valley Ave NE Puyallup, WA 98732
TELEPHONE 253-383-3585
Email Joe.Harrison@milesresources.com

Attn: K. Chris Hammer, PE, PMP
216 Prospect Street, Port Orchard, WA 98366
Telephone: 360 876-4991
Email: khammer@portorchardwa.gov

With a copy to the City Clerk at the same address

5% RETAINAGE INVESTMENT OPTION¹

Contractor: Miles Resources, LLC

Project Name: Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE

Date: 4/5/2024 Project Number: PW2024-003

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete the attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.
Bank: _____

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice, then please complete the attached *ESCROW AGREEMENT*.
Preferred Bank: _____
Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstance.

Retainage Bond Will be posted



Contractor's Signature
General Manager

Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification

hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities,

or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

_____	CITY OF PORT ORCHARD
<i>Contractor</i>	<i>Agency</i>
By: _____	By: _____
Title: _____	
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PUBLIC WORKS PROJECT NO. PW2024-003
Bond to City of Port Orchard, Washington
Bond No. 023231013

We, Miles Resources, LLC, and Liberty Mutual Insurance Company
(Principal) (Surety)

a Massachusetts Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of One Million Eighty-Nine Thousand One Hundred Seventy-Six and 20/100THS Dollars (\$ 1,089,176.20), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled Bethel Ave, Bethel Rd, Lincoln Ave SE, Mitchell Rd SE ("Project") – Public Works Project No. PW2024-003 ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

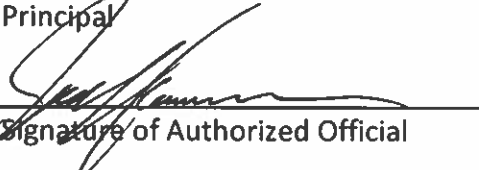
The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.


No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 4th day of April, 2024.

Miles Resources, LLC
Principal

Signature of Authorized Official
Joseph Harrison, General Manager
Printed Name and Title

Liberty Mutual Insurance Company
Surety

Signature of Authorized Official
By Jamie L. Marques
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Propel Insurance
1201 Pacific Ave, Suite 1000
Tacoma, WA 98402

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

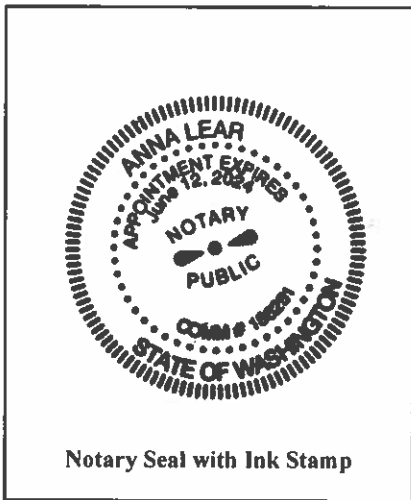
STATE OF WA)
COUNTY OF Pierce) ss.

On this 4th day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joseph Harrison, to me known to be the (check one of the following boxes):

- _____ of _____, the corporation,
- General Manager of Miles Resources, LLC, the partnership, LLC
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Anna Lear
Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at Big Harbor, WA

My Commission expires: 6/12/24

SURETY ACKNOWLEDGEMENT

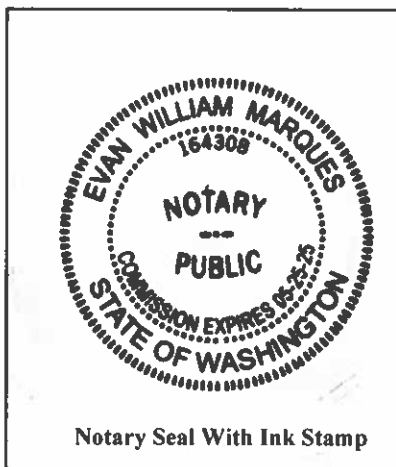
STATE OF Washington)
) ss.
COUNTY OF Pierce)

On this 4th day of April, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jamie L. Marques, to me known to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Evan William Marques
Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing Gig Harbor, WA
My Commission expires: 05/25/2025





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207353-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Alyssa J. Lopez; Amber Lynn Reese; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; Diane M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Truitt; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; Tamara A. Ringcisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April, 2024.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

NOTE: This form must be completed at Contract Completion. Before the Performance Bond or the retainage can be released, the City must receive the two year Maintenance /Warranty Bond

Project #: PW2024-003

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its: _____

By: _____
Its: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

Developer/Owner (Form P-1)

Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL

**CITY OF PORT ORCHARD
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE
PUBLIC WORKS CONTRACT NO. PW2024-003**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: Miles Resources, LLC
State License No.: MILESRL897RK

Date: 03/26/2024
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

*VERSION 2/21/24
City of Port Orchard
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE*

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no later than May 5th, 2024 and complete the construction within 70 working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PROJECT NO. PW2024-003

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where a conflict occurs between the unit price and the total amount on any items, the Total Amount in Words shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
Base Bid					
1A	1 EST	1-04	Minor Change	EST \$ 10,000.00	\$ 10,000.00
			§ Ten Thousand Dollars	(Total Amount in Words)	
2A	1 LS	SP 1-05	Roadway Surveying	LS \$ 17,696.00	\$ 17,696.00
			§ Seventeen Thousand Six Hundred Ninety Six Dollars	(Total Amount in Words)	
3A	1 LS	SP 1-05	Record Drawings (Min. Bid \$2,000)	LS \$ 2,000.00	\$ 2,000.00
			§ Two Thousand Dollars	(Total Amount in Words)	
4A	1 LS	STD	Mobilization	LS \$ 118,000.00	\$ 118,000.00
			§ One hundred eighteen thousand dollars	(Total Amount in Words)	
5A	1 LS	SP 1-10	Project Temporary Traffic Control	LS \$ 41,000.00	\$ 41,000.00
			§ Forty One Thousand Dollars	(Total Amount in Words)	
6A	180 LF	SP 2-02	Removing Cement Conc. Curb	LF \$ 9.75	\$ 1,755.00
			§ One Thousand Seven Hundred Fifty Five Dollars	(Total Amount in Words)	

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7A	65 SY	SP 2-02	Removing Cement Conc. Sidewalk	SY \$ 143.90	\$ 9,353.50
<p>§ Nine Thousand Three Hundred Fifty Three Dollars and Fifty Cents (Total Amount in Words)</p>					
8A	1,130 CY	STD	Roadway Excavation	CY \$ 77.05	\$ 87,066.50
<p>§ Eighty Seven Thousand Sixty Six Dollars and Fifty Cents (Total Amount in Words)</p>					
9A	120 TN	STD	Gravel Borrow Incl. Haul	TN \$ 76.85	\$ 9,222.00
<p>§ Nine Thousand Two Hundred Twenty Two Dollars (Total Amount in Words)</p>					
10A	45 TN	STD	Crushed Surfacing Top Course	TN \$ 150.35	\$ 6,765.75
<p>§ Six Thousand Seven Hundred Sixty Five Dollars and Seventy Five Cents (Total Amount in Words)</p>					
11A	1,340 TN	STD	Crushed Surfacing Base Course	TN \$ 36.15 ^{JH} 36.45	\$ 48,441.00
<p>§ Forty Eight Thousand Four Hundred Forty One Dollars (Total Amount in Words)</p>					
12A	285 SY	SP 5-04	Planing Bituminous Pavement	SY \$ 38.35	\$ 10,929.75
<p>§ Ten Thousand Nine Hundred Twenty Nine Dollars and Seventy Five Cents (Total Amount in Words)</p>					
13A	24 TN	SP 5-04	Commercial HMA	TN \$ 288.50	\$ 6,924.00
<p>§ Six Thousand Nine Hundred Twenty Four Dollars (Total Amount in Words)</p>					
14A	680 TN	SP 5-04	HMA CL 1/2 In. PG 58H-22	TN \$ 127.60	\$ 86,768.00
<p>§ Eighty Six Thousand Seven Hundred Sixty Eight Dollars (Total Amount in Words)</p>					
15A	695 SY	SP 5-04	Temporary Pavement	SY \$ 9.35	\$ 6,498.25
<p>§ Six Thousand Four Hundred Ninety Eight Dollars and Twenty Five Cents (Total Amount in Words)</p>					

VERSION 2/21/24
 City of Port Orchard
 Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16A	220 SY	SP 5-05	Textured & Pigmented Cement Conc. Pavement	SY \$ <u>168.00</u>	\$ <u>36,960.00</u>
			\$ thirty six thousand nine hundred sixty dollars (Total Amount in Words)		
17A	375 SF	SP 6-20	Modular Block Wall	SF \$ <u>82.00</u>	\$ <u>30,750.00</u>
			\$ thirty thousand seven hundred fifty dollars (Total Amount in Words)		
18A	695 LF	STD	Solid Wall PVC Storm Sewer Pipe 12 IN. Diam	LF \$ <u>90.90</u>	\$ <u>63,175.50</u>
			Sixty Three Thousand One Hundred Seventy Five Dollars and Fifty Cents (Total Amount in Words)		
19A	2 EA	SP 7-05	Adjust Storm Sewer Catch Basin	EA \$ <u>1,250.00</u>	\$ <u>2,500.00</u>
			\$ Two Thousand Five Hundred Dollars (Total Amount in Words)		
20A	1 EA	SP 7-05	Connection to Existing Storm Sewer Structure	EA \$ <u>2,615.00</u>	\$ <u>2,615.00</u>
			\$ Two Thousand Six Hundred Fifteen Dollars (Total Amount in Words)		
21A	2 EA	SP 7-05	Connection to Existing Storm Sewer Pipe	EA \$ <u>1,433.00</u>	\$ <u>2,866.00</u>
			\$ Two Thousand Eight Hundred Sixty Six Dollars (Total Amount in Words)		
22A	10 EA	STD	Catch Basin Type 1	EA \$ <u>2,328.00</u>	\$ <u>23,280.00</u>
			\$ Twenty Three Thousand Two Hundred Eighty Dollars (Total Amount in Words)		
23A	5 EA	STD	Catch Basin Type 2 48 In. Diam.	EA \$ <u>5,430.00</u>	\$ <u>27,150.00</u>
			\$ Twenty Seven Thousand One Hundred Fifty Dollars (Total Amount in Words)		
24A	3 EA	STD	Catch Basin Type 2 54 In. Diam.	EA \$ <u>7,705.00</u>	\$ <u>23,115.00</u>
			\$ Twenty Three Thousand One Hundred Fifteen Dollars (Total Amount in Words)		
25A	1 EA	STD	Catch Basin Type 2 54 In. Diam. With Flow Restrictor	EA \$ <u>11,175.00</u>	\$ <u>11,175.00</u>
			\$ Eleven Thousand One Hundred Seventy Five Dollars (Total Amount in Words)		

VERSION 2/21/24
 City of Port Orchard
 Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
26A	1 EA	STD	Catch Basin Type 2 60 In. Diam.	EA \$ 7,870.00	\$ 7,870.00
§ Seven Thousand Eight Hundred Seventy Dollars (Total Amount in Words)					
27A	775 CY	STD	Structure Excavation Class B Incl. Haul	CY \$ 22.25	\$ 17,243.75
§ Seventeen Thousand Two Hundred Forty Three Dollars and Seventy Five Cents (Total Amount in Words)					
28A	2,810 SF	STD	Shoring or Extra Excavation Class B	SF \$.60	\$ 1,686.00
§ One Thousand Six Hundred Eighty Six Dollars (Total Amount in Words)					
29A	160 CY	STD	Gravel Backfill for Pipe Zone Bedding	CY \$ 55.00	\$ 8,800.00
§ Eight Thousand Eight Hundred Dollars (Total Amount in Words)					
30A	190 CY	STD	Bank Run for Trench Backfill	CY \$ 55.00	\$ 10,450.00
§ Ten Thousand Four Hundred Fifty Dollars (Total Amount in Words)					
31A	3 EA	SP 7-12	Adjust Valve Box for Water Main Valves	EA \$ 1,123.00	\$ 3,369.00
§ Three Thousand Three Hundred Sixty Nine Dollars (Total Amount in Words)					
32A	2 EA	SP 7-17	Adjust Sanitary Sewer Manhole Covers	EA \$1,527.00	\$ 3,054.00
§ Three Thousand Fifty Four Dollars (Total Amount in Words)					
33A	1 EA	SP 7-20	Biopod Underground 6'x8'	EA \$ 51,930.00	\$ 51,930.00
§ Fifty One Thousand Nine Hundred Thirty Dollars (Total Amount in Words)					
34A	165 LF	SP 7-21	Solid Wall 36 in. Diam CMP Detention Pipe	LF \$ 225.00	\$ 37,125.00
§ Thirty Seven Thousand One Hundred Twenty Five Dollars (Total Amount in Words)					

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
35A	1 LS	STD	ESC Lead	LS \$ 614.00	\$ 614.00
			§ Six Hundred Fourteen Dollars (Total Amount in Words)		
36A	19 EA	STD	Inlet Protection	EA \$ 108.65	\$ 2,064.35
			§ Two Thousand Sixty Four Dollars and Thirty Five Cents (Total Amount in Words)		
37A	3 EA	STD	Erosion Control for Culvert Ends	EA \$ 2,205.00	\$ 6,615.00
			§ Six Thousand Six Hundred Fifteen Dollars (Total Amount in Words)		
38A	1 LS	STD	Erosion and Water Pollution Prevention	LS \$ 2,240.00	\$ 2,240.00
			§ Two Thousand Two Hundred Forty Dollars (Total Amount in Words)		
39A	1,405 LF	STD	High Visibility Silt Fence	LF \$ 6.25	\$ 8,781.25
			Eight Thousand Seven Hundred Eight One Dollars and Twenty Five cents § (Total Amount in Words)		
40A	1 LS	STD	Roadside Restoration	LS \$ 12,880.00	\$ 12,880.00
			§ Twelve Thousand Eight Hundred Eighty Dollars (Total Amount in Words)		
41A	970 LF	STD	Cement Conc. Curb & Gutter Type A	LF \$ 37.00	\$ 35,990.00
			§ thirty five thousand eight hundred ninety dollars (Total Amount in Words)		
42A	140 LF	STD	Roundabout Truck Apron Cement Conc. Curb & Gutter	LF \$ 49.00	\$ 6,860.00
			§ six thousand eight hundred sixty dollars (Total Amount in Words)		
43A	450 LF	STD	Roundabout Cement Conc. Curb & Gutter	LF \$ 43.00	\$ 19,350.00
			§ nineteen thousand three hundred fifty dollars (Total Amount in Words)		
44A	3 EA	STD	Roundabout Splitter Island Nosing Curb	EA \$ 314.00	\$ 942.00
			§ three hundred fourteen th nine hundred forty-two dollars (Total Amount in Words)		

VERSION 2/21/24
 City of Port Orchard
 Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE

Project # PW 2024-003

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
45A	135 LF	STD	Roundabout Central Island Cement Conc. Curb & Gutter	LF \$ <u>70.00</u>	\$ <u>9,450.00</u>
			<u>\$ nine thousand four hundred fifty dollars</u> (Total Amount in Words)		
46A	40 SY	SP 8-06	Cement Conc. Residential Driveway Entrance	SY \$ <u>97.00</u>	\$ <u>3,480.00</u>
			<u>\$ three thousand four hundred eighty dollars</u> (Total Amount in Words)		
47A	70 SY	SP 8-14	Cement Conc. Sidewalk	SY \$ <u>73.00</u>	\$ <u>5,110.00</u>
			<u>\$ five thousand one hundred ten dollars</u> (Total Amount in Words)		
48A	70 SY	SP 8-14	Cement Conc. Sidewalk with Thickened Slab Edge	SY \$ <u>80.00</u>	\$ <u>5,600.00</u>
			<u>\$ five thousand six hundred dollars</u> (Total Amount in Words)		
49A	2 EA	SP 8-14	Cement Conc. Curb Ramp Type Parallel A	EA \$ <u>2,800.00</u>	\$ <u>5,600.00</u>
			<u>\$ five thousand six hundred dollars</u> (Total Amount in Words)		
50A	4 EA	SP 8-14	Cement Conc. Curb Ramp Type Parallel A with Thickened Slab Edge	EA \$ <u>3,100.00</u>	\$ <u>12,400.00</u>
			<u>\$ twelve thousand four hundred dollars</u> (Total Amount in Words)		
51A	30 TN	STD	Quarry Spall	TN \$ <u>52.00</u>	\$ <u>1,560.00</u>
			<u>\$ One Thousand Five Hundred Sixty Dollars</u> (Total Amount in Words)		
52A	1 LS	SP 8-20	Luminaire Pole Foundation	LS \$ <u>23,000.00</u>	\$ <u>23,000.00</u>
			<u>\$ twenty three thousand dollars</u> (Total Amount in Words)		
53A	1 LS	SP 8-20	Luminaire Conduit System	LS \$ <u>17,000.00</u>	\$ <u>17,000.00</u>
			<u>\$ seventeen thousand dollars</u> (Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
54A	1 LS	SP 8-21	Permanent Signing	LS \$ 21,280.00	\$ 21,280.00
\$ Twenty One Thousand Two Hundred Eighty Dollars (Total Amount in Words)					
55A	1,420 LF	STD	Plastic Line	LF \$ 3.08	\$ 4,373.60
\$ Four Thousand Three Hundred Seventy Three Dollars and Sixty Cents (Total Amount in Words)					
56A	220 LF	STD	Plastic Wide Lane Line	LF \$ 6.16	\$ 1,355.20
\$ One Thousand Three Hundred Fifty Five Dollars and Twenty Cents (Total Amount in Words)					
57A	240 SF	STD	Plastic Crosswalk Line	SF \$ 8.12	\$ 1,948.80
\$ One Thousand Nine Hundred Forty Eight Dollars and Eighty Cents (Total Amount in Words)					
58A	4 EA	STD	Type 3SL (Left) Traffic Arrow	EA \$ 588.00	\$ 2,352.00
\$ Two Thousand Three Hundred Fifty Two Dollars (Total Amount in Words)					
59A	800 LF	STD	Temporary Pavement Marking - Long Duration	LF \$ 1.12	\$ 896.00
\$ Eight Hundred Ninety Six Dollars (Total Amount in Words)					
60A	125 LF	SP 8-33	Pedestrian Handrail	LF \$ <u>400.00</u>	\$ <u>50,000.00</u>
\$ Fifty thousand dollars (Total Amount in Words)					
Total Base Bid					\$ 1,089,176.20

Schedule A: SALES TAX

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, the Contractor shall include applicable Washington State retail sales taxes in the various unit bid prices or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

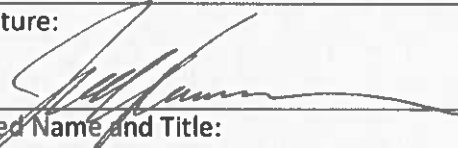
**CITY OF PORT ORCHARD
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PUBLIC WORKS PROJECT NO. PW2024-003**

1	3/19/2024		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

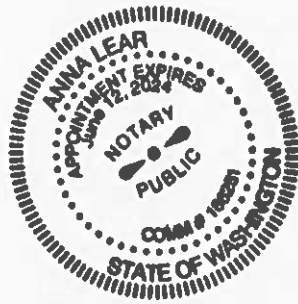
OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: 3/26/2024
Printed Name and Title: Joseph Harrison, General Manager	Location or Place Executed (City, State): Puyallup, WA
Business Address: 400 Valley Ave NE Puyallup, WA 98372	Business Telephone: 253-383-3585

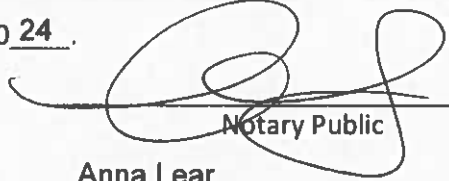
NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF WA)
)ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Joseph Harrison signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the General Manager (title) of Miles Resources, LLC (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 26th day of March, 2024.





Notary Public

Anna Lear

Printed Name

My Commission Expires:
6/12/2024



Agenda Staff Report

Agenda Item No.: Business Item 7C

Meeting Date: April 23, 2024

Subject: Approval of Change Order No. 1 to
Contract No. 063-23 with JMG
Constructors, Inc. for the McCormick
Woods-Well 11 Site Improvements

Prepared By: Denis Ryan
Public Works Director

Summary: The McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) was identified as a priority task for the City of Port Orchard’s Public Works Department. This Project includes an overall upgrade to the system, including but not limited to the installation of a 1,250-gpm submersible pump, and the installation of a 1,250-gpm booster pumping system. The Project will be multi-phased due to its size. On April 26, 2022, the Port Orchard City Council adopted Ordinance No. 012-22, approving a contract (C058-22) and accepting a Drinking Water State Revolving Fund (DWSRF) Construction Loan managed by the DOH, in the amount \$8,080,000 (Loan Fee included), for the Project. On May 23, 2023, following a procurement process consistent with state law and the City’s Procurement Policies adopted by Resolution 073-23, as amended, the City executed Contract No. 063-23 with JMG Constructors, Inc. for the Project. During construction it was determined that the addition of insulation to the exterior walls was a required component inherent to the functionality of the existing scope of work. Change Order No. 1 is necessary to address a correction to the original design and specifications, adding R-9.5 value insulation for the conditioned spaces as required by the Energy Code. Staff have confirmed these changes are reasonable and necessary for the project, and consistent with the initial scope of the bid Project. These changes to the contract reflect an increased cost of \$113,186.71, for a new contract total of \$6,109,719.17 (applicable tax included).

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Change Order No. 1 to Contract No. 063-23 with JMG Constructors, Inc. for the McCormick Woods-Well 11 Site Improvement Project in the amount of \$113,186.71, for a new contract total of \$6,109,719.17 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 7 - Utilities

Motion for consideration: I move to authorize the Mayor to execute Change Order No. 1 to Contract No. 063-23 with JMG Constructors, Inc. for the McCormick Woods-Well 11 Site Improvement Project in the amount of \$113,186.71 (applicable tax included).

Fiscal Impact: There is funding available in the 2023-2024 Budget (GL 413.05.594.34.60)

Alternatives: Do not approve and provide further guidance.

Attachments: Change Order No. 1
Courtesy Copy of C063-23

CITY OF PORT ORCHARD

Authorization for Change Order No. 1

Date: <u>4/2/2024</u>	Contractor: <u>JMG Constructors, LLC</u>
Project: <u>Well 11 Site Improvement Proj.</u>	<u>PO Box 241</u>
Contract / Job # <u>C063-23</u>	<u>Keyport, WA 98345</u>

THIS CHANGE ORDER AUTHORIZES (add description).

Additional Work/Construction Change Directives: Energy code requires the building have a R-9.5 value insulation for the conditioned spaces. The original design and specifications did not call for the exterior walls to be insulated. The following COP describes the work to be completed.

COP 004A - R-9.6/1.5" foil faced poly rigid board installed at the interior of the CMU exterior walls, Taped Joints, Installed between furring strips at 16" OC. Fibercorr material, Wall panel installation, Trim installation, Painting Credit, Installation equipment.

Change Order #1 Totals- \$113,186.71 w/ tax. See COP 004A for breakdown.

	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$5,486,306.00	\$510,226.46	\$5,996,532.46	13-Jun-22	Council
Change Order 1	\$103,556.00	\$9,630.71	\$113,186.71	23-Apr-24	Council
Total Contract	\$5,589,862.00	\$519,857.17	\$6,109,719.17		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Ann Granlee
Contractor Approval Signature

Public Works Director

Ann Granlee - G.M. 04/02/2024
Printed Name & Title

Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved: _____
Mayor

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest: _____
City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

Council Approval Date

Bid Totals

Project No.: McCormick Woods Well #11
 Contract No.: 063-23
 Owner: City of Port Orchard
 COP 004 A Interior Wall Finishes Fibercore

03/18/24

Item	Description	Quantity	Unit	ITEM COST	
				Unit	Total
1	Fibercore Materials	1	LS	25,230.00	25,230.00
2	Wall Panel Installation	4960	SF	3.42	16,963.20
3	Trim Installation	2710	LF	3.45	9,349.50
4	Insulation Z Furring 16" O.C.	1	LS	38,801.00	38,801.00
5	Painting Credit	1	LS	(8,001.94)	(8,001.94)
6	Lift Rental	1	MTH	1,700.00	1,700.00

				ITEM
				TOTAL
				84,041.76

Subtotal Direct Costs		84,041.76
Trucks/Safety/Travel/Small Tools	0.00%	-
Liability Insurance	1.0000%	840.42
Profit /Overhead	21.00%	17,648.77
Contractor Bond	1.00%	1,025.31
Subtotal Mark-Ups		19,514.50
Total (Rounded)		103,556.00
Sub Costs		
Totals		103,556.00

CONTRACT

**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO PW2023-010
CONTRACT NO. 063-23**

THIS CONTRACT (“Contract”) is made and entered into this 8th day of August, 2023, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the “City,” and **JMG Constructors, LLC** hereinafter called the “Contractor.”

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **McCormick Woods – Well No. 11 Site Improvement Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor’s Bid Proposal dated July 25, 2023, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City’s Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on July 25, 2023, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **350 working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as

set forth herein, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that their bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that they have been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

- 1. Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- 2. Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
- 3. Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$ _____) with _____
as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$3,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

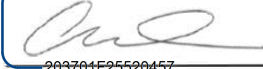
DocuSigned by:
CITY OF PORT ORCHARD
By: Rob Putaansuu
3B96492E3F5847D...
Robert Putaansuu, Mayor

CONTRACTOR
By: [Signature]
Title: G.M.
Address: 3910 NW Lakeness Rd
Poulsbo, WA 98370

DocuSigned by:
ATTEST:
Brandy Wallace
46A5A64BBD00418...
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:



203701F25520457...

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

CITY

NAME <u>JMG Constructors</u>	Name: Robert Putaansuu_
ADDRESS <u>3910 NW Lakeness Rd</u>	216 Prospect Street,
<u>Port Orchard, WA 98370</u>	Port Orchard, WA 98366
TELEPHONE <u>360-620-4905</u>	TELEPHONE: 360 876-4407
Email <u>avn@JMGConstructors.com</u>	Email: cityclerk@portorchardwa.gov

With a copy to the City Clerk at the same address

EXHIBIT C

5% RETAINAGE INVESTMENT OPTION¹

Contractor: JMG Constructors, LLC

Project Name: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**

Date: 8/7/23 Project Number: **PW2023-010**

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:



- 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: Wells Fargo Bank



- 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____



- 3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstances.



Contractor's Signature

G.M.
Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: Wells Fargo SAVINGS ACCOUNT NO: 8878755217

BANK'S ADDRESS: 19044 Jensen way NE
Pauls bo, WA 98370

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: 063-23

PROJECT TITLE: McCormick Woods Well No. 11 Improvements

The estimated completion date of contract is: 11/2024

The undersigned, JMG Constructors LLC, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:
Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification

hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

- 5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
- 6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
- 7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Jmg Constructors, LLC

Contractor

CITY OF PORT ORCHARD

Agency

BY: [Signature]

BY: _____

Title: G.M.

Date: 8/7/23

Date: _____

Address: 3910 NW Lakeness Rd
Poulsbo, WA 98370

The above savings account agreement and instruction received and accepted this 7th day of August, 2023

[Signature]
Bank Name
Stormie Webb Wells Fargo
Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions

from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

_____	CITY OF PORT ORCHARD
<i>Contractor</i>	<i>Agency</i>
By: _____	By: _____
Title: _____	
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT

PUBLIC WORKS PROJECT NO. PW2023-010

Bond to City of Port Orchard, Washington

Bond No. NAS 2339641

Premium: \$52,926

We, JMG Constructors, LLC, and Swiss Re Corporate Solutions America Insurance Corporation
(Principal) (Surety)

a Missouri Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of Five Million Nine Hundred Ninety Six Thousand Five Hundred Thirty Two Dollars (\$ 5,996,532.00), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated August 8, 2023, between Principal and Owner for a project entitled

McCormick Woods - Well No. 11 Site Improvement Project (“Project”) – Public Works Project No. PW2023-010 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).


If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 9th day of August, 2023.

JMG Constructors, LLC

Principal



Signature of Authorized Official

Ann Granlee, Sr.

Printed Name and Title

Swiss Re Corporate Solutions America Insurance Corporation

Surety



Signature of Authorized Official

By Jon Richard Sullivan

Attorney in Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Swiss Re Corporate Solutions America Insurance Corporation

450 Alaskan Way South, Suite 200

Seattle, WA 98104

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

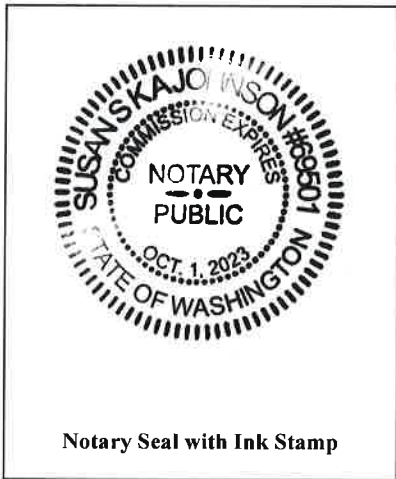
STATE OF Washington
COUNTY OF Kitzap)ss.

On this 9th day of Aug., 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ann Granlee, to me known to be the (check one of the following

- General Mgt. of JMG Constructors the corporation,
- _____ of _____, the partnership,
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Susan Ska Johnson
 Print or type name
Susan Ska Johnson
 NOTARY PUBLIC,
 in and for the State of Washington
 Residing at Grapeview, WA
 My Commission expires: 10/1/23

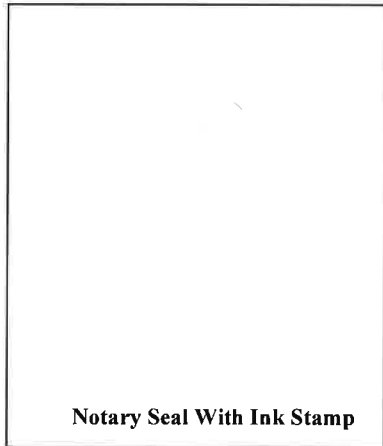
PLEASE SEE ATTACHED NOTARY ACKNOWLEDGMENT FOR SURETY SIGNATURES

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name
NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

ACKNOWLEDGMENT

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 Marin

On August 9, 2023 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan
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 

(Seal)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JON RICHARD SULLIVAN, KAREN RHODES, TAMMY BATES, and EMMALYN NICHOLS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois ss
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of August, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT

PUBLIC WORKS PROJECT NO. PW2023-010

Bond to City of Port Orchard, Washington

Bond No. NAS 2339641

Premium: \$52,926

We, JMG Constructors, LLC, and Swiss Re Corporate Solutions America Insurance Corporation
(Principal) (Surety)

a Missouri Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of Five Million Nine Hundred Ninety Six Thousand Five Hundred Thirty Two Dollars (\$ 5,996,532.00), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated August 8, 2023, between Principal and Owner for a project entitled

McCormick Woods - Well No. 11 Site Improvement Project (“Project”) – Public Works Project No. PW2023-010 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 9th day of August, 20 23.

JMG Constructors, LLC

Principal



Signature of Authorized Official

Anna Stanley - G.M.

Printed Name and Title

Swiss Re Corporate Solutions America Insurance Corporation

Surety



Signature of Authorized Official

By Jon Richard Sullivan

Attorney in Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Swiss Re Corporate Solutions America Insurance Corporation

450 Alaskan Way South, Suite 200

Seattle, WA 98104

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

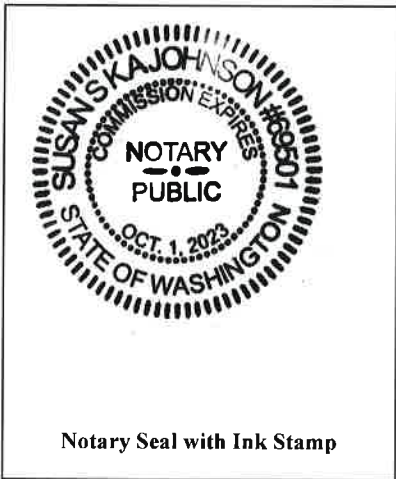
STATE OF Washington)
COUNTY OF Kitsap)ss.

On this 9th day of Aug., 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ann Granite, to me known to be the (check one of the following boxes):

- General Mgr of JMA Constructors, the corporation,
- _____ of _____, the partnership,
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Susan SKA Johnson
 Print or type name
Susan SKA Johnson
 NOTARY PUBLIC,
 in and for the State of Washington
 Residing at Grapeview, WA
 My Commission expires: 10/1/23

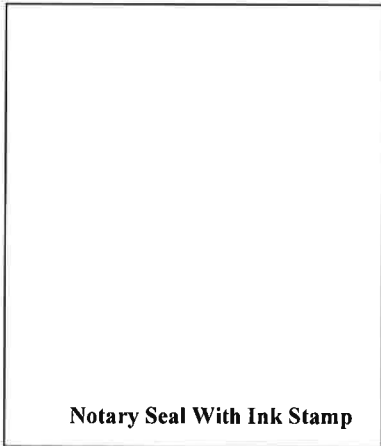
PLEASE SEE ATTACHED NOTARY ACKNOWLEDGMENT FOR SURETY SIGNATURES

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

ACKNOWLEDGMENT

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 Marin)

On August 9, 2023 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
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/shə/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 

(Seal)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JON RICHARD SULLIVAN, KAREN RHODES, TAMMY BATES, and EMMALYN NICHOLS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois ss
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of August, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

NOTE: This form must be completed at Contract Completion. Before the Performance Bond or the retainage can be released, the City must receive the two year Maintenance /Warranty Bond

Project #: PW-2023-010

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: **MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT**
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its: _____

By: _____
Its: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE

Developer/Owner (Form P-1)

Surety Company (Form P-2)

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL

**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 11 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. PW2023-010**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: JMG Constructors, LLC
State License No.: JMGCOCL88501

Date: July 25th, 2023
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation, of subsurface information and has utilized all data, which they believe pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that they been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, they will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of their Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, they will meet with engineering personnel, and complete the construction within **350** working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
MCCORMICK WOODS WELL NO. 11 SITE IMPROVEMENT PROJECT

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
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Base Bid

1	Lump Sum	Mobilization, Bonds, Insurance, and Demobilization <u>Two Hundred Ninety Thousand</u> (Total Amount in Words) <u>Two Hundred Seventy Eight Dollars</u>	<u>\$ 290,278</u> Per Lump Sum	<u>\$ 290,278.00</u>
2	Lump Sum	Traffic Control <u>Fifteen Thousand Seven Hundred</u> (Total Amount in Words) <u>Twenty-Three Dollars</u>	<u>\$ 15,723</u> Per Lump Sum	<u>\$ 15,723.00</u>
3	Lump Sum	Surveying and Construction Staking <u>Fifteen Thousand Seven Hundred</u> (Total Amount in Words) <u>Twenty-Three Dollars</u>	<u>\$ 15,723</u> Per Lump Sum	<u>\$ 15,723.00</u>
4	Lump Sum	Erosion and Sedimentation Control <u>Fifteen Thousand One Hundred</u> (Total Amount in Words) <u>Eighteen Dollars</u>	<u>\$ 15,118</u> Per Lump Sum	<u>\$ 15,118.00</u>
5	Lump Sum	Sheeting, Shoring, and Bracing <u>Five Thousand Four Hundred</u> (Total Amount in Words) <u>Thirty-Three Dollars</u>	<u>\$ 5,433</u> Per Lump Sum	<u>\$ 5,433.00</u>
6	80	DI Pipe for Water Main, 8 In. Diam. <u>Seventeen Thousand Three Hundred</u> (Total Amount in Words) <u>Sixty Dollars</u>	<u>\$ 217.00</u> Per Lineal Foot	<u>\$ 17,360.00</u>
7	330	DI Pipe for Water Main, 10 In. Diam. <u>Seventy Nine Thousand Two</u> (Total Amount in Words) <u>Hundred Dollars</u>	<u>\$ 240.00</u> Per Lineal Foot	<u>\$ 79,200.00</u>
8	90	DI Pipe for Water Main, 12 In. Diam. <u>Twenty Seven Thousand Six Hundred</u> (Total Amount in Words) <u>Thirty Dollars</u>	<u>\$ 307.00</u> Per Lineal Foot	<u>\$ 27,630.00</u>
9	80	PVC Pipe for Drain, 4 In. Diam. <u>Six Thousand Six Hundred</u> (Total Amount in Words) <u>Forty Dollars</u>	<u>\$ 83.00</u> Per Lineal Foot	<u>\$ 6,640.00</u>
10	220	PVC Pipe for Drain, 10 In. Diam.		

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
11	35	DI Pipe for Storm, 8 In. Diam. <i>Twenty Three Thousand Three Hundred Twenty Dollars</i>	\$ 106.00 Per Lineal Foot	\$ 23,320.00
12	45	DI Pipe for Storm, 12 In. Diam. <i>Four Thousand Three Hundred Forty Dollars</i>	\$ 124.00 Per Lineal Foot	\$ 4,340.00
13	600	PVC Pipe for Gravity Sewer, 8 In. Diam. <i>Six Thousand Nine Hundred Seventy-Five Dollars</i>	\$ 155.00 Per Lineal Foot	\$ 6,975.00
14	Lump Sum	Piping, Fittings, Valves, and Appurtenances inside Pump Station Building <i>one Hundred Twenty Thousand Dollars</i>	\$ 200.00 Per Lineal Foot	\$ 120,000.00
15	4	48-inch Concrete Manholes <i>Two Hundred Sixty one Thousand Six Hundred Fifty Five Dollars</i>	\$ 261,655 Per Lump Sum	\$ 261,655.00
16	1	60-inch Concrete Dechlorination Manhole <i>Thirty Two Thousand Six Hundred Fifty Six Dollars</i>	\$ 8,164 Per Each	\$ 32,656.00
17	Lump Sum	Pump Station Building <i>Twenty Six Thousand one Hundred Nine Dollars</i>	\$ 26,109 Per Each	\$ 26,109.00
18	1	Well No. 11 Pump <i>one million Five Hundred Two Thousand Two Hundred Forty Eight Dollars</i>	\$ 1,502,248 Per Lump Sum	\$ 1,502,248.00
19	2	Booster Pumps <i>Two Hundred Ninety Thousand Two Hundred Seventy Eight Dollars</i>	\$ 290,278 Per Each	\$ 290,278.00
20	Lump Sum	Chlorination System <i>Two Hundred Twenty One Thousand Eight Hundred Thirty Eight Dollars</i>	\$ 110,919 Per Each	\$ 221,838.00
21	Lump Sum	Fluoridation System <i>One Hundred Seventy Nine Thousand Nine Hundred Three Dollars</i>	\$ 179,903 Per Lump Sum	\$ 179,903.00
22	Lump Sum	Water Sampling Station <i>Fifty Five Thousand Three Hundred Sixteen Dollars</i>	\$ 55,316 Per Lump Sum	\$ 55,316.00

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
23	Lump Sum	<p><u>Twenty Three Thousand</u> (Total Amount in Words) <u>Five Hundred Fifty Five</u> Electrical and Instrumentation</p>	<p>\$23,555 Per Lump Sum</p>	<p>\$ 23,555.00</p>
24	Lump Sum	<p><u>One million Seventy Six Thousand</u> (Total Amount in Words) <u>Sixty Five</u> Generator Set</p>	<p>\$1,076,065 Per Lump Sum</p>	<p>\$ 1,076,065.00</p>
25	Lump Sum	<p><u>Two Hundred Fifty Thousand</u> (Total Amount in Words) <u>Two Hundred Sixty Two</u> Testing, Flushing, and Disinfection of Water Mains</p>	<p>\$250,262 Per Lump Sum</p>	<p>\$ 250,262.00</p>
26	Lump Sum	<p><u>Twenty Six Thousand</u> <u>Two Hundred Eighty one</u> Well Decommissioning, Abandoning Existing Pipe, and Site Demolition</p>	<p>\$ 26,281 Per Lump Sum</p>	<p>\$ 26,281.00</p>
27	Lump Sum	<p><u>One Hundred Thirty Four Thousand</u> (Total Amount in Words) <u>Twenty One Dollars</u> Clearwell Rehabilitation</p>	<p>\$134,021 Per Lump Sum</p>	<p>\$ 134,021.00</p>
28	350	<p><u>Two Hundred Sixty Nine</u> (Total Amount in Words) <u>Thousand Three Hundred Ten</u> Hot Mix Asphalt</p>	<p>\$269,310 Per Lump Sum</p>	<p>\$ 269,310.00</p>
29	390	<p><u>Eighty Five Thousand fifty</u> (Total Amount in Words) <u>Dollars</u> Crushed Surfacing Top Course</p>	<p>\$ 243.00 Per Ton</p>	<p>\$ 85,050.00</p>
30	260	<p><u>Eighteen Thousand Seven</u> (Total Amount in Words) <u>Hundred Twenty</u> Crushed Surfacing Base Course</p>	<p>\$ 48.00 Per Ton</p>	<p>\$ 18,720.00</p>
31	Lump Sum	<p><u>Twelve Thousand Four Hundred</u> (Total Amount in Words) <u>Eighty</u> Final Site Grading, Surface Restoration, and Site Clean-Up</p>	<p>\$ 48.00 Per Ton</p>	<p>\$ 12,480.00</p>
32	Lump Sum	<p><u>Ninety Three Thousand</u> (Total Amount in Words) <u>Six Hundred Thirteen</u> Bioswale</p>	<p>\$93,613 Per Lump Sum</p>	<p>\$ 93,613.00</p>
		<p><u>One Hundred Fourteen Thousand</u> (Total Amount in Words) <u>Seven Hundred Six Dollars</u></p>	<p>\$114,706 Per Lump Sum</p>	<p>\$ 114,706.00</p>

Item No.	Estimated Quantity	Description of Item/ Total Amount in Words	Unit Price	Total Amount
33	Force Account	Minor Changes <u>One Hundred Thousand Dollars</u> (Total Amount in Words) and no cents	<u>\$100,000</u> Per Force Account	<u>\$ 100,000</u>
34	1	8-inch Piping Vault <u>Forty Thousand Five Hundred</u> (Total Amount in Words)	<u>40,500</u> Per Each	<u>40,500.00</u>
35	1	10-inch Valve Vault <u>Forty Four Thousand Dollars</u> (Total Amount in Words)	<u>44,000</u> Per Each	<u>44,000.00</u>
Total Base Bid				<u>\$ 5,486,306.00</u>
Tax 9.3%				<u>\$ 510,226.00</u>
TOTAL BID				<u>\$ 5,996,532.00</u>

SALES TAX

Retailing/Retail Sales Tax Rule WAC 458-20-170: Washington State Retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:


**CITY OF PORT ORCHARD
MCCORMICK WOODS – WELL NO. 1 SITE IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. 2023-010**

<u>1</u>	<u>06/20/2023</u>	<u>2</u>	<u>07/11/2023</u>
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>3</u>	<u>07/17/2023</u>	<u>4</u>	<u>07/19/2023</u>
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>5</u>	<u>07/21/2023</u>		

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that they have reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: <u>07/25/2023</u>
Printed Name and Title: <u>Ann Granlee - General Manager</u>	Location or Place Executed (City, State): <u>Poulsbo, WA</u>
Business Address: <u>P.O. Box 241 Keyport, WA 98345</u>	Business Telephone: <u>(360) 731-7497</u>

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is 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).

STATE OF Washington)
)ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Ann Granlee signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the General Manager (title) of JMG Constructors, LLC (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 25th day of July, 2023.

Lindsay Hiatt

Notary Public

Lindsay Hiatt

Printed Name

My Commission Expires:

01/20/2025





Agenda Staff Report

Agenda Item No.: Business Item 7D

Meeting Date: April 23, 2024

Subject: Approval of a Memorandum of Understanding with the Teamsters Representing Municipal Court Employees Regarding Part-time Employee Benefits

Prepared By: Debbie Lund
HR Director

Summary: The Municipal Court has made the difficult decision to reduce the hours of a current full-time employee from 40 to 20 hours per week. This decision has been made based on the workload and operational needs of Municipal Court.

City policy provides that the City will pay 50% of the cost of medical insurance for employee-only coverage for those part-time employees working between 20 and 30 hours per week. In the case of a union employee, we must look to language in the collective bargaining agreement (which may deviate from the City's policy). Upon review of the contract language, it was noted that the title of the article governing medical insurance for part-time employees could be interpreted to mean that a 20 hour per week employee was not eligible for a City contribution to the employee's medical insurance. That is inconsistent with how the City treats all other 20-hour-a-week employees per the aforementioned policy.

Therefore, the City and the Union have agreed to a minor amendment to make the collective bargaining agreement between the City and the Teamsters representing Municipal Court Employees consist with the treatment of other 20 hour per week City employees. The MOU proposed for approval reflects the necessary minor amendment.

Recommendation: Staff recommends the City Council authorize the Mayor to sign an Agreement with the Teamsters representing Municipal Court Employees regarding part-time employee benefits.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to sign an Agreement with the Teamsters representing the Municipal Court Employees regarding part-time employee benefits."

Fiscal Impact: Budgeted.

Alternatives: Do not approve and provide alternative guidance.

Attachments: The Agreement under consideration tonight is a confidential draft until approved by Council and signed by the parties. Accordingly, it is sent to Council by the City Attorney.



City Council Retreat (April 12, 2024) Outcomes and Implementation Timelines

- **Hold an online parliamentary training and roles and responsibilities training.**
 - City Attorney/City Clerk: To be on a future Work Study Agenda and looking into the length of the video. Planning Commissioners would likely attend.
- **Increase the number of summer hire staff from 4 to 6 and explore increasing the salary for competitiveness.**
 - Human Resource Director: Currently recruiting.
- **Hire an Asset Management Specialist.**
 - Human Resource Director: Recruiting will start upon Council approval at the May 28th Council meeting.
- **Promote Office Assistant II to an Office Assistant III to perform the administrative side of stormwater, sewer & water permits.**
 - Human Resource Director: Will take effect after the Council approval at the May 28th Council meeting.
- **Change stormwater FTE into an entry level engineer.**
 - Human Resource Director: TBD.
- **Update the City's Traffic Impact Study.**
 - Community Development Director: Will be on the May 14th City council meeting for Council approval.
- **When the City Attorney has capacity, focus on the following: Targeting June Work Study with Draft for consideration.**
 - Update processes regarding ordinance sponsors.
 - City Attorney/City Clerk: Will prepare draft of an ordinance amending POMC
 - Explore adding ground rules to City Council members.
 - City Attorney: Will draft an ordinance adding Council Standard of Conduct to POMC
 - Change the public comment process to include one public comment period at the beginning of the meeting.
 - City Attorney/City Clerk: Will prepare draft of an ordinance amending POMC
 - Add ground rules for public participation during council meetings. –

- City Attorney: Will prepare draft of an ordinance amending POMC and repealing current resolution
- **Hold a work study session on the City's Guiding Principles.**
 - City Council: Will be held at the July Work Study Session.
- **Have the City Attorney draft a white paper on options for the Myhre's building.**
 - City Attorney: A draft will be prepared for the May 14th City Council meeting.
- **Discuss 1406 funds – Non-Profit Partners needed.**
 - Mayor: Nonprofits needed to perform services. Is further discussion needed?
- **Create a road clean-up program (see existing work with Kitsap County).**
 - City Attorney/Public Works Director: A draft ILA will be prepared for the May 14th City Council meeting.
- **Discuss the plans and vision for the public library property.**
 - City Council: Targeting the September Work Study Session.