



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
May 28, 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/89118649398>

Zoom Meeting ID: 891 1864 9398

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 an Ordinance Amending the Chief of Police Employment Agreement to Extend the Term by 60 Days \(Lund\) **Page 4**](#)
- D. [Approval of a Special Event Street Closure: 27th Annual Cruisin' Sunday Car, Truck and Bike Show \(Wallace\) **Page 9**](#)
- E. [Approval of the May 14, 2024, City Council Regular Meeting Minutes **Page 34**](#)

5. PRESENTATION

6. PUBLIC HEARING

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

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Authorizing New Positions within the Public Works Department (Lund) **Page 40**
- B. Approval of a Memorandum of Understanding Amending the Collective Bargaining Agreement with the Teamsters Representing Public Works Employees Regarding Organizational Structure and Personnel Changes (Lund) **Page 58**
- C. Adoption of an Ordinance Amending the 2023-2024 Biennial Budget, Exhibit A, for New Positions within the Public Works Department (Crocker) **Page 60**
- D. Approval of a Memorandum of Understanding with the Teamsters Representing Public Works Employees Regarding Global Positions Devices (Lund) **Page 69**
- E. Adoption of a Resolution Approving a Small Works Contract with Specialized Pavement Marking, LLC for the 2024 City of Port Orchard Road Striping Project (Ryan) **Page 70**
- F. Adoption of a Resolution Approving a Contract with Skillings, Inc. for Construction Support Services (Ryan) **Page 112**
- G. Approval of a Purchase and Sale Agreement for Kitsap County Tax Parcel No. 4650-015-006-0007 for Additional Staffing Needs (Ryan) **Page 144**
- H. Approval of Amendment No. No. 5 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovation Project (Ryan) **Page 145**
- I. Adoption of a Resolution Approving an Easement for Puget Sound Energy for Commercial Electric Facilities Work for the McCormick Woods Well 11 Site (Ryan) **Page 168**
- J. Approval of the April 23, 2024, City Council Meeting Minutes **Page 175**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. City Council Guiding Principles **Page 180**

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	TBD; 9:30am – 2 nd Monday of the month	Remote Access
Utilities	TBD; 5:00pm – 2 nd Tuesday of the month	Remote Access
Finance	June 18, 2024; 4:30pm – 3 rd Tuesday of the month	Remote Access
Transportation	May 28, 2024; 4:30pm- 4 th Tuesday of the month	Remote Access
Land Use	June 19, 2024; 4:30pm – 3 rd Wednesday of the month	Remote Access
Lodging Tax Advisory	TBD 2024	Remote Access
Sewer Advisory	TBD, 2024	Remote Access
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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<p>Robert (Rob) Putaansuu Mayor Administrative Official</p>	<p>Mark Trenary Councilmember Position 1 Finance Committee, Chair Transportation Committee, Chair KRCC PSRC-alt</p>	<p>Jay Rosapepe Councilmember Position 2 Utilities/Sewer Advisory Committee, Chair Land Use Committee, Chair KEDA-alt</p>	<p>Scott Diener Councilmember Position 3 Land Use Committee Transportation Committee Kitsap Public Health District</p>
<p>Eric Worden Councilmember Position 4 Land Use Committee Utilities/Sewer Advisory Committee KRCC-alt</p>	<p>Heidi Fenton Councilmember Position 5 Utilities/Sewer Advisory Committee E/D & Tourism Committee Transportation Committee</p>	<p>Fred Chang Councilmember Position 6 (Mayor Pro-Tempore) E/D & Tourism Committee Finance Committee</p>	<p>John Morrissey Councilmember Position At-Large Finance Committee E/D & Tourism Committee Lodging Tax, Chair Kitsap Economic Development Alliance PSRC EDD-alt Tim Drury Municipal Court Judge</p>
<p>Brandy Wallace, MMC, CPRO City Clerk Matt Brown Police Chief</p>	<p>Debbie Lund, CEBS SPHR SHRM-SCP Human Resources Director Nicholas Bond, AICP Community Development Director</p>	<p>Noah Crocker, M.B.A. Finance Director Denis Ryan, CPWP-M, CPRP Public Works Director</p>	



Agenda Staff Report

Agenda Item No.: Consent Agenda 4C

Meeting Date: May 28, 2024

Subject: Adoption of an Ordinance Amending the
Chief of Police Employment Agreement
to Extend the Term by 60 Days

Prepared By: Debbie Lund
HR Director

Summary: On May 28, 2019, the City and Chief of Police executed a Employment Agreement to memorialize the terms and conditions of employment for his service as the City’s Chief of Police for a term expiring on May 27, 2024. The City and Chief remain committed to his continued service as Chief and are currently negotiating amendments to the Agreement to meet current needs. To provide sufficient time to negotiate amendments and submit same for Council approval, the parties have agreed to a sixty (60) day extension of the Chief’s current contract. This ordinance would approve an amendment to the Agreement for that extension.

Recommendation: Staff recommend the approval of the amendment extending the Chief’s contract by 60 days.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance approving the Second Amendment to the Employment Agreement for the Chief of Police.”

Fiscal Impact: The Chief’s continued salary during this extension period are reflected in the existing budget.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance
Exhibit A – Amendment No. 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING AMENDMENT NO. 2 TO THE CHIEF OF POLICE EMPLOYMENT AGREEMENT; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, in 2019, by Ordinance No. 018-10, the City Council confirmed the appointment of Mathew Brown as the City’s Chief of Police and authorized an employment agreement to memorialize the terms and conditions of employment (Contract No. 038-19); and

WHEREAS, in 2021, by Ordinance No. 010-21, the City Council authorized Amendment No. 1 to Contract No. 038-19; and

WHEREAS, Contract No. 038-19, as amended, expires on May 27, 2024, but it is the intent of the parties to continue services under the terms of the agreement without interruption; and

WHEREAS, the parties negotiating amendments to the Agreement to meet current needs, and to provide sufficient time to negotiate amendments and submit same for Council approval, the parties have agreed to a sixty (60) day extension of the Chief’s current contract; and

WHEREAS, the City Council finds it is in the best interests of the City to authorize an amendment to Contract No. 038-19 to allow the extension of the Chief’s current contract; Now, therefore,

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

SECTION 1. The City Council authorizes the Mayor to execute Amendment No. 2 to Contract No. 038-19 and to take all actions consistent with this authorization.

SECTION 2. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 3. 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 28th day of May 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

Mark Trenary, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Amendment No. 2 to Contract No. 038-19
CHIEF OF POLICE EMPLOYMENT AGREEMENT
Between CITY OF PORT ORCHARD and MATTHEW H. BROWN

THIS AMENDMENT to Contract No. 038-19 (“Amendment”) is made effective as of the 28th day of May 2024, by and between the City of Port Orchard (“City), a municipal corporation, organized under the laws of the State of Washington, and Matthew H. Brown (hereafter “Brown”).

RECITALS:

A. On May 28, 2019, the parties executed a Chief of Police Employment Agreement to memorialize the terms and conditions of employment for Matthew H. Brown to serve as the City’s Chief of Police (the “Underlying Agreement”); and

B. The February 23, 2021, the parties executed Amendment No. 1 to the Underlying Agreement that modified certain provisions but did not modify the term of the agreement; and

C. The Underlying Agreement expires on May 27, 2024, and the parties have agreed to a short-term extension to allow them to complete negotiations for a long-term extension of the Underlying Agreement; now, therefore,

AMENDMENT TO AGREEMENT:

In consideration of the mutual benefits accruing, the parties agree as follows:

1. Section 2.A is hereby amended, in part, as follows:

The term of the Underlying Agreement is hereby extended for an additional sixty (60) days to July 27, 2024.

2. Underlying Agreement in effect. In all other respects, the Underlying Agreement, as amended by Amendment No. 1 and this Amendment, shall remain in full force and effect.
3. Severability. The provisions of this Underlying Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

AGREED AND DATED as executed below.

CITY OF PORT ORCHARD:

EMPLOYEE:

Robert Putaansuu, Mayor

Matthew H. Brown, Chief of Police

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Brandy Wallace, MMC, City Clerk

Charlotte Archer, City Attorney



Agenda Staff Report

Agenda Item No.: Consent Agenda 4D

Meeting Date: May 28, 2024

Subject: Approval of Special Event Street Closure:
27th Annual Cruisin' Sunday Car, Truck &
Bike Show

Prepared By: Brandy Wallace, MMC
City Clerk

Summary: Staff received a special event application for the 27th Annual Cruisin' Sunday Car, Truck & Bike Show, scheduled for Sunday, August 25, 2024. The application state's the following:

EVENT: 27th Annual Cruisin' Sunday Car, Truck, and Bike Show

TYPE: Car, Truck, and Bike Show

DATE: Sunday, August 25, **2024**

TIME: Setup starts Saturday, August 24, 2024 and is open to public on August 25, 2024 at 8:00 AM until 4PM

LOCATION: Christian Life Center, 1780 SE Lincoln Avenue

CLOSURE(S): Mitchell Road SE from Bethel to the Lincoln Avenue intersection, and Lincoln Avenue SE from Mitchell Road SE to the Northeast corner of the church property.

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 has been published and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place.

The applicant is requesting closure of several streets. Pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the road closures, as presented, and is continuing to work on the final details of the event with the applicant, ensuring street closures are to the safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the approval of the road closures, as presented.

Motion for consideration: I move to approve the road closures for Cruisin' Sunday Car, Truck, and Bike Show, event scheduled for Sunday, August 25, 2024, as presented.

Fiscal Impact: None.

Alternatives: Deny the road closures and provide direction to staff.

Attachments: Application, supporting documents, and traffic control plan



SPECIAL EVENT PERMIT APPLICATION
 (PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)
 STANDARD PROCESSING FEE: \$50.00



Event Information

Event Name: 27 ANNUAL CRUISE SUNDAY CAR, TRUCK & BIKE SHOW (CRUISE-FOR-FOOD DRIVE) AUGUST 25, 2024 @ CHRISTIAN LIFE CENTER

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

Event or Organization Website:
CRUISINGSUNDAY.COM & CRUISE SUNDAY FACEBOOK

Description of event:
SEE ATTACHMENT POSTER. ENCLOSURE 11

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>SUNDAY</u>	Date: <u>08/25/24</u>	Start Time: <u>0800 AM</u>	End Time: <u>4PM</u>	<u>EST. 2000-5000</u>
Day 2	Day:	Date:	Start Time:	End Time:	
Day 3	Day:	Date:	Start Time:	End Time:	
Day 4	Day:	Date:	Start Time:	End Time:	
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>AUGUST 24TH SETUP</u>		Start Time: <u>8 AM</u>	End Day/Date: <u>AUGUST 25</u>	End Time: <u>4 PM</u>	
Event Location:	Describe the location that your event will be located at. Include street names and/or parks. Attached required map.				
<u>CHRISTIAN LIFE CENTER</u> <u>SEE ATTACHMENTS FOR STREETS/PARKING ETC... ENCLOSURES 1, 9 & 12</u>					

Applicant Information*

Sponsoring Organization Name: CHRISTIAN LIFE CENTER					
Do you have an active City Business License?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		What is your UBI number?
Applicant Contact Name: LARRY RUBO					
Title: EVENT COORDINATOR					
Physical Address: CHRISTIAN LIFE CENTER 1780 LINCOLN AVE SE R1			Mailing Address: (if different from street address)		
City: PORT ORCHARD	State: WA	Zip: 98366	City:	State:	Zip:
Phone: 360-710-4076	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?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	DONATIONS
Does your event require minimum or suggested donation for participants and/or spectators?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Admission/participation fee/ suggest donations amount(s):	CAR SHOW OWNER MAY DONATE \$10.00 BUT NOT REQUIRED -		

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/events/special-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 **SEE ATTACHMENTS**

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:

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>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)
SEE ATTACHMENT ENCLOSURE 12

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.** See example Site Plan. 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. **RCE TRAFFIC CONTROL. INC**

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. **NONE, THEY WON'T BE REQUIRED. WE WON'T BE DIRECTING TRAFFIC ON THE MAIN ROADS**
 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.

SEE ATTACHMENTS ENCLOSURES 1, 8, 9

***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://kitsappublichealth.org/FoodSafety/food_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: _____

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: _____

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 Permit Application](#)

Garbage and Recycling

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

Recycle 5 Garbage 25 50 GALLON TUBS + 2 4'x6' TRASH CONTAINERS (WDM)

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: WASTE MANAGEMENT

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

1. WASTE MANAGEMENT WILL TAKE COORS OF 2' X 6' TASE CONTAINERS
 2. OUR VOLUNTEERS WILL MANAGEMENT THE GROUND'S / 50 GALLON TUB COLLECTING - ETC..

Restrooms

Provide the number of restrooms that will be available to the public for your event: 11 Males 1 Females 2 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

Event Signage

Are you planning to put up temporary signs? Yes No **ONLY FOR PARKING -**

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: AUGUST 24 SETUP	Date: SAURDAY	Start Time: 1:00 PM	End Time: 5:00 PM
Day: EVENT DAY SUNDAY	Date: AUGUST 25	Start Time: 8:00 AM	End Time: 4:00 PM
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.): SEE ATTACHMENTS FOR TIMES ENCLOSURE 10			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): SEE ATTACHMENTS FOR MAP ENCLOSURES 7 & 8			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) SEE ATTACHMENTS FOR SOUND RAYS ENCLOSURES 7 & 8			

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

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? 9 (ORANGES)

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: 2-26x20 1-20x90 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.

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?

- 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 eventinsure.hubinternational.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.



Signature of President/Chair of Organization

LARRY RUZIO

Print Name

2/2/24

Date

FOR CITY CLERK'S OFFICE USE ONLY

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

Receipt No.: _____

Insurance Certificate(s) Received: _____

LOVE. GROW. SERVE



VIRGIL BROWN
LEAD PASTOR

February 2, 2024
City Staff & Council Committee
City of Port Orchard
216 Prospect Street,
Port Orchard, WA 98366

Dear City Staff & Council Committee,

For the past several years, we have been working with the City Traffic Department to assist us in road closures for our "Annual Cruisin' Sunday Car, Truck & Bike Show (Cruise for Food Drive)". This year our community event is set for Sunday, **August 25, 2024**, for Port Orchard and the surrounding Kitsap Peninsula. Since the City decided to end traffic barrier support for special events, RCE Traffic Control, INC provided us with alternate traffic signs for the road closure last year and will be doing it again for this year's community event. We are coming forth to present our request to the City Council for approval of our event and road closure for 2024. Please see Enclosure 12 for the projected road closures attached to this year's application. The road closures listed were suggested to us by the Police Chief and the City Engineer last year and they made our event safe and successful. Enclosure 12 was drawn up by RCE Traffic Control, INC. here in Port Orchard.

1. These are some factors behind our proposal for the closing of these streets:
 - a. We are expecting over 405 show cars, which will take up most of the church's lower and upper parking spaces, and parts of Mitchell and Lincoln Ave. In addition, our large tents, musical performance stage, and planned activities, will take up the rest of the church's property.
 - b. The safety of children and families as they participate in the large activity items (giant slides, obstacle courses, etc) and coming and going from the EPO school field (also used as a parking lot for families and church parking).
 - c. The anticipated amount of people in attendance and the space to park their personal automobiles.



1780 Lincoln Ave SE
Port Orchard, WA 98366
(360)876-5595
www.clcpo.org

2. The following Enclosures have been enclosed with this application 2023 examples how things are laid out.
 - a. Enclosures 1 – 6 gives a general layout of our event.
 - b. Enclosure 7 & 8 gives projected sound ray directions and sound equipment that we rented last year.
 - c. Enclosure 9 shows the traffic flow for our congregation to take for parking.
 - d. Enclosure 10 stage announcements events.
 - e. Enclosure 11 Cruisin' Sunday Event Poster from 2023
 - f. Enclosures 12 shows RCE's layout for road closures and Detour roads.

Christian Life Center is actively gearing up for our special **27th Anniversary Cruisin' Sunday Car, Truck, & Bike Show (Cruise for Food Drive) August 25, 2024.** Every year this annual event seems to be growing with the community. The amount of people and show cars that attending this event is overwhelming. We with our great Sponsors and volunteers have been putting in that extra effort to make this community event work! It's always a great time to give back to the community. This community event is filled with live Rock-N-Roll music and the glimmering of **415** beautiful show vehicles. And you can't beat smell of BBQ hamburgers and hot Dogs being prepared to serve the public. We estimated that over **5000** people have taken part in last year's event, enjoying the free food, ice cream, chips, donated coke products and more. This year we will be bringing back our special keg draft Root Beer floats as an extra treat. This event is also full of door prizes, vendors, big inflatable toys, and rides for kids to enjoy and not to forget Dickey's BBQ will be back again along with Krispy Kreme, and Crumble Cookie. The Fathoms of Fun Royal Court (Queen and Princes) and the City Mayor will be onsite again this year, taking time out of their busy schedule. The event has always been a great time for families and friends to come together in support of the **South Kitsap Helpline Community Food Bank for people in need of a helping hand.**

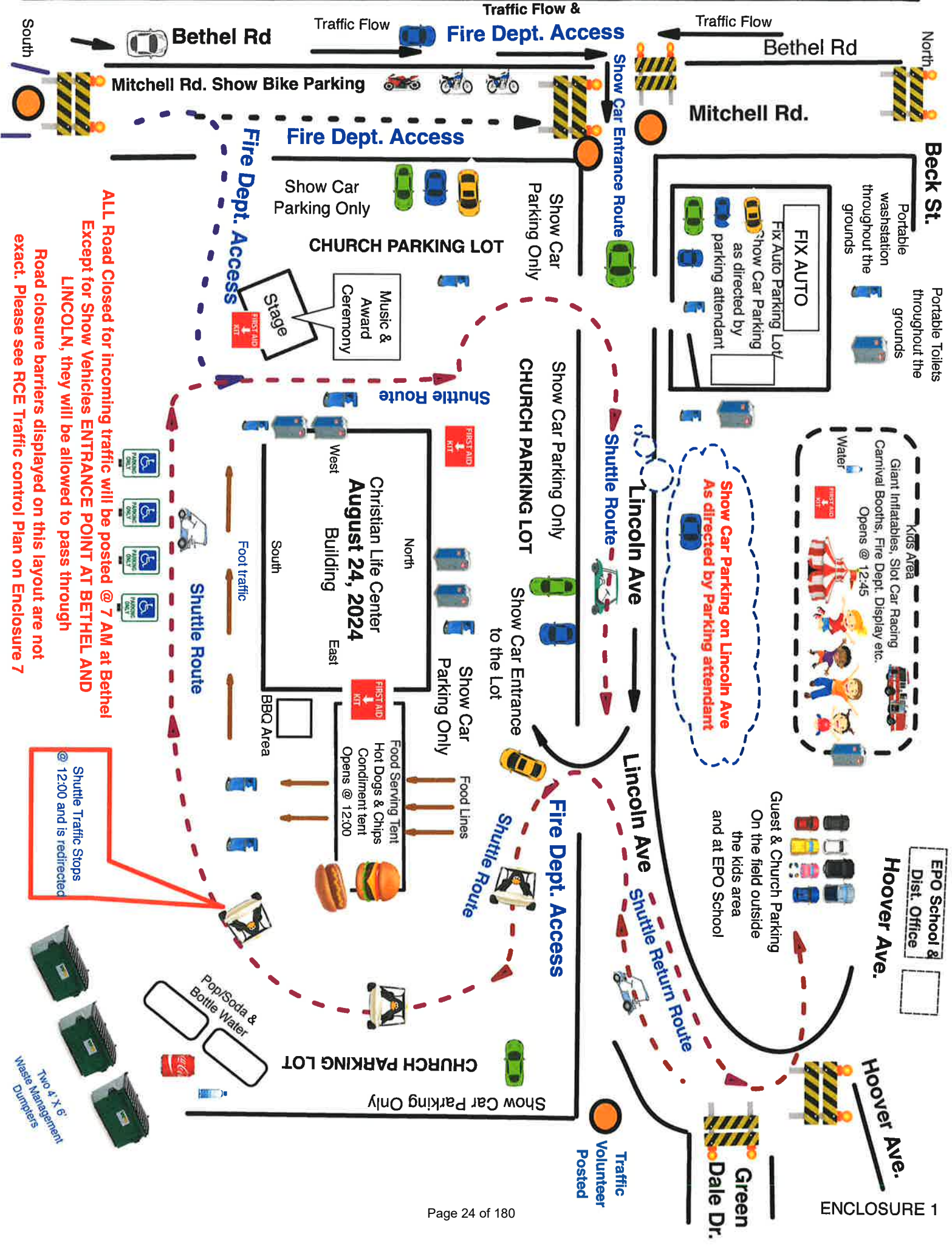
If it would be helpful, we would be glad to meet with you at a mutually convenient time to discuss the traffic proposal for "Cruisin' Sunday". I may be reached on my cell phone @ 360-710-4076, cruisinsunday@gmail.com, or a message may be left for me at the Church at 876-5595. I have attached a smaller poster/newspaper version of last year's community for your viewing.

Thank you for your consideration of our request. I look forward to hearing from you and working with you on this matter.

Sincerely,



Christian Life Center
Larry M. Rubio
Event Coordinator
Christian Life Center (Cruisin' Sunday)
1780 SE. Lincoln Ave.
Port Orchard, Wa. 98366
(360) 876-5595 (Church)
(360) 710-4076
E-Mail Address: cruisinsunday@gmail.com.
Website: cruisinsunday.com
FaceBook: Cruisin' Sunday



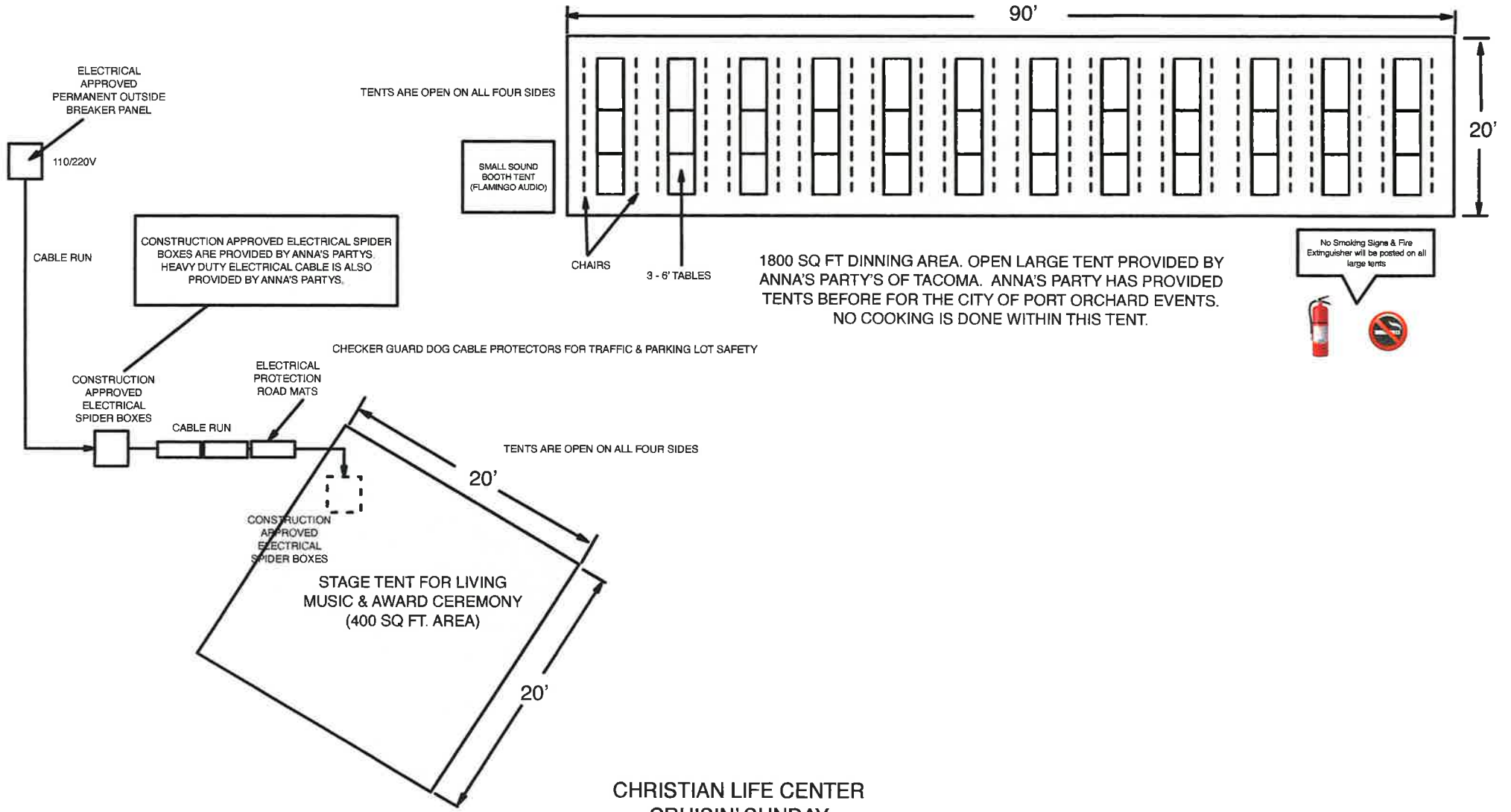
**ALL Road Closed for incoming traffic will be posted @ 7 AM at Bethel
 Except for Show Vehicles ENTRANCE POINT AT BETHEL AND
 LINCOLN, they will be allowed to pass through
 Road closure barriers displayed on this layout are not
 exact. Please see RCE Traffic control Plan on Enclosure 7**

Shuttle Traffic Stops
 @ 12:00 and is redirected

Two 4' x 6'
 Waste Management
 Dumpsters

THIS TEMPORARY TENT SETUP IS ON THE CHURCH'S PROPERTY

ENCLOSURE 2

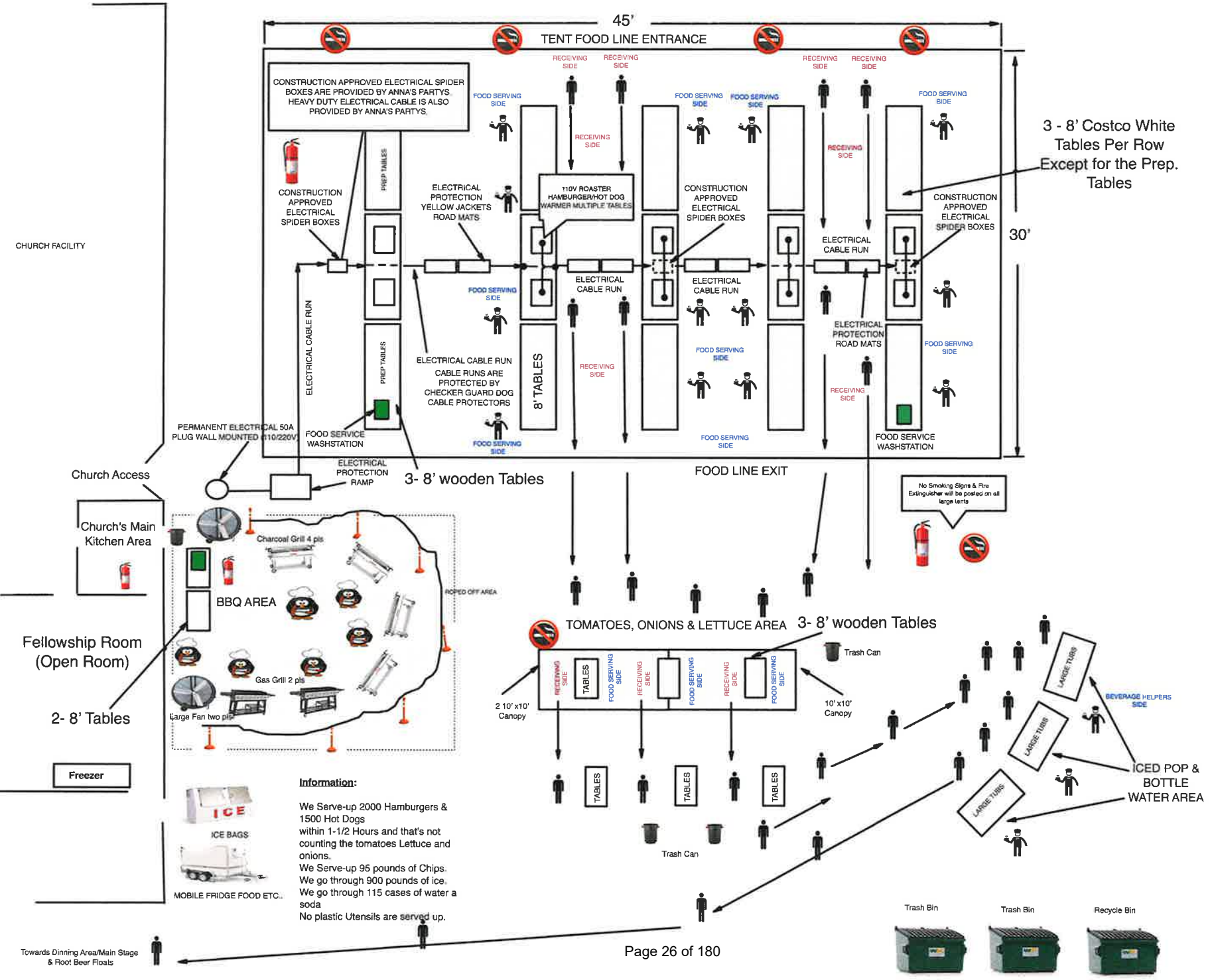


1800 SQ FT DINNING AREA. OPEN LARGE TENT PROVIDED BY ANNA'S PARTY'S OF TACOMA. ANNA'S PARTY HAS PROVIDED TENTS BEFORE FOR THE CITY OF PORT ORCHARD EVENTS. NO COOKING IS DONE WITHIN THIS TENT.



CHRISTIAN LIFE CENTER
CRUISIN' SUNDAY
COMMUNITY EVENT

1350 SQ FOOD/SERVING TENT. THE TENT IS OPEN ON ALL SIDES. THE WILL BE SECURED BY 55 GALLON DRUMS FILLED WITH WATER.



CONSTRUCTION APPROVED ELECTRICAL SPIDER BOXES ARE PROVIDED BY ANNA'S PARTYS. HEAVY DUTY ELECTRICAL CABLE IS ALSO PROVIDED BY ANNA'S PARTYS.

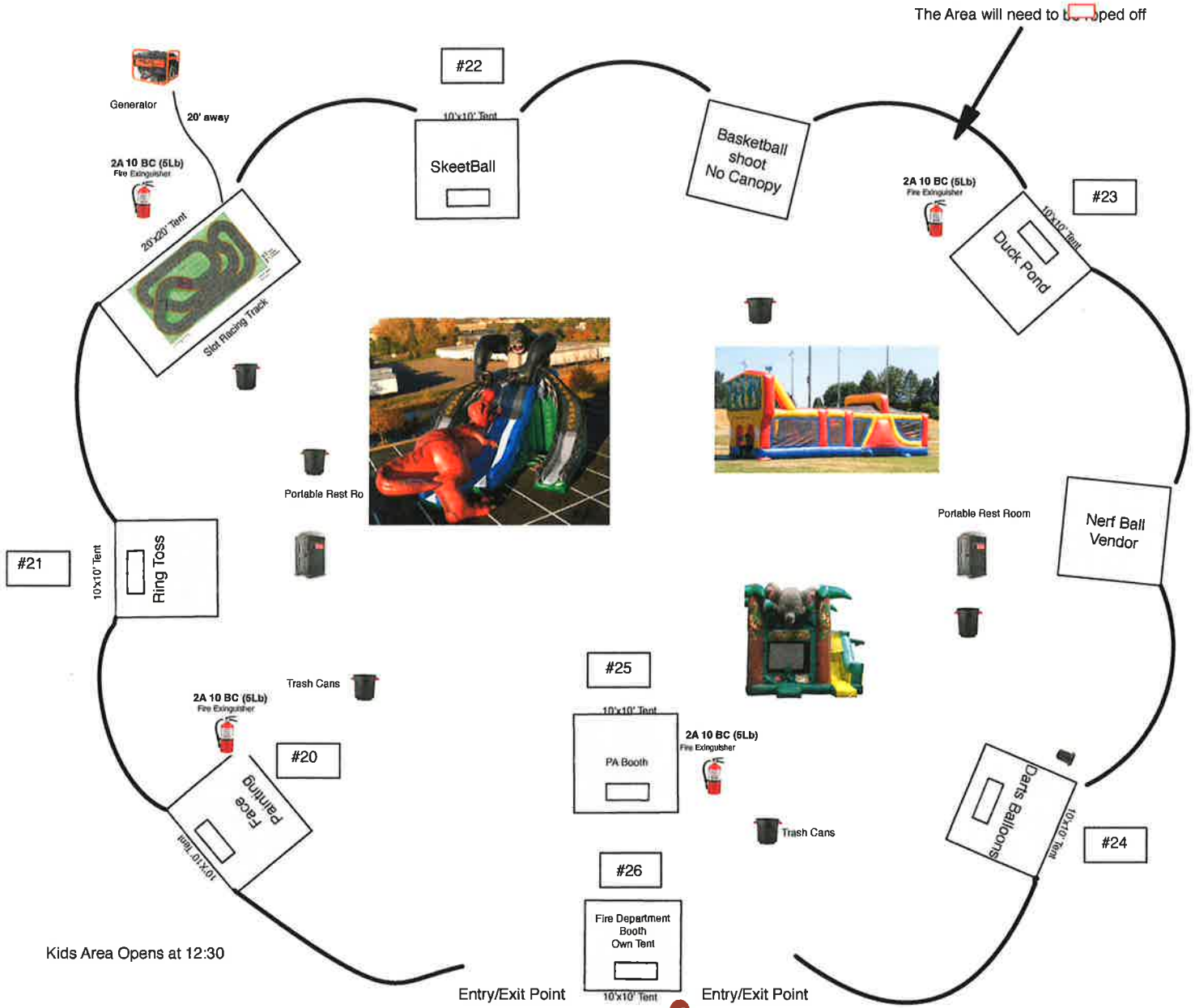
3 - 8' Costco White Tables Per Row Except for the Prep. Tables

3- 8' wooden Tables

3- 8' wooden Tables

Information:
 We Serve-up 2000 Hamburgers & 1500 Hot Dogs within 1-1/2 Hours and that's not counting the tomatoes Lettuce and onions.
 We Serve-up 95 pounds of Chips. We go through 900 pounds of ice. We go through 115 cases of water a soda
 No plastic Utensils are served up.

Proposed Kid's Area Setup



1. Hand Cleaner should be available at each booth.
2. First Aid Kit & Fire Extinguisher PA Booth.
3. I will need people to run each booth.
4. I need the youth to help with the inflatable setup and teardown.
5. I will have inflatables at the entrance of each inflatable; To assist kids if help is needed. To control the entrance lines. To stop any rough housing within the inflatables.

TWO WOODEN TABLES & CHAIRS PER CANOPY

Key:

- 14 Wooden Tables (Rentals)
- 14 black folding chairs (Rentals)

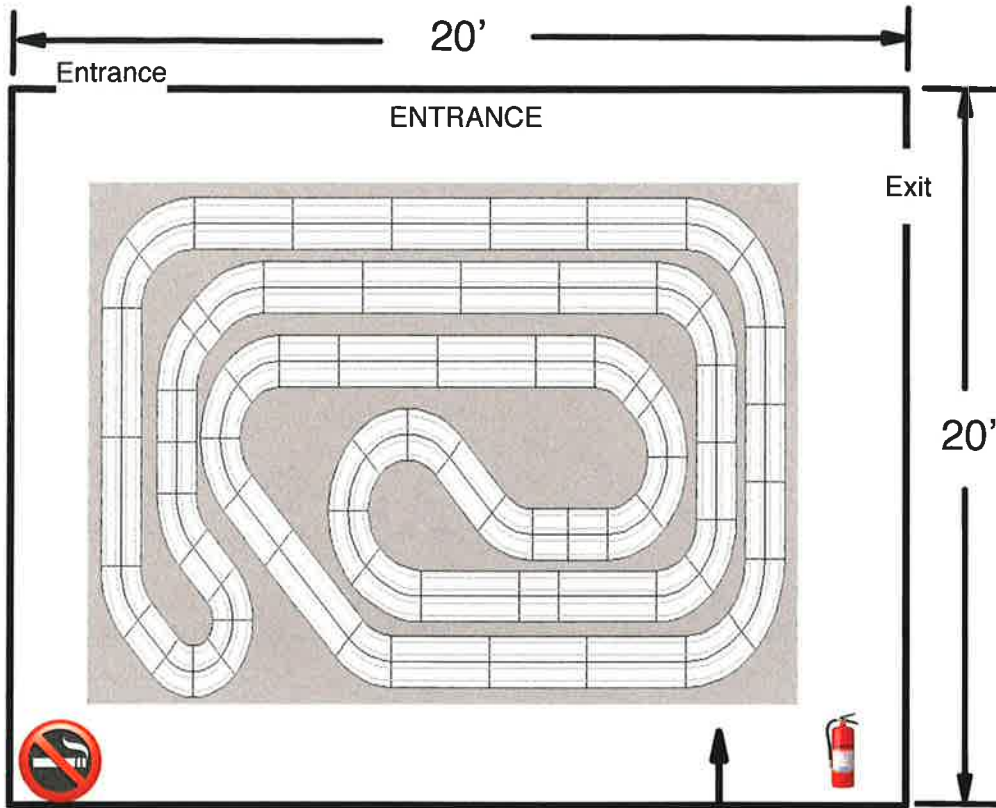
Fire Department of display



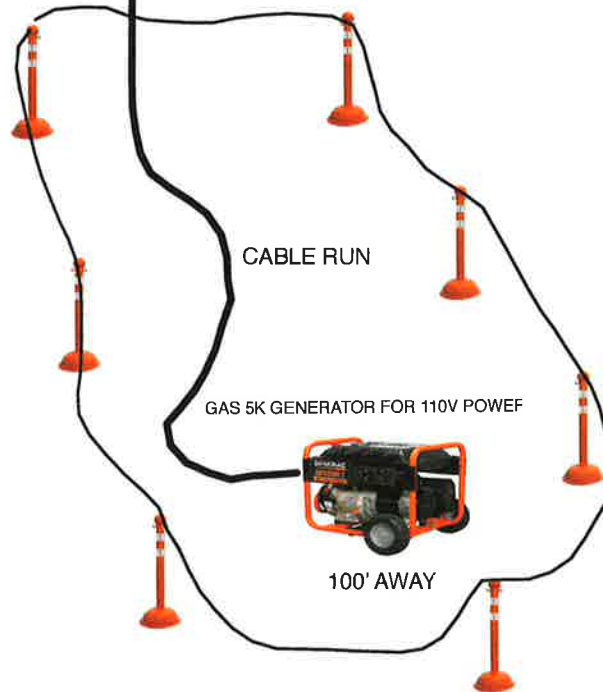
This will be posted at each booth

SETUP IN KID'S AREA

SLOT CAR TRACK RACING TENT 400 SQ FT'



OPEN ON THREE SIDES
(But Roped off)

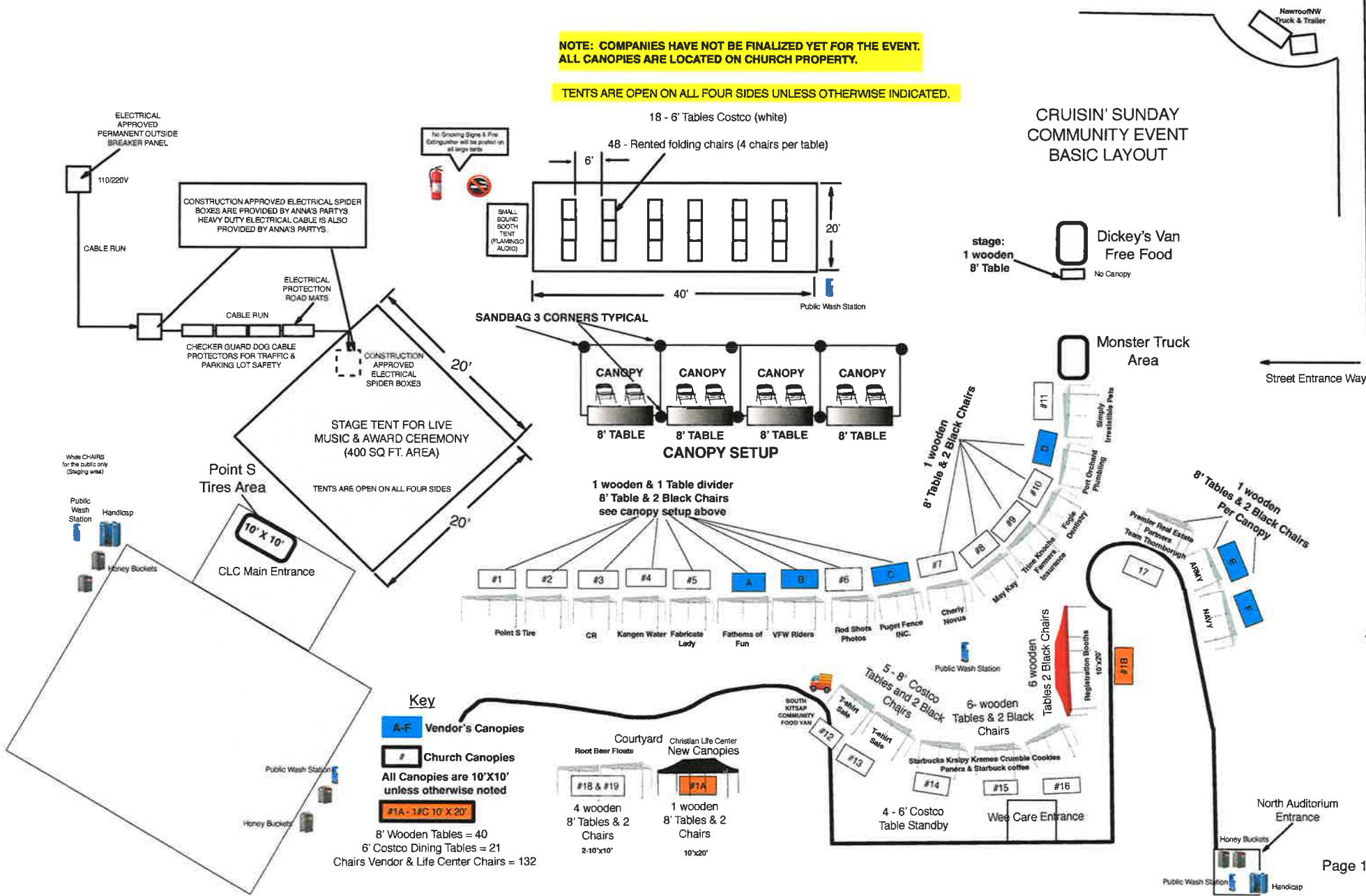


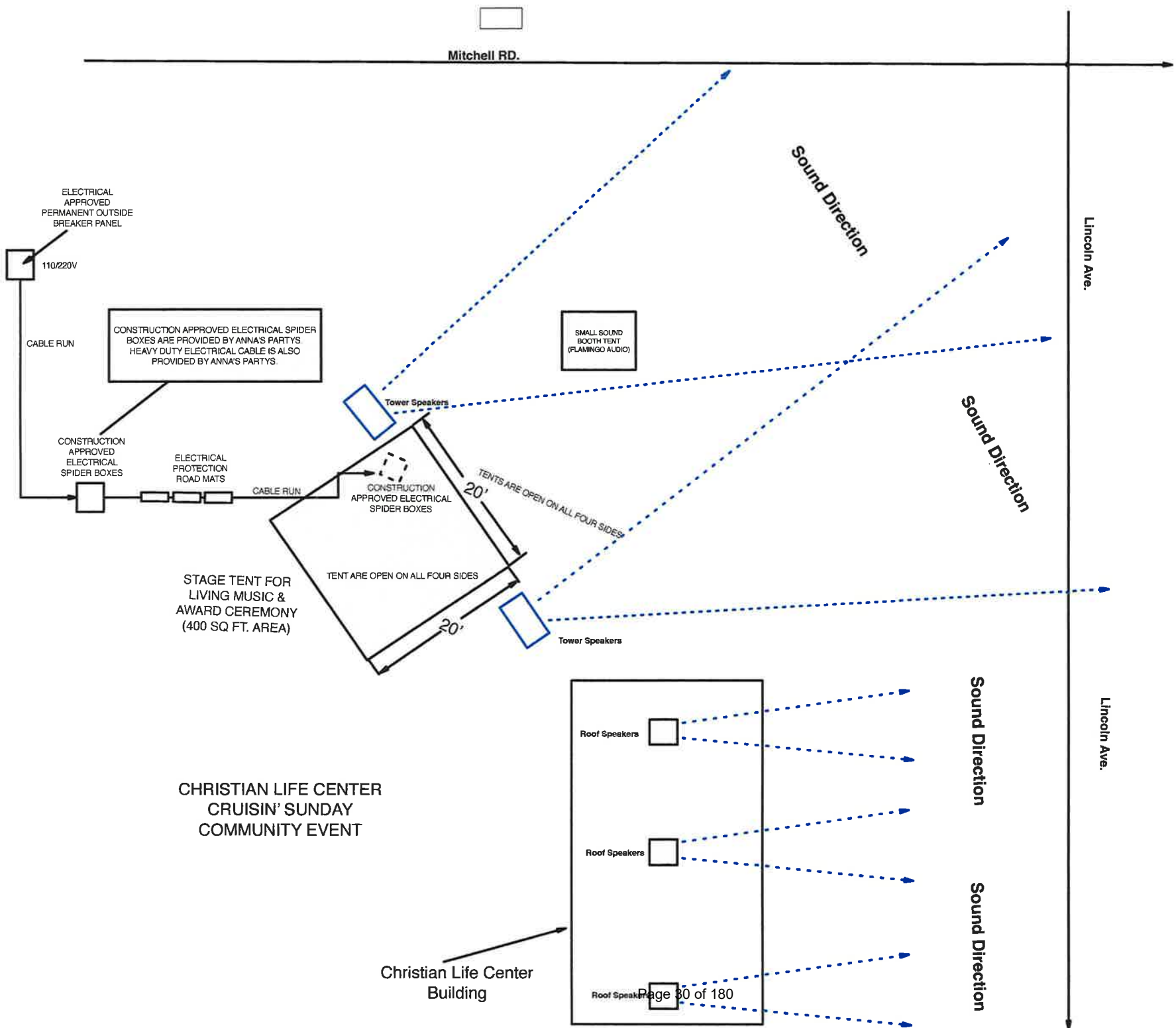
GENERATOR WILL BE
PLACED IN AREA THAT ISN'T
ACCESSIBLE BY THE PUBLIC,
NEAR VEHICLES OR FOOD
AREAS (OPEN FIELD AREA)

NOTE: COMPANIES HAVE NOT BE FINALIZED YET FOR THE EVENT. ALL CANOPIES ARE LOCATED ON CHURCH PROPERTY.

TENTS ARE OPEN ON ALL FOUR SIDES UNLESS OTHERWISE INDICATED.

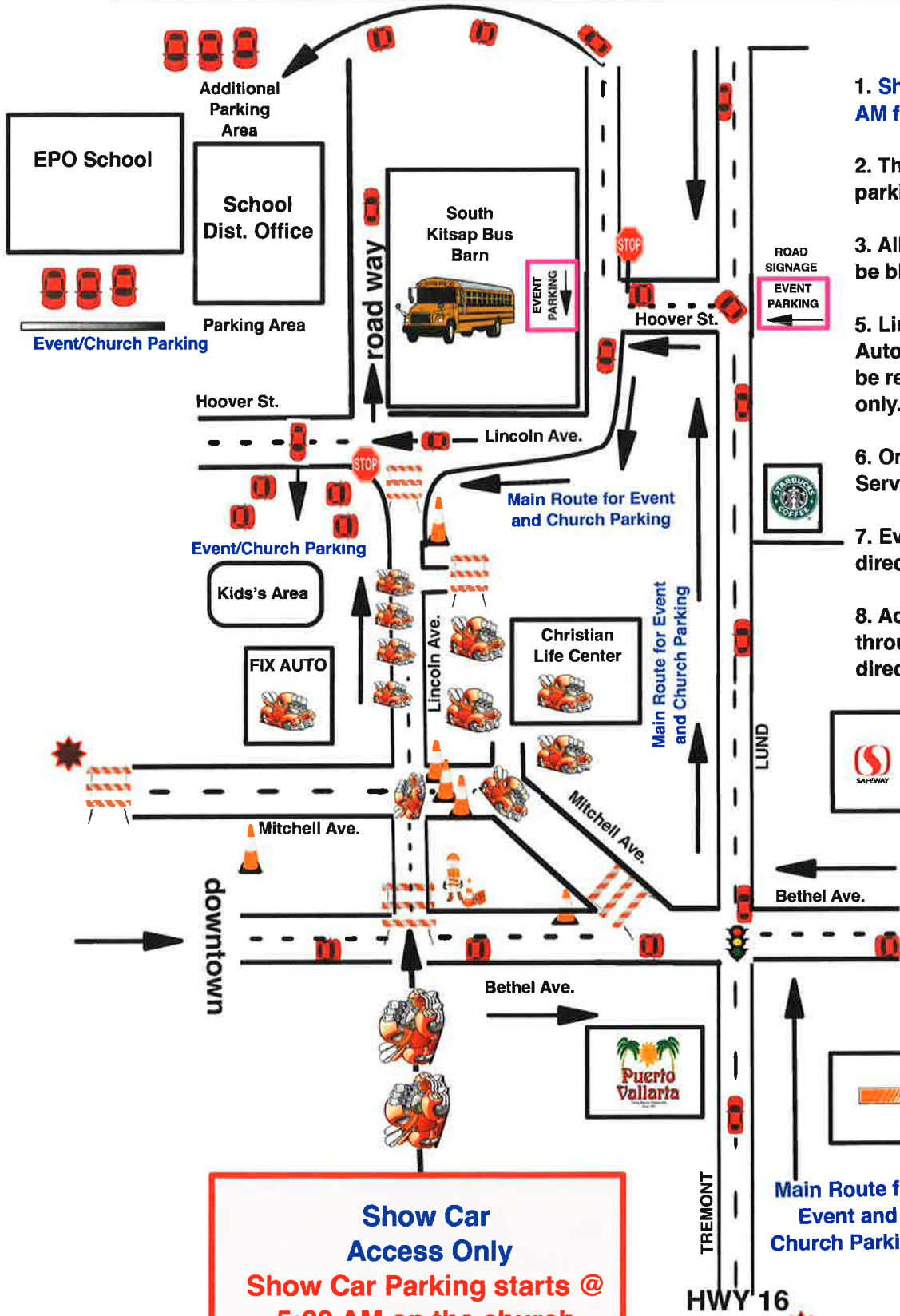
CRUISIN' SUNDAY COMMUNITY EVENT BASIC LAYOUT





7:00 AM - 4:00 PM

Main Traffic Route for **Guest, Church Parking & Show Car Entrance.**
 Shuttles/Golf Carts will be provided to transfer you to church. **Shuttle start time: 8:00 AM**



1. Show Car parking Starts at 5:00 AM for the Early Birds.
2. There is no church service parking on the church grounds.
3. All access to the church will be blocked.
5. Lincoln Ave, Mitchell Rd, Fix Auto & the Church Parking lot will be reserved for show car parking only.
6. Only one service on August 25. Service Time 10 AM.
7. Event Parking (Guest & Church) directional Signs will be Posted.
8. Access for Show Cars will through Bethel Rd. & Lincoln Ave, directional Signs will be Posted.

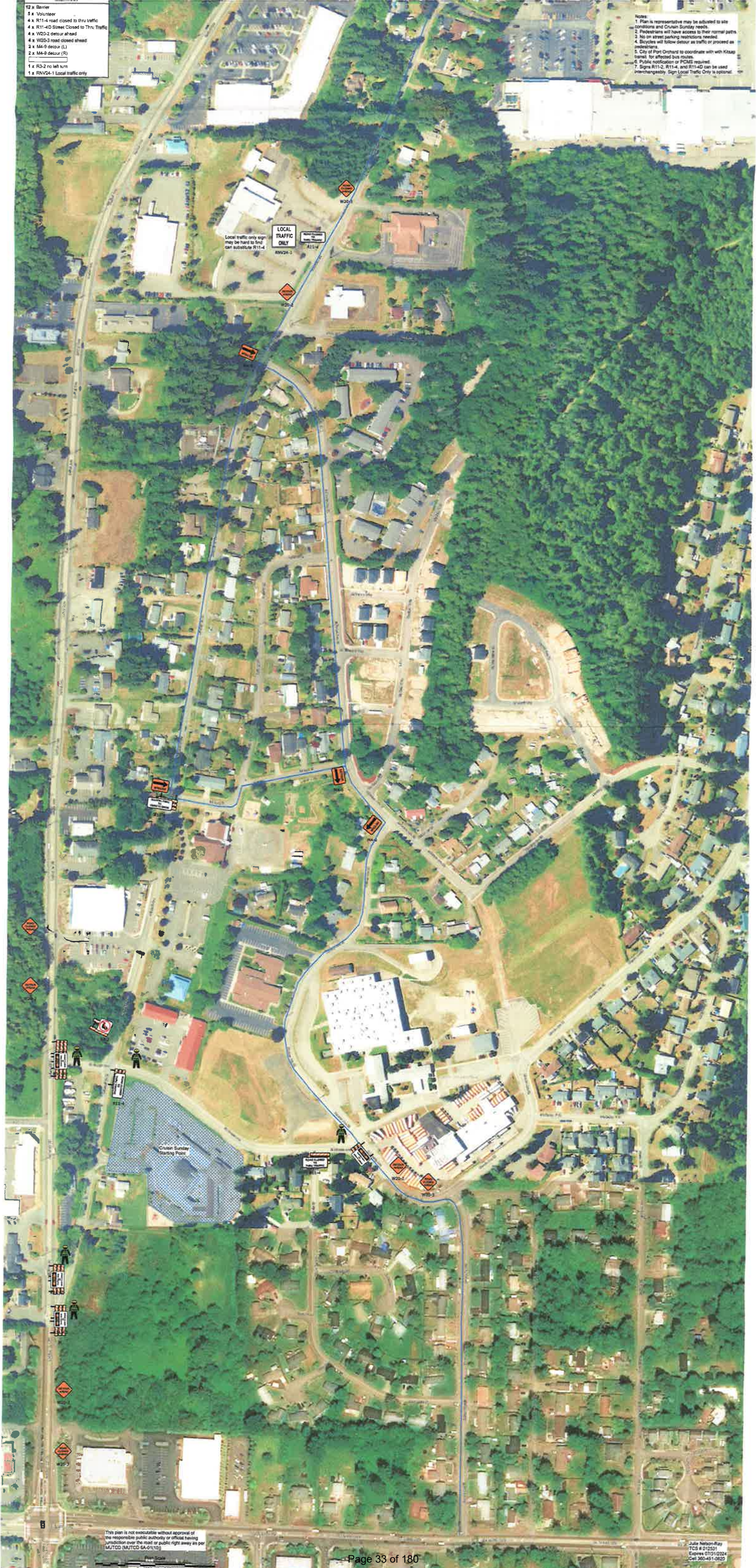
Show Car Access Only
Show Car Parking starts @ 5:00 AM on the church grounds.
After 7:00 AM access is granted to Show Cars only.

Main Route for Event and Church Parking

Road Barrier-Road closed for thru traffic
 All Traffic Barriers will be Posted from 7:00 AM- 4:00 PM

- 12 x Barrier
- 5 x Volunteer
- 4 x R11-4 Street Closed to Thru Traffic
- 4 x W20-2 detour ahead
- 4 x W20-3 road closed ahead
- 2 x M4-9 detour (L)
- 2 x M4-9 detour (R)
- 1 x R3-2 no left turn
- 1 x RNV24-1 Local traffic only

- Notes:
1. Plan is representative may be adjusted to site conditions and Craven Sunday needs.
 2. Pedestrians will have access to their normal paths.
 3. No on street parking restrictions needed.
 4. Bicycles will follow detour as traffic or proceed as pedestrians.
 5. City of Port Orchard to coordinate with Kitsap Transit for affected bus routes.
 6. Public notification or PCMS required.
 7. Signs R11-2, R11-4, and R11-4D can be used interchangeably. Sign Local Traffic Only is optional.



Local traffic only sign may be hard to find can substitute R11-4

LOCAL TRAFFIC ONLY RNV24-1

Craven Sunday Starting Point

This plan is not executable without approval of the responsible public authority or official having jurisdiction over the road or public right away as per MUTCD (UNITED 6A-0115)

Julie Nelson-Ray
TCS # 012531
Expires 07/31/2024
Cell 360-461-0820



1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Chang	Present
Councilmember Diener	Present
Councilmember Fenton	Present
Councilmember Morrissey	Present
Councilmember Rosapepe	Present
Councilmember Trenary	Present
Councilmember Worden	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, HR Manager Lund, Police Chief Brown, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:29)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 00:50)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Trenary, to approve the agenda as presented.

The motion carried.

3. CITIZENS COMMENTS ON AGENDA ITEMS (Time Stamp 01:25)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 01:53)

- A. Approval of Voucher Nos. 87648 through 87688 and 87697 through 87726 including bank drafts in the amount of \$362,217.13 and EFT's in the amount of \$1,766,825.66 totaling \$2,129,042.79.

- B. Approval of Payroll Check Nos. 87639 through 87647 and 87689 through 87696 including bank drafts and EFT's in the amount of \$545,822.03 and Direct Deposits in the amount of \$536,324.32 totaling \$1,082,146.35.
- C. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof **(Resolution No. 024-24)**
- D. Approval of Amendment No. 4 to Contract No. 029-21 with Skillings, Inc. for the Bethel & Lincoln Intersection Roundabout Design and Right of Way Phase Project
- E. Approval of Special Event Street Closure: Port Orchard Night Markets
- F. Approval of Special Event Street Closure: South Kitsap 2024 Graduation Cruise
- G. Approval to Accept a Special Event Application and Waive the Submittal Timeline: Port Orchard Mosquito Fleet Fest
- H. Approval of an Agreement with Kitsap County for the Placement of NEST Kits within City Facilities **(Contract No. 037-24)**
- I. Approval of the April 9, 2024, City Council Regular Meeting Minutes

MOTION: By Councilmember Diener, seconded by Councilmember Morrissey, to approve the Consent Agenda as presented.

The motion carried.

5. PRESENTATION

A. Basin 7 (Ruby Creek) Sewer Presentation (Time Stamp 03:13)

Community Development Director Bond gave a presentation 'Basin 7 Sewer Infrastructure' which included annexation, Tallman Property, Krueger Property, Stetson Heights Version 1-2, Port Orchard Mixed-Use Retail, Disney and Associates Site, Lack of Sewer Contributes to Development Project Inaction, 2019 Meeting with Stakeholders, Basin 7 Plan, Ruby Creek Subarea Plan, Ruby Creek North Sub-Basin, Ruby Creek South Sub-Basin, and Kitsap Transit Park and Ride-Ruby Creek South Lift Station Project.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Amending POMC Title 20.200, Construction Code, to Reflect Updates to the State Building Code (Time Stamp 49:00)

MOTION: By Councilmember Trenary, seconded by Councilmember Diener, to adopt an ordinance amending POMC Chapter 20.200 to reflect recent changes in the State Building Code.

The motion carried.
(Ordinance No. 006-24)

B. Adoption of a Resolution Approving a Contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application (Time Stamp 51:50)

MOTION: By Councilmember Fenton, seconded by Councilmember Rosapepe, to adopt a resolution authorizing the Mayor to sign a contract with Stripe Rite, Inc. for the 2024 Thermoplastic Application Project in the amount of \$37,674.

The motion carried.

(Resolution No. 025-24 and Contract No. 038-24)

C. Adoption of a Resolution Approving a Commercial Electric Facilities Contract with Puget Sound Energy for the McCormick Woods Well 11 Site (Time Stamp 1:00:02)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Chang, to adopt a resolution authorizing the Mayor to execute a Commercial Electric Facilities Contract in an amount not to exceed \$70,000, with Puget Sound Energy to design and install electrical infrastructure for the McCormick Woods-Well No. 11 Site Improvement Project.

The motion carried.

(Resolution No. 026-24 and Contract No. 039-24)

D. Approval of an MOU with the Port Orchard Rotary Club for Funding Related to Given's Park (Time Stamp 1:02:51)

MOTION: By Councilmember Diener, seconded by Councilmember Fenton, to approve a MOU with the Port Orchard Rotary Foundation as presented.

At 7:38pm, upon advice from City Attorney Archer, Councilmember Fenton recused herself as she is a board member of the Port Orchard Rotary Club; therefore, a new motion was made.

MOTION: By Councilmember Diener, seconded by Councilmember Morrissey, to approve a MOU with the Port Orchard Rotary Foundation as presented.

The motion carried.

(Contract No. 040-24)

Councilmember Fenton returned to the meeting at 7:42pm.

E. Adoption of a Resolution Approving a Contract with Transportation Solutions, Inc. for a Transportation Impact Fee Study and Rate Schedule Update Project (Time Stamp 1:09:34)

MOTION: By Councilmember Worden, seconded by Councilmember Chang, to adopt a resolution authorizing the Mayor to execute a professional services agreement with Transportation Solutions, Inc. for a transportation impact fee study and rate schedule.

**The motion carried.
(Resolution No. 027-24 and Contract No. 041-24)**

F. Approval of the April 16, 2024, City Council Work Study Minutes (Time Stamp 1:13:23)

MOTION: By Councilmember Morrissey, seconded by Councilmember Fenton, to approve the work study session meeting minutes of April 16th as presented.

The motion carried. Councilmember Rosapepe abstained.

City Attorney Archer apologized and explained the advice she gave earlier regarding the need for Councilmember Fenton to be recused was incorrect as the contract was giving the City money, not the Port Orchard Rotary.

In response to Mayor Putaansuu, Councilmember Fenton voted **Yes** to approve a MOU with the Port Orchard Rotary Foundation.

8. DISCUSSION ITEMS (No Action to be Taken)

A. City Council's Guiding Principles (Time Stamp 1:15:09)

Councilmember Fenton explained how she would like to update the City Council's Guiding Principles.

Discussion was held on several suggested options. Mayor Putaansuu recommended the Council to think about what they would like and bring back at the next Council meeting on May 28th.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp 1:48:31)

Councilmember Morrissey reported on the May 13th Economic Development and Tourism Committee meeting.

Councilmember Rosapepe reported on the May 14th Utilities Committee meeting.

Councilmember Diener reported on the April 24th Land Use Committee meeting.

10. REPORT OF THE MAYOR (Time Stamp 1:58:47)

The Mayor reported on the following:

- Read a portion of minutes from 50, 75 and 95 years ago.
- Port Orchard Plaza alternatives.
- City Hall construction updates.
- Letter from Mustangs on the Waterfront.
- 730 Prospect Street building and offer.
- Speed radar signs in McCormick Woods.

- Speed bump survey and removal of the speed humps.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 2:35:37)

HR Manager Lund reported on an all-employee survey that was sent out regarding diversity, equity, and inclusion, and spoke about a reorganization of the public works department and union contract proposals.

Finance Director Crocker reported on the budget and proposed budget amendments and noted the Finance Committee meeting for May 21st has been cancelled.

Public Works Director Ryan announced next week is National Public Works Week.

Community Development Director Bond reported on an Industrial Lands Readiness Grant submitted to the Department of Commerce.

Police Chief Brown reported it is National Police Week and tomorrow is the Kitsap County Law Enforcement Memorial.

12. CITIZEN COMMENTS ON ANY ITEM (Time Stamp 2:50:05)

Lila Mason spoke about her son who was here a year ago. She said the bathrooms are not ADA compliant. Her son is disabled and was not able to open the bathroom door from the inside. She also voiced her gratitude for the police and the police department in regards to working with her and her daughter.

13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp 2:54:30)

Councilmember Rosapepe voiced his appreciation regarding all the Councilmembers working together.

In response to Councilmember Fenton, Mayor Putaansuu explained the City Attorney needs to make changes to the municipal code for the citizens to be allowed to comment on anything at the beginning of City Council meetings rather than at the end of the meeting.

City Attorney Archer noted the code changes are scheduled to be brought before Council in June.

Councilmember Worden spoke about the last Coffee with Council event.

14. EXECUTION SESSION

No executive session was held.

15. ADJOURNMENT

MOTION: By Councilmember Morrissey, seconded by Councilmember Rosapepe, to adjourn the meeting.

The motion carried.

The meeting adjourned at 9:32 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



Agenda Staff Report

Agenda Item No.: Business Item 7A

Meeting Date: May 28, 2024

Subject: Adoption of an Ordinance Authorizing
new positions within the Public Works
Department

Prepared By: Debbie Lund
HR Director

Summary: In 2023, the City identified the need to modify the structure of the Public Works department to address the need for additional non-union supervisory staff to ensure that the City can meet the needs of the growing City. Based on the City's proposal, the City has been in negotiations with Teamsters Local 589 representing Public Works Employees regarding a restructuring of the public works operations division. Through those negotiations, the parties reached agreement regarding changes in job titles. Those changes are:

- The current Public Works Laborer position is proposed to be retitled to Maintenance Technician I.
- The current Public Works Personnel position is proposed to be retitled to Maintenance Technician II.
- The current Coordinator positions (water, sewer, stormwater) are proposed to be retitled to Public Works Lead.
- A new position classification of Lead Mechanic is proposed.

Staff is also requesting that the council affirm the qualifications and duties for the established union positions of Mechanic and Electrician.

As a result of successful negotiations with the union, the City is afforded the opportunity to reorganize the public works operations division and create a new organizational structure including:

- Creation of a new position entitled Operations Supervisor.
- Creation of a new position entitled Utility Supervisor.
- Creation of a new position entitled Operations and Utility Manager.

The Operations Supervisor position adds a layer of management to the organizational structure of the department. The position of Utility Supervisor will inherit most of the duties of the current Utility Manager position when that employee retires in July. The Utility Manager duties not assigned to other

employees will become the responsibility of the current Operations Manager, thereby resulting in a title change to Operations and Utility Manager.

Additionally, at the 2024 council retreat, the City Council discussed and recommended the Mayor bring forward two additional changes. First, the current Office Assistant II position to be reclassified to a position more representative of the work being performed. Staff is proposing a title of Public Works Administrative Specialist for this position. Secondly, a new, additional full-time equivalent employee (FTE) to utilize and maintain the newly acquired asset management position. Staff is proposing a title of Asset Management Technician for this position.

By this Ordinance the Council would evidence support for these changes and establish the general duties and qualifications for the positions of Asset Management Technician, Lead Mechanic, Maintenance Technician I, Maintenance Technician II, Operations and Utility Manager, Operations Supervisor, Public Works Administrative Specialist, Public Works Lead, and Utility Supervisor and affirm the general duties and qualifications for the positions of Electrician and Mechanic.

The City Council previously adopted Ordinance 008-20, which delegates authority to the Mayor to establish and amend job descriptions, provided they are consistent with the general qualifications and duties assigned by the Council. Therefore, attached to this proposed Ordinance for Council's consideration is a summary of qualifications and duties for the eleven positions outlined above and the Mayor will establish job descriptions consistent with these general duties and responsibilities.

Recommendation: Staff recommends approval of the attached Ordinance and Appendix providing a summary for the positions outlined in this report.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt an Ordinance establishing new positions and setting general qualifications and duties for positions for the Public Works Department."

Fiscal Impact: The fiscal impact is noted in the parallel budget amendment this evening.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance and Appendix A, position summaries for Asset Management Technician, Lead Mechanic, Maintenance Technician I, Maintenance Technician II, Operations and Utility Manager, Operations Supervisor, Public Works Administrative Specialist, Public Works Lead, Utility Supervisor, Electrician and Mechanic.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, TO AUTHORIZE NEW POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT TO ESTABLISH GENERAL QUALIFICATIONS AND DUTIES OF POSITIONS; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard continues to see significant growth in population; and

WHEREAS, the allocation of staff and associated resources to meet the demands for service and needs of the community is continually evaluated by the City for efficiency and best practices; and

WHEREAS, the current management structure of the public works operations division is enhanced by the introduction of additional non-union supervisor positions; and

WHEREAS, the City has successfully negotiated with Teamsters Local 589 representing the Public Works Employees to restructure the division; and

WHEREAS, the restructure results in the creation of an Operations Supervisor and a Utility Supervisor; and

WHEREAS, the restructure results in a title change for the current Coordinator positions to a title of Public Works Lead; and

WHEREAS, the restructure results in a title change for the current Public Works Labor and Public Works Personnel positions to the titles of Maintenance Technician I and Maintenance Technician II respectively; and

WHEREAS, the restructure results in the creation of additional Lead positions and a pay increase for employees in those positions; and

WHEREAS, the restructure creates additional duties for the current Operations Manager resulting in a proposed title change to Operations and Utility Manager and a corresponding pay increase to reflect those additional duties; and

WHEREAS, at the 2024 council retreat, the council discussed the reclassification of the current Public Works Office Assistant II to a position more reflective of the duties now performed; and

WHEREAS, at the 2024 council retreat, the council discussed the addition on a full-time equivalent employee to best utilize the newly acquired asset management system; and

WHEREAS, the City Council affirms the qualifications and duties of the existing positions of Electrician and Mechanic; and

WHEREAS, Ordinance 008-20 delegates authority to the Mayor to establish and amend job descriptions provided they are consistent with the general qualification and duties assigned by the council; and

WHEREAS, a statement of the general qualifications and duties of the new positions is attached hereto as Appendix A, and incorporated herein by reference; Now, therefore,

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

SECTION 1. The City Council hereby authorizes the creation of the position of Asset Management Technician with qualifications and duties as generally provided for in Appendix A.

SECTION 2. The City Council hereby authorizes the creation of the position of Lead Mechanic with qualifications and duties as generally provided for in Appendix A.

SECTION 3. The City Council hereby authorizes the creation of the position of Maintenance Technician I with qualifications and duties as generally provided for in Appendix A.

SECTION 4. The City Council hereby authorizes the creation of the position of Maintenance Technician II with qualifications and duties as generally provided for in Appendix A.

SECTION 5. The City Council hereby authorizes the creation of the position of Operations and Utility Manager with qualifications and duties as generally provided for in Appendix A.

SECTION 6. The City Council hereby authorizes the creation of the position of Operations Supervisor with qualifications and duties as generally provided for in Appendix A.

SECTION 7. The City Council hereby authorizes the creation of the position of Public Works Administrative Specialist with qualifications and duties as generally provided for in Appendix A.

SECTION 8. The City Council hereby authorizes the creation of the position of Public Works Lead with qualifications and duties as generally provided for in Appendix A.

SECTION 9. The City Council hereby authorizes the creation of the position of Utility Supervisor with qualifications and duties as generally provided for in Appendix A.

SECTION 10. The City Council hereby affirms the creation of the position of Electrician with qualifications and duties as generally provided for in Appendix A.

SECTION 11. The City Council hereby affirms the creation of the position of Mechanic with qualifications and duties as generally provided for in Appendix A.

SECTION 12. Severability. If any section, sentence, clause or phrase of this Ordinance should 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 13. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 14. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication as provided by law, provided the position modifications herein shall occur on June 16, 2024.

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 28th day of May 2024.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

Mark Trenary, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Proposed New Positions

Position	Asset Management Technician
Department	Public Works
Major Job Function and Purpose	
<p>The Asset Management Technician performs technical work collecting, inputting, maintaining and retrieving information in database software system to provide necessary information for the management, maintenance and upkeep of City infrastructure and assets. Manages data in a manner that allows for the production of technical reports, inspection schedules, graphs, maps and other information.</p>	
General Function	
<p>Position works independently using technology in support of infrastructure asset management. Collects asset management data, provides a full range of asset management support assignments both in the field and the office. Includes Verifies accuracy of records through direct observation, review of documents and coordination with other employees. Monitors and communicates timelines for the repair, maintenance and replacement of assets. Investigates and resolves system discrepancies.</p>	
Minimum Qualifications Include*	
<p>Associate’s degree and one (1) year of experience in engineering, geography, utility management, project management or related field is required. Valid driver’s license required upon hire. Out of state candidates are required to obtain a WA state driver’s license in accordance with state law.</p> <p>Preferred qualifications include experience in municipal government and college level coursework in computer science, geography, geomatics, environmental science, urban planning, project management or related field.</p>	

Ordinance 008-20 delegates authority to the Mayor to establish and amend job description as needed provided they are consistent with general qualifications and duties assigned by the City Council at the time the position is created by Council.

Position	Lead Mechanic
Department	Public Works
Major Job Function and Purpose	
<p>The primary function of the position is to provide a lead role in planning, overseeing and performing the daily operations and maintenance of the City’s mechanic shop. The position works daily with division and department management to plan, coordinate, and oversee work projects and assignments, providing education, support and mentorship of all employees within the division.</p>	
General Function	
<p>The Lead Mechanic performs all testing, routine preventative maintenance, and repair work on City vehicles, assist management in planning for and procuring necessary equipment, tools and vehicles, Ensures the efficient and effective use of equipment, materials and personnel to complete projects in a timely, equitable, and cost-effective manner. Keeps records of service completed on all City vehicles and maintenance equipment and performs Public Works activities as assigned.</p>	
Minimum Qualifications Include*	
<p>High school diploma/GED and five (5) years of mechanic experience are required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law. All City employees in positions requiring a CDL must successfully pass pre-employment-related Drug and Alcohol Testing as required by federal law. A valid first aid card or ability to obtain within 12 months of employment is required. A Class A commercial driver’s license with tanker and air brake endorsements is required within 2 years of hire.</p> <p>Preferred qualifications include ASE Certified Master Automobile Technician Certification for automobile and light trucks or medium/heavy trucks, and Law Enforcement Vehicle Installation Technician certification.</p>	

Position	Maintenance Technician I
Department	Public Works
Major Job Function and Purpose	
This is an entry-level position that performs a range of supportive utility and maintenance duties as needed to keep the Public Works Department operating efficiently.	
General Function	
Under general direction of the Supervisor and Leads, this position performs meter reading; assists with landscape and building maintenance in municipal parks/facilities; and works with Public Works crews on field maintenance and operations in street rights-of-way.	
Minimum Qualifications Include*	
<p>High School diploma or GED is required. Demonstrated proficiency in the use of hand tools, landscaping tools and equipment, and in the operation of light and heavy equipment is also required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law.</p> <p>Washington State Traffic Control Flagger's certification is required within six (6) months of employment. First Aid/CPR certification required within one (1) year of employment.</p> <p>Preferred qualifications include previous experience in parks maintenance and/or water utility maintenance.</p>	

Position	Maintenance Technician II
Department	Public Works
Major Job Function and Purpose	
This position coordinates and participates in the routine maintenance and construction of Public Works improvements for the City and assists management in planning new construction and maintenance projects.	
General Function	
Under the general direction of the Supervisor and Leads, this position is responsible for the efficient and effective use of equipment, materials, and labor to complete maintenance and construction projects in a timely and cost-effective manner.	
Minimum Qualifications Include*	
<p>High school diploma or GED is required. Three (3) years of experience at an equivalent level or as a truck driver, equipment operator, or supervisor in a work environment similar to a municipal public works department is required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law.</p> <p>Washington State Traffic Control Flagger's certification is required within six (6) months of hire. First Aid/CPR certification is required within one (1) year. Water Distribution Manager I/OIT certification is required within eighteen (18) months. Class A commercial driver's license with tanker and airbrake endorsements is required within two (2) years.</p>	

Position	Operations and Utility Manager
Department	Public Works
Major Job Function and Purpose	
<p>This position is responsible for the management of the Public Works Department operations and utility maintenance and repair programs and compliance with federal, state and local utility rules and regulations. The position provides direction and support for the operational needs of personnel working on City infrastructure including streets, water, parks, facilities, electrical, vehicle and equipment repair, sanitary sewer, and stormwater. Position works closely with public safety and other City departments whose programs utilize the Public Works Department's resources.</p>	
General Function	
<p>The Manager assigns work through the supervisors, leads, and/or directly to employees. The Manager directs and coaches assigned employees to develop competence, expertise, accountability, and productivity; conducts performance reviews; makes effective decisions or recommendations on hiring, transfers, promotions, grievances, and discipline; develops Public Works operations service standards; promotes and updates safety practices relevant to the City; and evaluates customer service and resolves internal and external disputes. The employee manages regulatory permits, professional services, and construction contracts as assigned by the Public Works Director. This position supervises the ongoing maintenance and appearance of City properties and infrastructure to ensure that they are attractive, clean, safe, and suitable for use by the public.</p>	
Minimum Qualifications Include*	
<p>High school diploma/GED, eight (8) years of experience in utility, roadway construction, and facilities maintenance, and a valid driver's license are required. Demonstrated supervisory experience/skills are required. Cross Connection Control Specialist certifications from the Washington State Department of Health must be obtained within one (1) year of employment, Water Treatment Plant Operator I certification within two (2) years of employment, and Water Distribution Manager II certification within four (4) years of employment, subject to employer's discretion. Certifications are required to be maintained during employment. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law.</p> <p>Preferred qualifications include a Bachelor's or Associate's degree in Construction Management and public sector work experience in public works and utilities.</p> <p>Any combination of experience and training that provides the desired skills and abilities may be considered.</p>	

Position	Operations Supervisor
Department	Public Works
Major Job Function and Purpose	
<p>The Operations Supervisor oversees one or more assigned divisions of the Public Works Department and the personnel and equipment utilized in Public Works maintenance and operations. Works closely with public safety for purposes of event planning and street closures, serves as the department's safety coordinator, and functions as the liaison between Finance and the mechanics shop for purposes of Equipment Rental and Revolving Fund.</p>	
General Function	
<p>The Operations Supervisor ensures the completion of assigned work through delegation to the Leads and/or other employees within assigned areas; directs and coaches employees to develop competence, expertise, accountability, and productivity; conducts performance reviews and makes effective decisions or recommendations on hiring, transfers, promotions, grievances, and discipline in consultation with the Manager; and fills in for the Manager or Utility Supervisor as directed.</p>	
Minimum Qualifications Include*	
<p>High School Diploma or GED is required. Six (6) years of experience with municipal public works projects, field operations, roadway and utility construction, or any combination of the above experience, are required. Demonstrated supervisory experience/skills are required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law. First Aid Certification must be obtained within one (1) year of employment.</p> <p>Preferred qualifications include an Associate's Degree in Construction Management and public sector work experience in Public Works and utilities.</p>	

Position	Public Works Administrative Specialist
Department	Public Works
Major Job Function and Purpose	
<p>This position performs specialized technical and administrative work responsible for municipal utility and grant compliance including planning, implementation, tracking, and reporting. Research, evaluate and monitor changes in rules and regulations related to various department permits and projects. Interact with various local, state and federal agencies to ensure City compliance with applicable rules and regulations.</p>	
General Function	
<p>Coordinate with other City departments and personnel to ensure appropriate monitoring and data collection needed for compliance and reporting. Compile data and file reports in compliance with various utility and infrastructure permits. Prepare and maintain public outreach materials related to assigned programs. Provides administrative assistance and support for all department projects and programs.</p>	
Minimum Qualifications Include*	
<p>High School Diploma or GED and four (4) years of increasingly responsible administrative experience.</p> <p>Preferred qualifications include project management experience and previous administrative experience in municipal public works, utility compliance, engineering or related technical field.</p>	

Position	Public Works Lead
Department	Public Works
Major Job Function and Purpose	
<p>The position provides a lead role in planning, overseeing, and performing the daily operations and maintenance of an assigned area of responsibility within the Public Works Department. Public Works Leads work daily with division and department management to plan, coordinate, and oversee work projects and assignments, providing education, support and mentorship of all employees within the division.</p>	
General Function	
<p>Monitor, coordinate and/or participate in a variety of skilled activities to maintain, repair, and construct public works improvements for the City; provide construction oversight for private development within the City for projects impacting the City’s infrastructure; and assist management of the Public Works Department in preparing for new construction and maintenance projects as directed. Responsibilities include the efficient and effective use of equipment, materials, and appropriate assignment of personnel to complete maintenance and construction projects in a timely, equitable, and cost-effective manner.</p>	
Minimum Qualifications Include*	
<p>High school diploma or GED and approximately five (5) years of experience in any combination of construction, municipal work, public works, utility work, etc. are required. Valid driver’s license and a driving record acceptable to the City’s insurance carrier are required upon hire. Out of state candidates are required to obtain a WA state driver’s license in accordance with state law. A Class A commercial driver’s license with tanker and air brake endorsements is required within two years of hire. All City employees in positions requiring a CDL must successfully pass pre-employment-related Drug and Alcohol Testing as required by federal law.</p> <p><u>Additional minimum requirements for assignment in the sewer utility:</u></p> <ul style="list-style-type: none"> • Within 6 months of hire: Washington State Traffic Control Flagger’s Certification • Within 12 months of hire: Certified Erosion and Sediment Control Lead, Washington Wastewater Collections Personnel Association (WWCPA) 2, and First Aid/CPR certifications. <p><u>Additional minimum requirements for assignment in the water utility:</u></p> <ul style="list-style-type: none"> • Upon hire: Water Distribution Manager I or OIT certification • Within 6 months of hire: Washington State Traffic Control Flagger’s Certification and Cross Connection Specialist certification from the Washington State Department of Health • Within 12 months of hire: Water Distribution Manager 2 or OIT, Certified Erosion and Sediment Control Lead, and First Aid/CPR certifications. • Within 18 months of hire: Water Treatment Plant Operator 1 or OIT certification 	

Additional minimum requirements for assignment in the stormwater utility:

- Within 6 months of hire: Washington State Traffic Control Flagger's Certification
- Within 12 months of hire: Certified Erosion and Sediment Control Lead, Municipal Stormwater Inspector, and First Aid/CPR certifications.
- Within 18 months of hire: Washington State Department of Agriculture public pesticide applicators license.

Additional minimum requirements for assignment in streets:

- Within 6 months of hire: Washington State Traffic Control Flagger's Certification
- Within 12 months of hire: International Municipal Signal Association (IMSA) level 1 certification for Signs and Markings and First Aid/CPR certification
- Within 18 months of hire: Washington State Certification for Pesticide/SPI for right of way

Additional minimum requirements for assignment in parks/facilities:

- Within 12 months of hire: Washington State Department of Agriculture public pesticide applicators license
- Within 18 months of hire: Certified Playground Safety Inspector and First Aid/CPR certifications

Position	Utility Supervisor
Department	Public Works
Major Job Function and Purpose	
<p>This position plans, organizes, directs, and manages the City’s water, sanitary sewer, and stormwater utilities; administers the department’s environmental reporting and compliance through coordination with other Public Works, Engineering, and Utilities staff; and participates in research and long-range planning activities related to water, water rights, sanitary sewer, stormwater, and infrastructure needs.</p>	
General Function	
<p>The Utility Supervisor ensures the completion of assigned work through delegation to the Leads and/or other employees within assigned areas; directs and coaches employees to develop competence, expertise, accountability, and productivity; conducts performance reviews and makes effective decisions or recommendations on hiring, transfers, promotions, grievances, and discipline in consultation with the Manager; and fills in for the Manager or Operations Supervisor as directed.</p>	
Minimum Qualifications Include*	
<p>High school diploma/GED; six (6) years of experience as a water system operator in a work environment similar to a municipal public works department; demonstrated supervisory skills; and certification as a Water Distribution Manager II, Water Treatment Plant Operator 1, and Cross Connection Control Specialist from the Washington State Department of Health are required. Certifications are required to be maintained during employment. Valid driver’s license required upon hire. Out of state candidates are required to obtain a WA state driver’s license in accordance with state law.</p> <p>Preferred qualifications include certification as a Water Distribution Manager III and education or training in environmental science, water resources, and/or project management.</p>	

Review and Affirmation of Existing Positions

Position	Electrician
Department	Public Works
Major Job Function and Purpose	
The position assesses and repairs electrical and mechanical components for the City's facilities, infrastructure, and utility controls, and coordinates and/or participates in the routine maintenance and construction of public works improvements for the City. The Electrician will also assist other City personnel in planning new construction and maintenance projects.	
General Function	
The Electrician plans, designs, installs, maintains, and repairs electrical distribution systems, industrial controls, process controls, motor controls and motor control systems, pump controls, generators, and boilers. This position maintains and repairs electrical distribution for facilities, water pumping stations, sewer lift stations, odor control stations, SCADA communications, security systems, parks, facilities, street lighting, and assists with troubleshooting City vehicles.	
Minimum Qualifications Include*	
High School Diploma/GED, five (5) years of previous experience at an equivalent level, Journeyman Electrician 01 License, and a valid Washington State driver's license are required. Class B commercial endorsement with tanker and air brake endorsements is preferred.	

Position	Mechanic
Department	Public Works
Major Job Function and Purpose	
The primary function of the Mechanic is to perform the preventative maintenance necessary to avoid costly breakdowns to the City's vehicles, facilities, and maintenance equipment and ensuring their readiness and overall reliability for use during day to day and emergency response operations.	
General Function	
Under general direction from the Supervisor and Lead Mechanic, the Mechanic performs all testing, routine preventative maintenance, and repair work on City vehicles. Keeps records of service completed on all City vehicles and maintenance equipment and performs Public Works activities as assigned.	
Minimum Qualifications Include*	
High school diploma/GED and five (5) years of mechanic experience are required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law. Must be able to provide own tools up to 1 inch. A valid first aid card or ability to obtain within one (1) year of employment is required.	
Preferred qualifications include ASE and EVT certifications and Class "A" commercial driver's license with tanker and airbrake endorsements.	

* All position descriptions allow the hiring manager to consider any combination of experience and training that provides the desired skills, knowledge and abilities.



Agenda Staff Report

Agenda Item No.: Business Item 7B

Meeting Date: May 28, 2024

Subject: Approval of a Memorandum of Understanding Amending the Collective Bargaining Agreement with the Teamsters Representing Public Works Employees Regarding Organizational Structure and Personnel Changes

Prepared By: Debbie Lund
HR Director

Summary: The City of Port Orchard is fortunate to have a good working relationship with Teamsters Local 589 which represents, amongst others at the City, the Public Works employees working in the Operations Division of Public Works. Port Orchard is changing and growing. With that change comes opportunities, as cited in the City Council’s guiding principles, to “honor the past, but not live in the past”. The proposal before the City Council for a reorganization of the structure of our Public Works Department is an example of the change that is responsive to the growing needs of our growing City.

In 2023, the City began evaluating its staffing needs for its public works department. In December 2023, the City and the Union began negotiations related to a restructuring of the public works shop (the “Shop”) to better meet the City’s needs. Currently (pre-restructuring), the Shop has one Operations Manager and 24 union employees. By law, union employees can serve as lead workers and handle day-to-day employee matters but cannot supervise other union employees. As a result, the Operations Manager had up to 24 direct reports at any one time. Notably, in the past few years, to alleviate this issue the City made a minor change to the reporting structure by moving the Electrician and 3 Utility (water, sewer, stormwater) Coordinators as direct reports to the Utility Manager, rather than the Operations Manager. This resulted in some relief for the Operations Manager, but did not resolve the issue.

The City’s plan to increase supervisory staffing is to, generally: (1) eliminate the union Foreman position; (2) spread the Foreman workload amongst 6, rather than 3, lead workers; and (3) add a management (non-union) role of Operations Supervisor to the workgroup. This does not require a change in the full-time equivalent (FTE) count at the Shop.

Negotiations related to this proposal have concluded. The Union has approved necessary modifications to the collective bargaining agreement (“CBA”) to implement these changes. The changes to the CBA include:

- Removal of references to Foreman and updating of other titles to reflect organizational changes.
- Change in job title of Public Works Personnel to Maintenance Technician II. This is a title change only.
- Change in job title of Public Works Laborer to Maintenance Technician I. This is a title change only.
- Change in job title of Coordinator (water, sewer, stormwater) to Public Works Lead with a 3% increase in pay to reflect new duties as a result of the elimination of the Foreman position.
- Addition of three new Lead positions, one in Parks and Facilities, another in Streets, and one for the mechanic's functions.
- Language related to working out of class pay which had previously only applied to someone working as the acting Foreman.
- Language related to the handling of sick leave upon promotion or transfer is also cleaned up to more clearly reflect the intention of the language.

The MOU reflects these proposed changes to the CBA, and the pay chart in the proposed MOU otherwise reflects current 2024 wages.

The full MOU has been provided to you by the City Attorney under privilege.

Recommendation: Staff recommends the City Council authorize the Mayor to sign an MOU with the Teamsters representing Public Works Employees regarding changes to the collective bargaining agreement as the result of organizational changes.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to sign an MOU with the Teamsters representing the Public Works Employees memorializing organizational changes."

Fiscal Impact: To be included in budget amendment coming to council in June 2024.

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.



Agenda Staff Report

Agenda Item No.: Business Item 7C

Meeting Date: May 28, 2024

Subject: Adoption of an Ordinance Amending the
2023-2024 Biennial Budget, Exhibit A, for
New Positions within the Public Works
Department

Prepared By: Noah D. Crocker
Finance Director

Summary: The City of Port Orchard Biennial Budget for 2023-2024 is written to capture revenue and expenses over the fiscal period. During the biennial period, changes to the budget in both revenue and expenditures need to be recognized by a Budget Amendment.

By this Ordinance, the City Council would amend the 2023–2024 Biennial Budget, as adopted by Ordinance No. 046-22 and amended by Ordinance No. 018-23, 022-23, 029-23, and 039-23, reflecting changes to Exhibit A which identifies Salary and personnel positions of the City.

The proposed budget amendment is intended to provide the following:

1) Exhibit A

- a. Create 1 FTE for Operations and Utility Manager
- b. Create 1 FTE for Utility Supervisor
- c. Create 1 FTE for Operations Supervisor
- d. Remove 1 FTE for Storm Drainage Program Coordinator
- e. Create 1 FTE for Asset Management Technician
- f. Create 1 FTE for Public Works Administrative Specialist
- g. Remove 1 FTE for Office Assistant II
- h. Create the position and salary for Civil Engineer I
- i. Adjust the Salary Table for the positions that are in a collective bargaining agreement and were amended by MOU:
 - i. Remove 1 FTE for Public Works Foreman
 - ii. Create 5 FTE for Public Works Lead
 - iii. Remove 3 FTE for Water/Sewer/Storm Coordinators
 - iv. Create 1 FTE for Lead Mechanic
 - v. Change the title of Public Works Personnel to Maintenance Technician II
 - vi. Change the title of Public Works Laborer to Maintenance Technician I

Recommendation: The Finance Director recommends adoption of Ordinance No. 00X-24 amending the 2023 – 2024 Biennial Budget.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance amending the 2023-2024 Biennial Budget for the City of Port Orchard.”

Fiscal Impact: The fiscal impacts of the additional salary approved through this ordinance will utilize existing budget authority and the total fiscal impact will be included in a future budget amendment.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance, Exhibit A – Salary Schedule

ORDINANCE No. **-24

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING THE 2023–2024 BIENNIAL BUDGET AS ADOPTED BY ORDINANCE NO. 046-22, AND AMENDED BY ORDINANCE NO. 018-23, 022-23, 029-23 and 039-23, TO RECOGNIZE EXPENDITURES AND REVENUES NOT ANTICIPATED AT THE TIME OF THE ADOPTION OF THE 2023–2024 BIENNIAL BUDGET, INCLUDING MODIFICATIONS TO THE SALARY AND POSITIONS TABLE; PROVIDING FOR TRANSMITTAL TO STATE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard adopted its 2023 – 2024 Biennial Budget by Ordinance No. 046-22, which was then amended by Ordinance No. 018-23, Ordinance No. 022-23, Ordinance No. 029-23 and Ordinance No. 039-23; and

WHEREAS, the City desires to keep current on budget amendments; and

WHEREAS, it is necessary to make adjustments to accounts and/or funds by means of appropriation adjustments that could not have been anticipated at the time of passage of the 2023 – 2024 Biennial Budget; and

WHEREAS, by this Ordinance, the City Council amends the 2023-2024 Biennial Budget to accommodate necessary adjustments as set forth herein; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Operations and Utility Manager; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Utility Supervisor; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Operations Supervisor and remove (1 FTE) Public Works Foreman; and

WHEREAS, the City identified the need to add 5 Full Time Equivalent (5 FTE) Public Works Lead positions and remove (3 FTE) WA/SW/Storm Coordinators; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Lead Mechanic; and

WHEREAS, the City identified the need to retitle the position of Public Works Personnel to Maintenance Technician II; and

WHEREAS, the City identified the need to retitle the position of Public Works Laborer to Maintenance Technician I; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Asset Management Technician; and

WHEREAS, the City identified the need to remove 1 Full Time Equivalent (1 FTE) Storm Drainage Program Coordinator; and

WHEREAS, the City identified the need to create a salary for the position of Civil Engineer I; and

WHEREAS, the City identified the need to add 1 Full Time Equivalent (1 FTE) Public Works Administrative Specialist and remove (1 FTE) Office Assistant II; and

WHEREAS, the City Council has considered the proposed budget amendments and finds that amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public's health, safety and welfare; NOW, THEREFORE,

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

SECTION 1. The 2023-2024 Biennial Budget and enabling Ordinance No.046-22, as amended by Ordinance No. 018-23, Ordinance No. 022-23, Ordinance No. 029-23, and Ordinance No. 039-23, is hereby amended to reflect the changes to Exhibit A depicted on the attachment to this Ordinance, incorporated herein by this reference.

SECTION 2. Salary Schedule. The 2024 Salary Schedule for authorized positions is amended to read as set out on Attachment A hereto and adopted herein by this reference.

SECTION 3. Transmittal. The City Clerk shall transmit a complete, certified copy of the amended budget as adopted to the state auditor and to the Association of Washington Cities per RCW 35.34.130.

SECTION 4. 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 5. Corrections. Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

SECTION 6. This Ordinance shall be in full force and effect five (5) days after posting and publication as required by law, provided the position modifications herein shall occur on June 16, 2024. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State 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 28th day of May 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Mark Trenary, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Personnel Position Listing			
Elected Officials	Positions		Wages
Mayor	1	Annual	123,911.41
Council (Seats 1,4,5)	3	Bi-Weekly	500
Council (Seats 2,3,6)	3	Monthly	1,000
Council (At Large)	1	Bi-Weekly	500
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
City Clerk	1	50.15	58.15
Community Development Director	1	71.17	82.53
Finance Director	1	72.55	84.13
Human Resources Director	1	60.45	70.11
Police Chief	1	76.71	88.97
Public Works Director	1	74.07	85.90
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	37.50	43.49
Human Resources Analyst	1	41.85	48.53
Human Resources Specialist	0	30.83	35.75
Total Administration	2.00		
Deputy Finance Director	1	55.40	64.24
Accounting Assistant I	1	28.65	33.22
Accounting Assistant II	4	31.96	37.06
Accounting Assistant III	2	38.90	45.11
Accounting Assistant III / IT Specialist	1	40.26	46.69
Information Technology Manager	1	58.58	67.94
IT Support Specialist	1	37.99	44.05
Total Finance/IT	11.00		
Deputy Director Community Development	1	54.29	62.97
Permit Center Manager	1	39.34	45.62
Permit Tech	2	32.01	37.12
Permit Clerk	2	29.54	34.28
Permit Center Assistant	0.70	26.03	30.19
Principal Planner	1	54.28	62.96
Senior Planner	1	46.50	53.91
Plans Examiner/Building Inspector II	2	40.07	46.47
Associate Planner	1	40.15	46.56
Assistant Planner	1	35.42	41.08
Building Inspector I	1	36.10	41.86
Code Enforcement Officer I	1	30.64	35.56
Code Enforcement Officer II	1	38.83	45.04
Parking Enforcement Officer (2 PT)	1	29.00	33.63
Total Community Development	16.70		
Municipal Court Judge	0.6	Annual	123,380.28
Municipal Court Administrator	1	50.16	58.17
Lead Clerk	1	31.87	38.08
Court Clerk	2	26.93	32.15
Total Judicial	4.60		
Deputy Police Chief	2	69.74	80.87
Police Services Coordinator	1	35.85	42.82
Records Evidence Specialist	3.7	26.80	31.99
Sergeant	5	53.72	59.48
Patrol Officer	19	36.04	49.48
Total Police Department	30.70		

Personnel Position Listing			
Personnel Positions	FTE	Minimum	Maximum
City Engineer	1	62.82	72.85
Assistant City Engineer	1	56.67	65.72
Operations Manager	1	52.05	60.36
Utility Manager	1	52.05	60.36
Operations and Utility Manager	1	54.70	63.44
Operations Supervisor	1	44.25	51.31
Utility Supervisor	1	44.25	51.31
Utilities Compliance Specialist	1	37.34	43.28
Civil Engineer II	1	48.97	56.78
Civil Engineer I	0	46.30	53.71
GIS/Asset Management Coordinator	1	41.90	48.60
Asset Management Technician	1	30.64	35.56
Public Works Procurement Specialist	1	38.95	45.16
Project Coordinator/Inspector	2	40.77	47.28
Public Works Administrative Specialist	1	32.01	37.12
Office Assistant II	0	29.67	34.41
Office Assistant I	1	26.03	30.19
Lead Mechanic	1	35.69	42.62
Mechanic	2	33.26	39.72
Electrician	1	35.28	42.13
Public Works Lead	5	35.69	42.62
Maintenance Technician II	15	32.25	38.51
Maintenance Technician I	2	24.02	28.69
Total Public Works	42.00		
		Minimum	Maximum
Seasonal Public Works	Hourly	16.87	22.50
Intern	Hourly	16.87	22.50
Temporary Employee	Hourly	16.87	22.50
Grand Totals	113.00		

Personnel Position Listing			
Elected Officials	Positions	Wages	
Mayor	1	Annual	123,911.41
Council (Seats 1,4,5)	3	Bi-Weekly	500
Council (Seats 2,3,6)	3	Monthly	1,000
Council (At Large)	1	Bi-Weekly	500
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
City Clerk	1	50.15	58.15
Community Development Director	1	71.17	82.53
Finance Director	1	72.55	84.13
Human Resources Director	1	60.45	70.11
Police Chief	1	76.71	88.97
Public Works Director	1	74.07	85.90
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	37.50	43.49
Human Resources Analyst	1	41.85	48.53
Human Resources Specialist	0	30.83	35.75
Total Administration	2.00		
Deputy Finance Director	1	55.40	64.24
Accounting Assistant I	1	28.65	33.22
Accounting Assistant II	4	31.96	37.06
Accounting Assistant III	2	38.90	45.11
Accounting Assistant III / IT Specialist	1	40.26	46.69
Information Technology Manager	1	58.58	67.94
IT Support Specialist	1	37.99	44.05
Total Finance/IT	11.00		
Deputy Director Community Development	1	54.29	62.97
Permit Center Manager	1	39.34	45.62
Permit Tech	2	32.01	37.12
Permit Clerk	2	29.54	34.28
Permit Center Assistant	0.70	26.03	30.19
Principal Planner	1	54.28	62.96
Senior Planner	1	46.50	53.91
Plans Examiner/Building Inspector II	2	40.07	46.47
Associate Planner	1	40.15	46.56
Assistant Planner	1	35.42	41.08
Building Inspector I	1	36.10	41.86
Code Enforcement Officer I	1	30.64	35.56
Code Enforcement Officer II	1	38.83	45.04
Parking Enforcement Officer (2 PT)	1	29.00	33.63
Total Community Development	16.70		
Municipal Court Judge	0.6	Annual	123,380.28
Municipal Court Administrator	1	50.16	58.17
Lead Clerk	1	31.87	38.08
Court Clerk	2	26.93	32.15
Total Judicial	4.60		
Deputy Police Chief	2	69.74	80.87
Police Services Coordinator	1	35.85	42.82
Records Evidence Specialist	3.7	26.80	31.99
Sergeant	5	53.72	59.48
Patrol Officer	19	36.04	49.48
Total Police Department	30.70		

Personnel Position Listing			
Personnel Positions	FTE	Minimum	Maximum
City Engineer	1	62.82	72.85
Assistant City Engineer	1	56.67	65.72
Operations Manager	1	52.05	60.36
Utility Manager	1	52.05	60.36
Operations and Utility Manager	1	54.70	63.44
Operations Supervisor	1	44.25	51.31
Utility Supervisor	1	44.25	51.31
Utilities Compliance Specialist	1	37.34	43.28
Civil Engineer II	1	48.97	56.78
Civil Engineer I	0	46.30	53.71
Stormwater Program Coordinator	1	40.88	47.41
Stormwater Program Coordinator	0	40.88	47.41
GIS/Asset Management Coordinator	1	41.90	48.60
Asset Management Technician	1	30.64	35.56
Public Works Procurement Specialist	1	38.95	45.16
Project Coordinator/Inspector	2	40.77	47.28
Office Assistant II	1	29.67	34.41
Office Assistant II	0	29.67	34.41
Public Works Administrative Specialist	1	32.01	37.12
Office Assistant I	1	26.03	30.19
Public Works Foreman	1	39.92	47.65
Public Works Foreman	0	39.92	47.65
Lead Mechanic	1	35.69	42.62
Mechanic	2	33.26	39.72
Electrician	1	35.28	42.13
WA/SW/Storm Coordinators	3	34.66	41.38
WA/SW/Storm Coordinators	0	34.66	41.38
Public Works Personnel	15	32.25	38.51
Public Works Personnel	0	32.25	38.51
Public Works Laborer	2	24.02	28.69
Public Works Laborer	0	24.02	28.69
Public Works Lead	5	35.69	42.62
Maintenance Technician II	15	32.25	38.51
Maintenance Technician I	2	24.02	28.69
Total Public Works	42.00		
		Minimum	Maximum
Seasonal Public Works	Hourly	16.87	22.50
Intern	Hourly	16.87	22.50
Temporary Employee	Hourly	16.87	22.50
Grand Totals	113.00		



Agenda Staff Report

Agenda Item No.: Business Item 7D

Meeting Date: May 28, 2024

Subject: Approval of a Memorandum of
Understanding with the Teamsters
Representing Public Works Employees
Regarding Global Positioning Devices

Prepared By: Debbie Lund
HR Director

Summary: In December of 2023, the Public Works Director became aware of an interest from Finance and the mechanic's shop to install global positioning (GPS) devices in City vehicles for the purposes of providing better information to the mechanics of vehicle performance issues, error codes, the need for maintenance, etc. Public Works and Human Resources began negotiations with Teamsters Local 589 representing Public Works employees regarding the implementation of these devices due to the additional information these types of devices typically capture about employee conduct, such as speeds, braking habits, actual travel locations, and more.

The City and the Union successfully negotiated an agreement on the implementation of these devices. The agreement meets the City's needs as it pertains to the use of the devices for operational purposes. The Union has voted on and approved the agreement related to the installation of GPS enabled devices in City vehicles which they operate. The agreement has been provided to you by the City Attorney under privilege.

Recommendation: Staff recommends the City Council authorize the Mayor to sign an Agreement with the Teamsters representing Public Works Employees regarding global position data.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to sign an Agreement with the Teamsters representing the Public Works Employees regarding global positioning devices for City vehicles."

Fiscal Impact: None.

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.



Agenda Staff Report

Agenda Item No.: Business Item 7E

Meeting Date: May 28, 2024

Subject: Adoption of a Resolution Approving a Small Works Contract with Specialized Pavement Marking, LLC for the 2024 City of Port Orchard Road Striping Project

Prepared By: Denis Ryan
Public Works Director

Summary: The City of Port Orchard updates road striping in the City on an annual basis. By this Resolution, the City Council would authorize the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2024 City of Port Orchard Road Striping Project (the “Project”). On April 8, 2024, consistent with RCW 39.04.155 and the City’s Procurement Policies (adopted by Resolution No. 073-23, as amended), Public Works staff established a list of qualified contractors to perform the Project from the 2024 MRSC Small Works Roster for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings. A copy of that list of qualified contractors is attached to the Resolution as Exhibit A.

On April 15, 2024, and pursuant to Resolution No. 073-23 (see Section 5 – Bid Procedures), the City’s Public Works Department emailed an Invitation to Bid for the Project to five (5) qualified contractors on the selected roster. One (1) bid from Specialized Pavement Markings, LLC was received by the April 30, 2024, 2:00 pm deadline. Staff reviewed the bid and determined Specialized Pavement Marking, LLC was a presumed responsive and qualified low bidder. The final bid amount is as follows:

Name of Contractor	Bid Total
Specialized Pavement Marking, LLC	\$103,160.02

The Public Works Department reviewed all materials and verified that the bidding requirements for this public work have been followed. On May 1, 2024, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and verified that Specialized Pavement Marking, LLC’s bid of \$103,160.02 (applicable tax included) was the lowest, qualified, responsible, and responsive bid.

Recommendation: Staff recommends that the City Council adopt a Resolution, authorizing the Mayor to sign the contract with Specialized Pavement Marking, LLC for the 2024 City of Port Orchard Road Striping Project in the amount of \$103,160.02.

Relationship to Comprehensive Plan: Chapter 8: Transportation

Motion for consideration: I move to adopt a Resolution, authorizing the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2024 City of Port Orchard Road Striping Project in the amount of \$103,160.02.

Fiscal Impact: Road Striping is budgeted in the 2023-2024 Biennial Budget (002.05.542.64.40), however a budget Amendment may be required.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution

Ex. A – MRSC Roster

Small Works Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A SMALL WORKS CONTRACT WITH SPECIALIZED PAVEMENT MARKING, LLC, FOR THE 2024 CITY OF PORT ORCHARD ROAD STRIPING PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS PROCUREMENT PROCEDURES

WHEREAS, the City updates road striping throughout the City on an annual basis and identified the need for the 2024 City of Port Orchard Road Striping project (the “Project”); and

WHEREAS, the City is a member of the Municipal Research and Services Center of Washington (MRSC) Small Public Works Roster program, and MRSC solicited on behalf of participating local government agencies, including the City, within Washington State for the 2024 MRSC Small Public Works Roster; and

WHEREAS, on April 8, 2024, pursuant to RCW 39.04.155 and the City’s Procurement Policies, adopted as Resolution No. 073-23, the City’s Public Works Department established a roster of qualified contractors from the 2024 MRSC Small Works Roster, for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, on April 15, 2024, and pursuant to Resolution No. 073-23 (see Section 5 – Bid Procedures), the City’s Public Works Department issued an Invitation to Bid for the Project to five (5) qualified contractors on the selected roster; and

WHEREAS, one (1) bid, from Specialized Pavement Markings, LLC was received by the April 30, 2024, 2:00 pm deadline, and Staff reviewed the bid and determined Specialized Pavement Marking, LLC was a presumed responsive and qualified, low bidder; and

WHEREAS, the Public Works Department reviewed all materials and verified that the bidding requirements for this public work have been followed, and on May 1, 2024, the City’s Public Works staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that Specialized Pavement Markings, LLC bid of \$103,160.02 (applicable tax included), was the lowest, qualified, responsible, and responsive, bid; 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, in a form acceptable to the City Attorney, with Specialized Pavement Markings, LLC, for the 2024 City of Port Orchard Road Striping Project, in the amount of \$103,160.02 (applicable 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 28th day of May 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, City Clerk, MMC

CITY OF PORT ORCHARD SMALL WORKS OVER \$35K
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2024-006

THIS Agreement is made effective as of the 28th day of May, 2024, by and between

CITY OF PORT ORCHARD, WASHINGTON, ("**CITY**"), a Washington municipal corporation located at:

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

Specialized Pavement Marking, LLC, ("**CONTRACTOR**"), an Oregon limited liability company located at:

11095 SW Industrial Way

Tualatin, OR 97062

Contact: Candice Edmondson Phone: (503) 885-0420

Email: candice.edmondson@spmnw.com

for the following Project:

2024 City of Port Orchard Road Striping ("**PROJECT**")

In consideration of the mutual benefits to both parties, both Parties agree to the following:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
 - a. This Agreement signed by the City and the Contractor;
 - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
 - c. The attached Special Provisions, Plans and Specifications;
 - d. 2018 International Building Code (IBC) and 2018 Energy Code Compliance;
 - e. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;

- f. Public Works Terms and Conditions;
- g. Insurance and Bonding Requirements;
- h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
- i. 2019 Public Works Engineering Standards;
- j. Appendix A: Non-Discrimination Statutes and Authorities.
- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be **August 12, 2024**. The Contractor shall substantially complete the Work not later than **September 16, 2024**, subject to adjustment by change order.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
4. Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$103,160.02 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor

warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors.
7. The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.
9. **Title VI.** 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 insure 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 Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- a) **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 Agreement.
- b) **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Agreement, 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 in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- c) **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 Agreement 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.

- d) **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.

- e) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, 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 Agreement until the contractor complies; and/or
 - 2. cancelling, terminating, or suspending the Agreement, in whole or in part.

- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 9.a through 9.f 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.

10. 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 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 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.

11. Warranty. Upon acceptance of the contract work, Contractor must provide the City a one-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 one (1) year 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.

12. 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.

13. 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 this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

Robert Putaansuu, Mayor



By: Mark Price
Its: President

ATTEST/AUTHENTICATE:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

**CITY OF PORT ORCHARD
PUBLIC WORK PROJECT TERMS AND CONDITIONS**

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities, and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term "City" means Port Orchard, Washington, "successful bidder" means the apparent lowest and best responsible bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per chapter 18.27 RCW; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. PREVAILING WAGES: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit -- on behalf of itself and each and every Sub-Contractor -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries (See link below.) Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every Sub-Contractor -- an "Affidavit of Wages Paid" for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

Refer to <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> for Washington State Prevailing Wage rates.

6. INSURANCE REQUIREMENT: The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

7. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

8. PROJECT COMPLIANCE: In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

9. TAXES: Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

10. ERROR IN EXTENSION: Unit price, when used, shall govern in case of extension error. If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

11. PERMITS AND FEES: The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

12. CONTRACT: The Contract Documents ("Contract"), when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City's prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the

invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

13. **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 13 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.

14. **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).

15. **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.

16. **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.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability, or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

18. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

- a) *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.
- b) *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.
- c) *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.

19. **COMPLIANCE WITH TERMS:** The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

20. **PAYMENT:** Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

21. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.

**CITY OF PORT ORCHARD
INSURANCE REQUIREMENTS**

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be 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, their agents, representatives, employees and subcontractors and shall meet the requirements herein.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.

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

- *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.
- *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 or an equivalent endorsement. 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 by endorsement as an additional 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.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The 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.
- *Employer's Liability* insurance limit of \$1,000,000 each accident, Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy limit \$1,000,000.

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

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *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.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this

contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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:

- 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.
- If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

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.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

Verification of Coverage. The 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.

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. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the City. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed or altered without forty-five (45) days prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**CITY OF PORT ORCHARD
DECLARATION OF OPTION FOR PERFORMANCE
BOND OR ADDITIONAL RETAINAGE**

(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS –RCW 39.08.010)

Note 1: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired, where applicable, by checking the appropriate space.

*Note 2: Regardless of choice under Section 2 of this form, the Contractor will be required to provide a warranty/maintenance bond **effective at project close out** prior to either release of the performance bond or release of the 10% retainage.*

1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, the Contractor elects to (select one):

(1) Furnish a performance bond in the amount of the total contract sum. An executed performance and payment bond on the required form is included with the executed contract documents.

(2) Have the City retain, in lieu of the performance and payment bonds, an additional 5% for a total of ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.



Contractor Signature, Date 5.7.24

Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2024 City of Port orchard Road Striping
PUBLIC WORKS PROJECT NO. PW2024-006**

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____,
(Principal) (Surety)

a _____ 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 _____ Dollars (\$ _____), 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 **2024 City of Port Orchard Road Striping** Project No. **PW2024-006** ("Project"). The initial penal sum shall equal 100 percent of the Total Bid Price, including 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, its heirs, executors, administrators, successors, or assigns:

- 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.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney’s fees, whether or not suit is commenced, in addition to the penal sum.

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 _____ day of _____, 20 ____.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
By _____	By _____
Printed Name and Title	Attorney in Fact (Attach Power of Attorney)
Name and address of local office of Agent and/or Surety Company:	_____

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

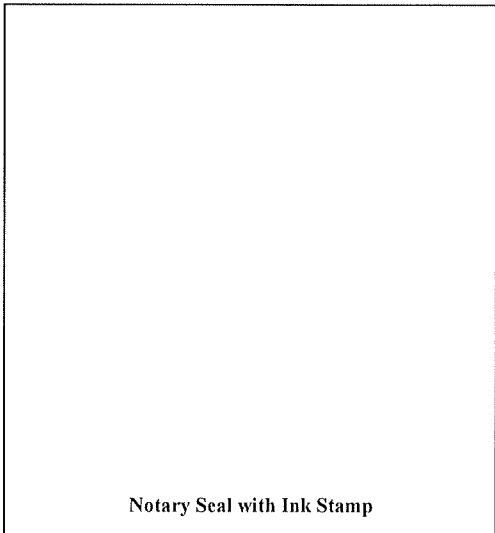
STATE OF _____)
) ss.
COUNTY OF _____)

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 (check one of the following boxes):

- _____ of _____, 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.



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

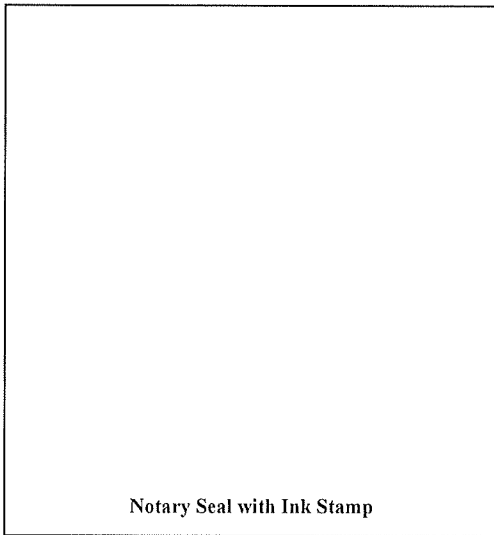
My Commission expires: _____

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.



Dated: _____

Print or type name _____

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

**CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND**

(Note: Before the Performance Bond (or the 10 percent Retainage if selected by Contractor) can be released, the City must receive the one (1) year Maintenance/Warranty Bond)

PROJECT #, PERMIT #, PW2024-006
CONTRACT # _____
SURETY BOND #: _____
DATE POSTED: _____
EXPIRATION DATE: _____

RE: Project Name: 2024 City of Port Orchard Road Striping
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% 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 twelve (12) 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 twelve (12) 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 twelve (12) 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 twelve (12) 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 shall leave the same in as good condition 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 twelve (12) 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

DEVELOPER/OWNER

(Signature must be notarized)

(Signature must be notarized)

By: _____

By: _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____

Date: _____

Its Public Works Director/

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 (he/she) 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: _____

APPENDIX A

During the performance of this Agreement, 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 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).

SCHEDULE OF CONTRACT PRICES

2024 CITY OF PORT ORCHARD ROAD STRIPING

Public Works Project No. PW2024-006

NOTE: If a discrepancy between the numerical Total Amount and the written (words) Total price is found, the written (words) Total price shall control.

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
Base Bid					
1	SPCC Plan	1	LS	\$ 750.00	\$ 750.00
<u>\$ Seven hundred fifty dollars, zero cents.</u> (Total Price in Words)					
2	Temporary traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
<u>\$ Ten thousand dollars, zero cents.</u> (Total Price in Words)					
3	4" Skip Stripe- White	24847	LF	\$ 0.12	\$ 2,981.64
<u>\$ Two thousand, nine hundred eighty-one dollars & sixty-four cents.</u> (Total Price in Words)					
4	4" Road Edge- White	185557	LF	\$ 0.10	\$ 18,555.70
<u>\$ Eighteen thousand five-hundred fifty-five dollars & seventy cents.</u> (Total Price in Words)					
5	8" Road Edge- White	32038	LF	\$ 0.45	\$ 14,417.10
<u>\$ Fourteen thousand, four-hundred seventeen dollars & ten cents.</u> (Total Price in Words)					
6	8" Turn Pocket- White	11240	LF	\$ 0.40	\$ 4,496.00
<u>\$ Four thousand four-hundred ninety-six dollars & zero cents.</u> (Total Price in Words)					
7	4" Skip Stripe- Yellow	16483	LF	\$ 0.15	\$ 2,472.45
<u>\$ Two thousand, four-hundred seventy-two dollars & forty-five cents.</u> (Total Price in Words)					
8	4" Double Solid- Yellow	123643	LF	\$ 0.30	\$ 37,092.90
<u>\$ Thirty-seven thousand ninety-two dollars & ninety cents</u> (Total Price in Words)					

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
9	4" Skip/Single Solid- Yellow	38917	LF	\$ 0.19	\$ 7,394.23
<u>\$ Seven-thousand three-hundred ninety-four dollars & twenty-three cents.</u> (Total Price in Words)					
10	Minor Change	5000	LS	1 5,000.00	\$ 5,000.00
<u>\$ Five Thousand dollars and zero cents</u> (Total Price in Words)					
Total Bid					\$ 103,160.02

SALES TAX

In accordance with Section 1-07.2(1) and DOR Rule 171, State Sales Tax: Work performed on City, County, or Federally-owned land, the Contractor shall include 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.

ACKNOWLEDGEMENTS
CITY OF PORT ORCHARD
2024 CITY OF PORT ORCHARD ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2024-006


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:

_____ 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 he/she 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: 4/29/2024
Printed Name and Title: Mark Price, President	Location or Place Executed (City, State): Tualatin, OR
Business Address: 11095 SW Industrial Way, Tualatin, OR 97062	Business Telephone: 503-885-0420

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). Any signature must be notarized below.

Public Agency Name:	City of Port Orchard
Roster Type:	Small Works Roster
Date:	04/08/2024
Time:	10:43 am
Main Category:	Roadway Construction, Repair, and Maintenance
Sub-Category:	Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings

- A&W Paving, Inc
- A.C.E. Improvements
- A 1 asphalt paving Inc
- AA Asphaltting LLC
- AAA Sweeping LLC
- Active Construction Inc.
- Agate Asphalt
- ALL STRIPES, LLC
- All Terrain Excavating LLC
- Altus Traffic Management LLC dba Statewide Safety Systems
- Arrow Concrete & Asphalt Specialties, LLC
- Asphalt Patch Systems Inc
- ATK Construction Inc.
- Bear Creek Asphalt Paving LLC
- Becker Blacktop LLC
- Benjamin Asphalt, Inc.
- Big Dawg Preservation and Properties, L.L.C.
- Black Hills Excavating Inc.
- C. Denney Construction
- CCT Construction, Inc
- Central Paving LLC
- Champion Specialty Services
- Coatings Northwest LLC
- CR Contracting

- DallumBuildCo, LLC
- Elbowgrease Group, LLC
- Extreme Excavation
- FORMA Construction Company
- FPH Construction, Inc.
- Gates Painting Co., LLC
- GEC NW, Inc.
- Glacier Works, LLC
- Global Contractors LLC
- grade werks excavating llc
- Granite Construction Company
- Grenlar Construction
- Hanson Excavation
- Hanson Tree Service LLC
- HCPA
- Hi Grade Asphalt & Seal Coat Inc
- Hot Mix Pavers, Inc.
- HUIZENGA ENTERPRISES LLC
- Inland Company
- Interwest Construction Inc.
- J A Morris Construction
- Jet City Striping
- Judha of Lion Landscaping and Services
- Key Peninsula Construction, LLC
- Lakeridge Paving Co., LLC
- Lakeside Industries, Inc - Port Angeles & Port Ludlow
- Lakeside Industries Inc. - Kent
- Legacy Construction
- Legionary Handyman, LLC

Liberty Asphalt Maintenance & Markings LLC

Liden Land Development & Excavation INC.

LSR Mobile Blasting

Matt Rychel

May Valley Excavation

McCann Construction Enterprises, Inc.

Merriman Contracting LLC

Mills General LLC

MITCH GRAY INC.

Molecular Inc

Mr. Asphalt and Sons LLC

Mt. View Locating Services, LLC

New X Inc

Nordland Construction Nw

Nordvind Company

North Fork Excavating Inc.

Northwest Asphalt, Inc.

Northwest Traffic, Inc.

NOVA Contracting, Inc

N P M Construction Co.

NW Construction General Contracting, Inc.

Nys Enterprises

Olson Brothers Excavating

PACIFIC COMMUNICATION SERVICES LLC

Pacific Surveying and Engineering Services

Pacific Tech Construction

Paintmaster Services Inc.

Pape & Sons Construction, Inc.

Parker Pacific Excavation

Pavement Markings Inc.

Pavement Surface Control

Pony Up Parking Lots, Inc

Precision Striping

PR Systems LLC

Puget Paving & Construction, Inc.

Purcell P & C, LLC

Quality Coating Enterprises

Quality Painting NW LLC

RailWorks Track Systems LLC

Rainier Asphalt and Concrete

Rainier Pressure Washing

Raptor Excavating and Contracting LLC

RAZZ Construction, Inc.

Reign City Services LLC

Road Products, LLC

ROGNLINS INC.

Russ Construction, LLC

SEALTECH ASPHALT, INC.

Simmons and Sons Contracting Inc

Simple Solutions

Smugglers Cove Flagging LLC

Sound Excavation, Inc.

Sound Pacific Construction, LLC

Specialized Pavement Marking, LLC

Stanley Patrick Striping

Starcon

Stateline LLC

Stripe Rite Inc

Stumpy Tree Service

Swofford Excavating

Sykos LLC

Talakai Construction,LLC

Tapani, Inc.

Tastad Construction Inc.

The Westsound Company

Tieton Construction

TKK,LLC

TMC Contractors LLC

Tony Lind Paving

Total Property Services

TRICO Companies, LLC

T Stone Construction LLC

Tucci & Sons, Inc.

UTILIGI

Valley Asphalt LLC

Vet Industrial Inc

Welwest Construction Inc.

Winters Family Construction

Wolfskillconstruction, llc



Agenda Staff Report

Agenda Item No.: Business Item 7F

Meeting Date: May 28, 2024

Subject: Adoption of a Resolution Approving a
Contract with Skillings, Inc. for
Construction Support Services

Prepared By: Denis Ryan
Public Works Director

Summary: The City of Port Orchard is experiencing record growth and to accommodate this growth the City has programmed multiple Public Works projects to move to construction in 2024. Due to limited staff resources, the City Public Works Department identified the need for contract expert construction support services, which area professional, non-Architectural and Engineering service, to provide support for the construction phase of planned roadway projects and associated utilities. The City determined these projects would be most efficiently and effectively delivered with the assistance of a consultant with the expertise and qualifications providing these services.

On April 16, 2024, pursuant to the City's Procurement Policies adopted as Resolution No. 073-23, as amended, the City's Public Works Department established a list of qualified consultants from the 2024 MRSC Consultant Roster (Roster) for the Main Category – Building, Structure and Roadway Improvement Services, Construction Management and Sub-Category – Federal, State, and Local Agency Permitting, Material Inspection & Testing, Project Management, Project Management Oversight. The City's Public Works Department selected seven (7) qualified consultants from the MRSC Roster and on April 18, 2024, prepared a Request for Proposals and sent it to the selected firms. On May 1, 2024, the City received one (1) proposal, from Skillings, Inc., by the 1:00 pm deadline for submittals. Staff reviewed the Statement of Qualifications submitted by Skillings, Inc., verified the submitted qualifications and licensing, and determined that Skillings, Inc. met the requirements and criteria for the services and was a qualified, responsible, and responsive consultant for the project. The parties negotiated the terms of a professional services agreement, consistent with the Request for Proposals, in an amount not to exceed \$150,000.

Recommendation: Staff recommends adoption of a Resolution, thereby approving and authorizing the Mayor to execute an Agreement with Skillings, Inc. for Construction Phase

Construction Phase Support Services in an amount not to exceed \$150,000 and documenting the Professional Services procurement procedures.

Relationship to Comprehensive Plan: Chapter 8 – Transportation

Motion for consideration: I move to adopt a Resolution approving and authorizing the Mayor to execute an Agreement with Skillings, Inc. for Construction Phase Contract Administration and in an amount of \$150,000 and documenting the Professional Services procurement procedures.

Fiscal Impact: Funds for this were not contemplated in the 2023-2024 budget, however dollars budgeted for salaries and benefits of vacant positions may be used to fund this. A Budget Amendment is required.

Alternatives: Do not authorize and provide alternate guidance.

Attachments: Resolution, Agreement, and Exhibits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH SKILLINGS, INC. FOR CONSTRUCTION PHASE SUPPORT SERVICES AND DOCUMENTING PROCUREMENT PROCEDURES

WHEREAS, the City of Port Orchard is experiencing record growth and as a result of this, construction on numerous Public Works Construction projects is scheduled for 2024; and

WHEREAS, due to limited staff resources, the City Public Works Department identified the need for contract expert construction support services (a professional, non-Architectural and Engineering service) to assist with the construction phase of programmed roadway projects and associated utilities; and

WHEREAS, on April 16, 2024, pursuant to the City's Procurement Policies adopted as Resolution No. 073-23, as amended, the City's Public Works Department established a list of qualified consultants from the 2024 MRSC Consultant Roster (Roster) for the Main Category – Building, Structure and Roadway Improvement Services, Construction Management and Sub-Category – Federal, State, and Local Agency Permitting, Material Inspection & Testing, Project Management, Project Management Oversight; and

WHEREAS, the City's Public Works Department selected seven (7) qualified consultants from the MRSC Roster and on April 18, 2024, prepared and sent, via email, a Request for Proposal to the selected firms; and

WHEREAS, on May 1, 2024, the City received one (1) proposal, from Skillings, Inc., by the 1:00 pm deadline;

WHEREAS, Staff reviewed the Statement of Qualification submitted by Skillings, Inc. and verified the qualifications and licensing set forth therein, and determined that Skillings, Inc. met the requirements and criteria for the services and was a qualified, responsible, and responsive consultant for the services in an amount not to exceed \$150,000;

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 an Agreement, in a form acceptable to the City Attorney, for professional services (non-Architectural and Engineering service), with Skillings, Inc. for Construction Phase Contract Administration in the amount of \$150,000.

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 Clerk in authentication of such passage this 28th day of May 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, City Clerk, MMC

Port Orchard Contract #: _____
Authorized Amount: \$150,000
Date Start: May 28, 2024
Date End: January 31, 2025

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and Skillings, Inc., (“Consultant”) organized under the laws of the State of Washington, located and doing business at 5016 Lacey Blvd, SE, Lacey WA 98503-5729 (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In addition, the Consultant shall perform such additional work as is assigned by the City. This Agreement does not obligate the City to assign any specific additional work or any additional work to the Consultant. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

- LUMP SUM.** Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$ _____.
- TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed **\$150,000** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
- TIME AND MATERIALS.** Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
- OTHER** _____

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such

work until the work meets the requirements of the Agreement. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on May 28, 2024 and ending January 31, 2025 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance

with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

Consultant 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 attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

The Consultant 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 Consultant, its agents, representatives, or employees.

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

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

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

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they 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 Consultant's insurance and shall not contribute with it.

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

E. *Verification of Coverage.* The Consultant 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 insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. *Suspension.* The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Non-waiver of Breach.

The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

22. Modification.

No waiver, alteration, 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 the Consultant.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
 City of Port Orchard
 216 Prospect Street
 Port Orchard, Washington 98366
Bwallace@cityofportorchard.us
 Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

PO Box 5080
Lacey, WA 98509
Phone No.: 360.491.3399
Email: Lacey, WA 98509

24. Resolution of Disputes; Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other Party.

25. Compliance with Laws.

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

26. Title VI.

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 insure that its contracts comply with these regulations.

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

A. *Compliance with Regulations.* The Consultant 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 Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant 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 Consultant of the Consultant's obligations under this Agreement 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.

D. *Information and Reports.* The Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

27. Counterparts.

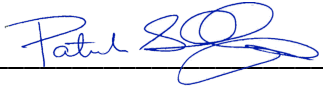
This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

By: 

Title: Patrick Skillings - Vice President

Date: 05/10/2024

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**PORT ORCHARD PUBLIC WORKS
MITCHELL-LINCOLN RAB AND POTTERY NON-MOTORIZED
PBR#17221-A
CONSTRUCTION CONTRACT MANAGEMENT**

May 9, 2024

INTRODUCTION:

The City of Port Orchard (Client) is requesting engineering services from Skillings, Inc. (Skillings) to provide construction contract administration (CCA) for the Mitchell-Lincoln Roundabout (RAB) Project (TIB #8-2-153(003)-1 and Pottery Non-motorized Improvements Project, both located in Port Orchard, Washington.

Construction support services shall follow the project Specifications and WSDOT Local Programs *Local Agency Guidelines (LAG) Manual*.

The following scope of services is based upon the assumptions outlined herein. Associated costs are detailed in EXHIBIT B-1

ASSUMPTIONS:

This Scope of Services is based upon certain assumptions and exclusions identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- Services will be performed in accordance with Project Specifications for each project and WSDOT's LAG Manual and Construction Manual. The staff-hours proposed by Skillings are an estimate only and are subject to change based on the actual construction schedule and working hours of the Contractor.
- Should the Client direct Skillings to not be on the project site for any reason, Skillings will not be responsible for performing any scope items listed under the corresponding tasks.
- Construction Surveying and claims support are excluded from this scope.
- Survey will be provided to verify that construction staking provided by others is within known City right of way.
- Skillings shall assume no responsibility for job site safety but will report to the Contractor and Client any observed public safety concerns.
- Skillings will endeavor to protect the Client against defects and deficiencies in the work of the Contractor but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, measurements, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor and any subcontractors.
- Construction contract duration of 70 working days for each project.
- 30 additional working days will be estimated to cover such items as preconstruction activities, non-chargeable working days when construction services are provided, and project closeout.
- There will be no work on Holidays as defined in the WSDOT Standard Specifications.
- Skillings shall be compensated for construction inspection and administrative work for each additional construction day added to construction contract days due to contractor delays and for additional contract days added due to extra work or change orders to construction contract.
- Skillings Contract time:

- 70 working days = 14 weeks
- Two weeks pre-construction effort
- Closeout efforts through 01/31/2025; estimated to include part-time effort for one month to facilitate punchlist and minimal time per month to aid in close-out documentation.
- Changes from these assumptions will be considered extra work and will be renegotiated as required, such as additional working days added to the contract time by change order(s).
- No services are provided for claim or dispute support unless requested by the Client as a contract change via a negotiated cost or time and materials agreement.
- Material Testing and geotechnical related work such as compaction tests, material gradation and testing sub-grade will be performed by HWA Geosciences. Skillings will coordinate these activities as needed.

REFERENCES:

Skillings shall perform services set forth in this Scope of Work on behalf of the Client using procedures specified by the Client and in conformance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement or as specified in the County's project documents.) adopted manuals which by reference, are made a part of this Agreement.

- Specifications for Mitchel-Lincoln RAB and Pottey Non-motorized projects.
Current (as of the date of execution of the agreement) versions of the following publications and manuals shall be applicable when specifically cited in the Project Specifications listed above or when required by state or federal funding authorities: *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
 - *Standard Specifications for Road, Bridge, and Municipal Construction*, published by the Washington State Department of Transportation (WSDOT)
 - *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT.
 - *Local Agency Guidelines (LAG Manual)*, published by WSDOT.
 - Port Orchard Standard Drawings
 - *Construction Manual*, published by WSDOT.

CHANGE MANAGEMENT:

This is a negotiated hourly rate contract with a not to exceed maximum. The levels of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 10 – Project Management

Project management and quality reviews will be on-going during the course of the project. The Project Manager will maintain communication with Skillings staff and Client, will monitor the project's scope, schedule, and budget, will coordinate, and communicate with staff, and other similar project management tasks.

Tasks:

1. Schedule, prepare for, and take part in up to 20 weekly communications with the Client.
2. Schedule, prepare for, and take part in the pre-construction conference and up to 14 weekly construction meetings as requested by the Client.
3. Skillings will prepare up to four (4) monthly billings with progress reports with earned value worksheets.

4. Supervise Skillings' field personnel assigned to the project.
5. QA/QC of all Contract documents and work effort, such as RFI's and Change Orders.

Deliverables:

- Document Client direction to Skillings.
- Monthly invoices with progress reports and earned value worksheets.

Task 20 – Construction Contract Management Support

Skillings will work closely with the Client to provide the appropriate staff to oversee the Contract, coordinate and negotiate with the Contractor, and prepare documentation of compliance with the Project Specifications, the LAG Manual, and Construction Manual. This effort will include the following elements:

Assumptions:

- Skillings will provide construction contract management for both the Lincoln-Mitchel RAB and Pottery Non-motorized improvements.
- Skillings will provide part-time inspections services across both construction contracts.

Tasks:

1. Pre-construction conference.
 - a. Participate in the pre-construction meeting.
2. Review and provide recommendations to Client on approval or denial of Contractor's submittals:
 - a. Shop drawings
 - b. Requests for Approval of Materials (RAMs)
3. Contractor coordination:
 - a. Respond to Contractor RFI's.
 - b. Respond to Contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions.
 - c. Liaison between the Contractor's management and the Client's management personnel, acting as the direct point of contact for both parties.
 - d. Review Record of Material and material testing results and advise the Contractor accordingly.
 - e. Prepare and review monthly pay estimates with the Contractor and provide recommendation to the Client for release of payment. Client will provide Skillings with an excel spreadsheet to enter paynotes, payments and weekly activities (Weekly Statement of Working Days).
 - f. Facilitate coordination between the Contractor, Client and project stakeholders regarding status and issues of construction activities.
4. Review, Inspectors Daily Reports (IDRs) prepared by the construction inspector daily to the client.
5. Review the Contractor's baseline project schedule, and:
 - a. Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.
 - b. Request and review periodic schedule updates submitted by the Contractor.
6. Attend up to 14 weekly construction meetings, prepare agenda, meeting minutes and distribute as needed.

Deliverables:

- Contractor's submittal reviews and recommendation to Client on approval

- Contractor coordination
- IDR review and approval
- Schedule review and update coordination
- Weekly construction meeting minutes
- Field visit notes

Task 30 – Field Inspection

Skillings shall provide on-site construction inspection services. These services will help minimize the risk of non-compliant workmanship by the Contractor. By providing inspection oversight, Skillings shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and Client any known public safety concerns in a timely manner.

Assumptions:

- Report to the Client immediately following the occurrence of any accidents on the site, any hazardous environmental conditions, or emergencies within the project limits.
- Provide full-time inspection tasks when Contractor is working.
- Skillings will not provide inspection services during pre-cast of crossing structure components.
- As-builts will be provided by the contractor; Skillings will maintain PDF documentation using Blue Beam. The information provided will be transferred to the original mylar plan set by the Client.

Skillings shall provide construction inspection services for the following elements:

Tasks:

1. Provide terrestrial digital photographs of:
 - a. existing conditions (pre-construction)
 - b. during the course of the construction
 - c. final (post construction)
 - d. Perform survey checks at tie-in points to Bethel & Lincoln roundabout.
3. Prepare Inspector's Daily Reports (IDRs) recording the contractor's operations performed for each day Skillings is on-site, logging:
 - a. Measurements for unit bid elements installed,
 - b. Log equipment including wildland firefighting equipment and staff present,
 - c. Weather conditions including Industrial Fire Protection Level, and
 - d. Any observed problems or construction issues.
4. Prepare Contract records for:
 - a. Daily Payment Notes,
 - b. Force Account Records
5. Contractor field coordination:
 - a. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.
 - b. Facilitate coordination with project stakeholders identified at the preconstruction conference.
 - c. Facilitate the Contractor's coordination of existing utilities within the project boundaries.
 - d. The Construction Inspector shall prepare and review monthly pay estimates with the Contractor and provide recommendations to the Client.
6. Prepare field records and documents in accordance with the Record of Materials (ROM).
 - a. Coordinate with Skillings' Office Engineer for changes and updates to the ROM.

- b. Review the Record of Materials (ROM) against the material testing results and advise the Contractor accordingly.
7. For each day Skillings is on site, monitor traffic control via photographs of traffic control set-up and work activities during the course of construction. Photographs will be in digital format and cataloged by date.
8. Monitor the Contractor's compliance with water quality permits, including collection of turbidity samples, and the requirements of the TESC and SPCC Plans, including the stream diversion plan
9. Attend weekly construction meetings.
10. Review the Contractor's construction record drawings on a weekly basis. Skillings Inspector will track and record field changes on drawings with Blue Beam and use this information to verify the Contractor's construction record drawings.
11. Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies (punch list).

Deliverables:

- Construction photographs
- IDRs
- Pay notes including force account
- Contractor field coordination
- RAM and ROM data
- Traffic control records
- Weekly construction planning meetings
- Record drawing coordination and Blue Beam updates

Task 40 – Change Order Management

In the event that project element change during construction, Skillings will provide

Tasks:

1. Skillings will prepare change order package for review and approval by Client, including:
 - a. Justification for Change Order
 - b. Description of Work
 - c. Independent Cost Estimate (ICE)
 - d. Change Order forms with:
 - i. Description of Work
 - ii. Materials to be used
 - iii. Construction methods
 - iv. Measurement
 - v. Payment
 - vi. Assist Client with price negotiations with Contractor.

Deliverable:

- Change Order Forms

END SCOPE OF SERVICES

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

**EXHIBIT B-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PORT ORCHARD PUBLIC WORKS MITCHELL-LINCOLN RAB AND POTTERY NON-MOTORIZED PBR#17221-A CONSTRUCTION CONTRACT MANAGEMENT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY INSTRUMENT PERSON 2	SURVEY FIELD TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
10	PROJECT MANAGEMENT								
1	Schedule, prepare for, and take part in up to 19 weekly communications with the Client.		10						
2	Schedule, prepare for, and take in the pre-construction conference and up to 14 weekly construction meetings as requested by the Client.		14						
3	Prepare up to 4 monthly billings with progress reports with earned value worksheets.		4						4
4	Supervise Skillings' field personnel assigned to the project.		16						
5	QA/QC of all Contract documents and work effort, such as RFIs and Change Orders.	8	16						
20	CONSTRUCTION MANAGEMENT								
	Construction Management		20					120	
1	Pre-construction conference:								
a	Schedule pre-construction conference, prepare agenda, and list of attendees.								
b	Participate in the pre-construction meeting.								
2	Review and provide recommendations to Client on approval or denial of Contractor's submittals:								
a	Shop drawings.								
b	Requests for Approval of Materials (RAMs).								
3	Contractor coordination:								
a	Respond to Contractor RFIs.								
b	Respond to Contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions.								

PORT ORCHARD PUBLIC WORKS MITCHELL-LINCOLN RAB AND POTTERY NON-MOTORIZED PBR#17221-A CONSTRUCTION CONTRACT MANAGEMENT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY INSTRUMENT PERSON 2	SURVEY FIELD TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
10	PROJECT MANAGEMENT								
c	Liaison between the Contractor's management and the Client's management personnel, acting as the direct point of contact for both parties.								
d	Review Record of Material and material testing results and advise the Contractor accordingly.								
e	Review monthly pay estimates with the Contractor and provide recommendation to the Client for release of payment.								
f	Facilitate coordination between the Contractor, Client, and project stakeholders regarding status and issues of construction activities.								
4	Review Inspectors Daily Reports (IDRs) prepared by the construction inspector daily to the Client.								
5	Review the Contractor's baseline project schedule, and:								
a	Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.								
b	Request and review periodic schedule updates submitted by the Contractor.								
6	Attend up to 14 weekly construction meetings, prepare agenda, meeting minutes, and distribute as needed.								
30	FIELD INSPECTION								
	Field Inspection							410	
1	Provide terrestrial digital photographs of:								
a	Existing conditions (pre-construction).								
b	During the course of the construction).								
c	Final (post construction).								
d	Perform survey checks			10	36	36	36		
2	Provide UAV (drone) aerial photography on a periodic basis.								

PROJECT NO 20155 CITY OF PORT ORCHARD BETHEL & LINCOLN ROUNDABOUT SUPPLEMENT NO. 2 BETHEL LINCOLN LUND ROUNDABOUT DESIGN MITCHELL ROUNDABOUT CONSTRUCTION SUPPORT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY INSTRUMENT PERSON 2	SURVEY FIELD TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
3	Prepare Inspector's Daily Reports (IDRs) recording the contractor's operations performed for each day Skillings is on site, logging:								
a	Measurements for unit bid elements installed.								
b	Log equipment including wildland firefighting equipment and staff present.								
c	Weather conditions including Industrial Protection Level.								
d	Any observed problems or construction issues.								
4	Prepare Contract records for:								
a	Daily Payment Notes.								
b	Force Account Records.								
5	Contractor field coordination:								
a	Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.								
b	Facilitate coordination with project stakeholders identified at the preconstruction conference.								
c	Facilitate the Contractor's coordination of existing utilities within the project boundaries.								
d	The Construction Inspector shall review monthly pay estimates with the Contractor and provide recommendations to the Client.								
6	Prepare field records and documents in accordance with the Record of Materials (ROM).								
a	Coordinate with Office Engineer for changes and updates to the ROM.								
b	Review the Record of Materials (ROM) against the material testing results and advise the Contractor accordingly.								

PROJECT NO 20155 CITY OF PORT ORCHARD BETHEL & LINCOLN ROUNDABOUT SUPPLEMENT NO. 2 BETHEL LINCOLN LUND ROUNDABOUT DESIGN MITCHELL ROUNDABOUT CONSTRUCTION SUPPORT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY INSTRUMENT PERSON 2	SURVEY FIELD TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
7	For each day Skillings Is on site, monitor traffic control via photographs of traffic control set-up and work activities during the course of construction. Photographs will be in digital format and cataloged by date.								
8	Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.								
9	Attend weekly construction meetings.								
10	Review the Contractor's construction record drawings on a weekly basis. Skillings' Inspector will track and record field changes on drawings with Blue Beam and use this information to verify the Contractor's construction record drawings.								
11	Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies (punch list).								
40	CHANGE ORDERS, MINOR CHANGES, AND FORCE ACCOUNT								
1	Skillings shall prepare change order packages for review and approval by the Client. This includes:		18						
a	Reason for change order.								
b	Description of work.								
c	An independent cost estimate (ICE).								
d	Change order forms with:								
	i. Description of work.								
	ii. Materials to be used.								
	III. Construction methods.								
	iv. Measurement.								
	v. Payment.								
e	For force account work, daily force account records.								
f	Assist Client with price negotiations with Contractor.								
	HOURS PER DISCIPLINE	8	98	10	36	36	36	530	4

**EXHIBIT B-2
CONSULTANT COST COMPUTATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
PRINCIPAL-IN-CHARGE	4	X	\$276.93	=	\$1,107.72
PROJECT MANAGER	98	X	\$248.44	=	\$24,347.58
SURVEY MANAGER	10	X	\$219.11	=	\$2,191.06
PROJECT SURVEYOR	36	X	\$174.07	=	\$6,266.50
SURVEY FIELD TECHNICIAN	36	X	\$87.03	=	\$3,133.25
INSPECTOR	510	X	\$163.00	=	\$83,130.00
PROJECT ADMINISTRATOR	4	X	\$153.50	=	\$613.99
Total Hours =	698				Total NHR = \$120,790.09
REIMBURSABLES:					
Mileage	6,282	X	\$0.670	=	\$4,208.94
Miscellaneous Expenses	\$0.00	X	10%	=	\$0.00
					Total Expenses= \$4,208.94
SUBCONSULTANT COST (See Exhibit E):					
Geotechnical	\$25,000.00	X	0%	=	\$25,000.00
					Total Subconsultants = \$25,000.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$149,999.03
MANAGEMENT RESERVE FUND:					
	SUB TOTAL =	\$149,999.03	X	=	MRF = \$0.00
GRAND TOTAL					
					GRAND TOTAL = \$149,999
PREPARED BY: <u>Patrick E, Skillings, PMP</u> DATE: <u>5/9/2023</u>					
REVIEWED BY: <u>Ian Lee, PE</u> DATE: <u>5/9/2023</u>					

EXHIBIT B-3
CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	InRoads Software	Month-No of years		\$950.00	\$0.00
15	Traffic Control	Estimated			\$0.00
		Total Miscellaneous Expenses			\$0.00
	Mileage	Per Mile	6282	0.670	\$4,208.94
		Total Expenses			\$4,208.94
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Patrick E. Skillings, PMP		Date: 05/09/2024			

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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).



Agenda Staff Report

Agenda Item No.: Business Item 7G

Meeting Date: May 28, 2024

Subject: Approval of a Purchase and Sale Agreement for Kitsap County Tax Parcel No. 4650-015-006-0007 for Additional Staffing Needs

Prepared By: Denis Ryan
Public Works Director

Summary: Due to the growth in City staffing to meet the needs of the City, the City Council authorized the purchase of an office building adjacent to the City’s Department of Community Development building in November 2023. The City executed a Purchase and Sale Agreement with the owners of Kitsap County Tax Parcel No. 4650-015-006-0007 at that time, but the sale was terminated by the sellers. Since that termination, the City has continued to pursue the transaction and has negotiated a second PSA, with a proposed expedited closing date of May 31, 2024.

Recommendation: Staff recommends Council authorize the Mayor to execute the Purchase and Sale Agreement and the maintenance of \$10,000 in earnest money, which was deposited last fall as a component of the earlier potential transaction and has been applied to this transaction.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor to execute the Purchase and Sale Agreement and all documents necessary to effectuate the purchase of Tax Parcel number 4650-015-006-0007, to authorize \$10,000 in earnest money, and to ratify all actions taken prior to this authorization but consistent therewith.

Fiscal Impact: The Council approved \$1.950 million for the purchase during the 2023-2024 Mid-Biennial Review Budget Amendment, and on December 19, 2023, adopted a Resolution declaring the intent to be reimbursed from future borrowing proceeds.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Purchase and Sale Agreement provided by City Attorney.



Agenda Staff Report

Agenda Item No.: Business Item 7H

Meeting Date: May 28, 2024

Subject: Approval of Amendment No. 5 to
Contract No. 048-23 with Lincoln
Construction, Inc. for the City Hall
Renovation Project

Prepared By: Denis Ryan
Public Works Director

Summary: The Port Orchard City Hall facility was constructed in 1999. Through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building. In 2020, following a competitively-bid selection process, a consultant was hired to determine the current and future needs of the building and to prepare a design for the needed building renovations. The result of the consultant’s work determined the need and proposed scope of the City Hall Renovations Project (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. 048-23 with Lincoln Construction, Inc. for the Project. Per delegated authority, the PW Director authorized Change Order No. 1, on October 11, 2023. Change Order No. 2 and Change Order No. 3 were approved by the City Council on December 12, 2023, and December 19, 2023, respectively. Change Order No. 4 was executed by the PW Director on March 5, 2024. These change orders collectively address issues that came to light as the project progressed.

Change Order No. 5 is to address identified issues with the light fixtures in the Police Evidence Room, necessary waterproofing of planter beds, the addition of privacy film to the restroom windows, and construction-related repairs to the Police stairwell. This change order will increase the contract, as amended, by \$136,783.49, for a new contract total of \$9,375,578.74 (applicable tax included).

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Change Order No. 5 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to increase the contract total, as amended, by \$136,783.49 for a new contract total of \$9,375,578.74 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 9: Capital Facilities

Motion for consideration: Motion for Consideration: I move to authorize the Mayor to execute Change Order No. 5 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to add an amount of \$136,783.49 for a new contract total of \$9,375,578.74 (applicable tax included).

Fiscal Impact: This is funded with limited tax general obligation (LTGO) bonds.

Alternatives: Do not approve and provide further guidance

Attachments: Change Order No. 5
Courtesy Copy of C048-23

CONTRACT

**CITY OF PORT ORCHARD
CITY HALL RENOVATIONS
CONTRACT NO. 048-23**

THIS CONTRACT ("Contract") is made and entered into this 23rd day of May, 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 Lincoln Construction, Inc., 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, **City Hall Renovations Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated May 2, 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 Project Manual, attached plans and specifications, and with the Port Orchard Municipal Code and the City's Public Works Standards. 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 – Confirmed copy of the Proposal made by the Contractor on May 2, 2023, including all attachments thereto, together with the Notice to Bidders/Instructions to Bidders.

Exhibit B – The Project Manual for the **City Hall Renovations Project**.

Exhibit C – Project Bid Set

Exhibit D – 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 **308 working days** after the Notice to Proceed Date.

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 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 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 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.

- **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.
- **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.
- **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

9,012,813.57 Dollars (\$ _____) with PHILADELPHIA INDEMNITY 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 \$5,000,000 each occurrence, \$10,000,000 general aggregate and a \$10,000,000 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.

CITY OF PORT ORCHARD

DocuSigned by:
By: Rob Putaansuu
3B96492E3F5847D...
Robert Putaansuu, Mayor

CONTRACTOR
By: [Signature]

Title: President

Address: 11803 101st Ave. E., Suite #201
Puyallup, WA 98373

ATTEST:

DocuSigned by:

Brandy Wallace

46A5A54BB000418

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

[Signature]

203701E25520457

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

CITY

NAME Lincoln Construction Inc
ADDRESS 11803 101 Ave Ct E Puyallup, WA 98373
TELEPHONE (253) 847.6414
Email jeff.tiegs@lincolnnw.com

NAME: Robert Putaansuu, Mayor
216 Prospect Street, Port Orchard, WA 98366
TELEPHONE: 360 876-4407
Email: CityClerk@portorchardwa.gov

With a copy to the City Clerk at the same address

PROPOSAL

**CITY OF PORT ORCHARD
CITY HALL RENOVATIONS PROJECT
PROJECT NO. PW2023-004**

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

Contractor: Lincoln Construction Inc

State License No.: LINCOCI156JH

Date: May 2, 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 has exercised their own judgment regarding the interpretation, of subsurface information and has utilized all data, which they believes 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 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 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, the Bidder 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 the Proposal, furnish all machinery, tools, apparatus and

Rev 3/18/22
City of Port Orchard
City Hall Renovations Project Project # PW2023-004

\$ 197,000 ⁰⁰/₁₀₀
(amount in numbers)

LUMP SUM BID ALTERNATE #2: Administration Offices

TWO HUNDRED AND ELEVEN THOUSAND ⁰⁰/₁₀₀ Dollars
(amount in words)

\$ 211,000 ⁰⁰/₁₀₀
(amount in numbers)

LUMP SUM BID ALTERNATE #3: Court Clerk Offices

ONE HUNDRED AND SEVEN THOUSAND ⁰⁰/₁₀₀ Dollars
(amount in words)

\$ 107,000 ⁰⁰/₁₀₀
(amount in numbers)

LUMP SUM BID ALTERNATE #4: Interior Finishes

ONE HUNDRED AND THIRTY ONE THOUSAND ⁰⁰/₁₀₀ Dollars
(amount in words)

\$ 131,000 ⁰⁰/₁₀₀
(amount in numbers)

TOTAL OF BASE BID AND ALL BID ALTERNATES

EIGHT MILLION TWO HUNDRED AND FORTY FIVE THOUSAND NINE HUNDRED AND FORTY ONE Dollars
(amount in words)

\$ 8,245,941
(amount in numbers)

UNIT PRICES FOR ALL ITEMS MUST BE SHOWN IN THE SPACES PROVIDED BELOW.

Unit price for the following: Material and labor for the removal of exterior sheathing and insulation. Installation of new insulation and exterior sheathing to match adjacent materials. The price is to be per square foot.

FOURTEEN DOLLARS : ⁰⁰/₁₀₀ Dollars
(amount in words)

\$ 14.⁰⁰
(amount in numbers)

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 Documents. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

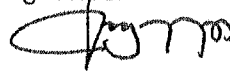
**CITY OF PORT ORCHARD
CITY HALL RENOVATIONS
PROJECT NO. PW2023-004**

1	4/19/2023	3	4/26/2023
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
2	4/21/2023		
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.

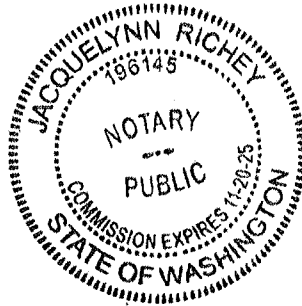
<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: May 2, 2023
Printed Name and Title: Jeff Tiegs, President	Location or Place Executed (City, State): Puyallup, WA
Business Address: 11803 101 Ave Ct E., Suite #201 Puyallup, WA 98373	Business Telephone: (253) 847.6414

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 Pierce)

I certify that I know or have satisfactory evidence that Jeff Tiegs signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the President (title) of Lincoln Construction Inc (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 2nd day of May, 2023.



Jeff Tiegs
Notary Public
Jacquelyn Richey
Printed Name

My Commission Expires:
11-20-25

EXHIBIT C

5% RETAINAGE INVESTMENT OPTION¹

Contractor: Lincoln Construction Inc

Project Name: City of Port Orchard City Hall Renovation

Date: _____ Project Number: _____

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: _____

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 circumstance.

RETAINAGE BOND INCLUDED

Contractor's Signature
President

Title

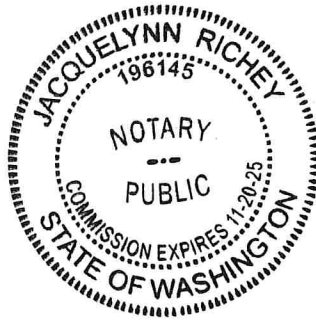
¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

FORM P-1 / NOTARY BLOCK

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Jeff Tiegs is the person who appeared before me, and said person acknowledged as the President of Lincoln Construction Inc 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: June 26, 2023
Jacquelyn Richey
Jacquelyn Richey
(print or type name)

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

My Commission expires: 11-20-25



Agenda Staff Report

Agenda Item No.: Business Item 7I

Meeting Date: May 28, 2024

Subject: Adoption of a Resolution Approving an Easement for Puget Sound Energy for Commercial Electric Facilities Work for the McCormick Woods Well 11 Site

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. Existing Wells 1 and 2 are scheduled to be decommissioned, and the City needs to improve Well 11 as it will be the sole drinking water source for the McCormick Woods well field. Project improvements will include an upgraded pump station, VFD, booster pumps, yard piping, tank restoration and setup for future water filtration system. On July 27, 2021, Port Orchard City Council adopted Ordinance No. 021-21 accepting a Pre-Construction loan with Washington State Department of Health (DOH), Office of Drinking Water funded with Drinking Water State Revolving Fund (DWSRF) funds and authorizing a contract (C054-21) with DOH for the loan, to begin the Project. The City was successful in obtaining further funding from DOH for the Project, and on April 26, 2022, the City Council adopted Ordinance No. 012-22, 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 final design and the construction of the multi-phased Project and approving the associated contract (C058-22) with DOH for the loan. The City Council authorized a contract with a design consultant to prepare the design for the Project. On August 8, 2023, the City Council approved a contract with JMG Constructors for the Construction of the Project.

The Project requires the installation of a Puget Sound Energy (PSE) Commercial 3 Phase Underground Line Extension and Convert Transformer into Handhole. The City Council authorized a Commercial Electric Facilities Contract for PSE’s required design and construction costs for the electrical improvements at its May 14, 2024, regular meeting. In order to perform the work set forth in the contract, the City must provide PSE with an easement across the City’s property “to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend” the utility systems associated with the Project.

Recommendation: Staff recommend approval of a Resolution authorizing an easement for these purposes to ensure completion of the Project.

Relationship to Comprehensive Plan: Chapter 7 - Utilities

Motion for consideration: I move to adopt a Resolution authorizing the grant of an easement to PSE for work associated with the McCormick Woods-Well No. 11 Site Improvement Project.

Fiscal Impact: There is no cost associated with this easement, as it is necessary for PSE to perform the services identified in the Commercial Electric Facilities Contract for the Project.

Alternatives: Do not approve the resolution and provide alternative guidance.

Attachments: Resolution and Easement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT TO PUGET SOUND ENERGY FOR THE MCCORMICK WOODS-WELL NO. 11 SITE IMPROVEMENT PROJECT

WHEREAS, the McCormick Woods-Well No. 11 Site Improvement Project (the “Project”) has been identified as a priority task for the City of Port Orchard’s Public Works Department; and

WHEREAS, on July 27, 2021, Port Orchard City Council adopted Ordinance No 021-21 accepting a Pre-Construction loan from the Drinking Water State Revolving Fund (DWSRF), as managed by the Washington State Department of Health (DOH), Office of Drinking Water to begin design of the Project; and

WHEREAS, on April 26, 2022, the Port Orchard City Council adopted Ordinance No. 012-22, 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 continuation of the design and the construction of the multi-phased Project; and

WHEREAS, on August 8, 2023, pursuant to the City’s Procurement Policies and Procedures, as amended, at Section 5 Bid Procedures, the City selected JMG Constructors for construction of the Project and the City Council approved a contract for that work; and

WHEREAS, the Project requires the installation of a Puget Sound Energy (PSE) Commercial 3 Phase Underground Line Extension and Convert Transformer into Handhole to meet the power requirements of the Project, and PSE, as the utility provider for this region; and

WHEREAS, the City Council authorized a Commercial Electric Facilities Contract for the necessary work by PSE to design and construct the required electrical improvements; and

WHEREAS, the City Council finds it is in the best interests of the City in order to facilitate the Project to grant an easement to PSE across the City’s property for the installation and maintenance of the necessary utilities; 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 or designee to execute an easement in a form that is acceptable to the City Attorney with Puget Sound Energy for the McCormick

Woods-Well No 11 Site improvement Project. The Mayor is authorized to take all actions necessary consistent with this authorization to effectuate this approval.

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 28th day of May 2024.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, City Clerk, MMC

RETURN ADDRESS:
Puget Sound Energy, Inc.
ROW Department / MK
3130 South 38th Street
Tacoma, WA 98409



EASEMENT

REFERENCE #: N/A
GRANTOR: CITY OF PORT ORCHARD
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE ¼ SW ¼ 04-23N-01E & NE ¼ NW ¼ 09-23N-01E
ASSESSOR'S TAX #: 092301-2-002-2003

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF PORT ORCHARD**, a Washington municipal corporation ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in **KITSAP** County, Washington (the "Property"):

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 89°10'02" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 225.94 FEET; THENCE SOUTH 0°49'58" WEST A DISTANCE OF 23.86 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS SOUTH; THENCE EASTERLY, SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 180°00'00" A DISTANCE OF 314.16 FEET; THENCE WEST A DISTANCE OF 75.30 FEET TO A POINT OF CURVE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 132°30'11" A DISTANCE OF 231.26 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 26°03'20" EAST; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 278°58'27" A DISTANCE OF 486.90 FEET; THENCE EAST A DISTANCE OF 23.21 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") described as follows:

EASEMENT NO. 1: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT NO. 2: AN EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO EASEMENT AREA NO. 1. THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 1 FEET IN WIDTH (FOR A TOTAL WIDTH OF 11 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 2 FEET FROM EACH END OF THE AS-BUILT VAULT(S).

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area and in the immediate area adjacent to the Anchor, guy-wire or pole. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.



1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Chang	Present
Councilmember Diener	Present
Councilmember Fenton	Present
Councilmember Morrissey	Present
Councilmember Rosapepe	Present via Zoom
Councilmember Trenary	Present
Councilmember Worden	Absent
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Community Development Director Bond, HR Manager Lund, Police Chief Brown, City Attorney Archer, and Deputy City Clerk Floyd.

Staff present via Zoom: Finance Director Crocker.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:22)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 00:42)

MOTION: By Councilmember Trenary, seconded by Councilmember Diener, to add a Resolution authorizing the City to apply for a Recreation Conservation Office Grant for the Orchard Street Plaza Project to Business Items.

The motion carried.

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to approve the agenda as modified.

The motion carried.

3. CITIZENS COMMENTS ON AGENDA ITEMS (Time Stamp 02:00)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 02:27)

- A. Approval of Voucher Nos. 87592 through 87638 including bank drafts in the amount of \$677,776.45 and EFT's in the amount of \$197,769.83 totaling \$875,546.28.
- B. Approval of Payroll Check Nos. 87584 through 87591 including bank drafts and EFT's in the amount of \$264,296.19 and Direct Deposits in the amount of \$257,301.89 totaling \$521,598.08.
- C. Adoption of a Resolution Confirming Mayoral Appointment to the Planning Commission **(Resolution No. 022-24)**
- D. Approval to Accept a Special Event Application and Waive the Submittal Timeline: Port Orchard Night Market
- E. Approval of the April 12, 2024, City Council Retreat Minutes
- F. Excusal of Councilmember Worden for Personal Obligation

MOTION: By Councilmember Diener, seconded by Councilmember Morrissey, to approve the Consent Agenda as presented.

The motion carried.

5. PRESENTATION

A. Introducing the Fathoms O' Fun 2024 Royalty Court (Time Stamp 02:59)

Helene Jensen introduced the 2024 Fathoms O' Fun Royalty Court.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Amending POMC 13.06 Pertaining to Storm Drainage Services Charges and Capital Facilities Charges (Time Stamp 08:20)

MOTION: By Councilmember Morrissey, seconded by Councilmember Trenary, 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.

The motion moved. Councilmember Fenton voted no. (Ordinance No. 005-24)

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 (Time Stamp 18:35)

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, 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).

The motion carried.

(Resolution No. 023-24 and Contract No. 036-24)

C. Approval of Change Order No. 1 to Contract No. 063-23 with JMG Constructors, Inc. for the McCormick Woods-Well 11 Site Improvements (Time Stamp 22:25)

MOTION: By Councilmember Diener, seconded by Councilmember Fenton, 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).

The motion carried.

D. Approval of a Memorandum of Understanding with the Teamsters Representing Municipal Court Employees Regarding Part-time Employee Benefits (Time Stamp 28:18)

MOTION: By Councilmember Diener, seconded by Councilmember Morrissey, to authorize the Mayor to sign an agreement with the Teamsters representing the Municipal Court Employees regarding part-time employee benefits.

The motion carried.

E. Resolution Authorizing the City to Apply for a Recreation Conservation Office Grant for the Orchard Street Plaza Project (Time Stamp 31:22)

MOTION: By Councilmember Trenary, seconded by Councilmember Diener, to adopt a resolution authorizing the City's application for RCO grant funding for the RCO WWRP – Water Access Port Orchard Marina Plaza project and for the Mayor to sign all necessary forms to effectuate the application

The motion carried.

(Resolution No. 021-24)

8. DISCUSSION ITEMS (No Action to be Taken)

A. Retreat Outcomes (Time Stamp 34:44)

Mayor Putaansuu provided an update of items addressed during the Council Retreat which included parliamentary training, employment and updating current staff duties, traffic impact study, municipal code updates, guiding principles for Council meetings, Myhre's building, 1406 funds, road cleanup program, and public library property.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp 44:24)

Councilmember Trenary reported on the April 16th Finance Committee meeting.

Councilmember Diener reported on the April 23rd Transportation Committee meeting.

10. REPORT OF THE MAYOR

There was no report of the Mayor.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 52:37)

Public Works Director Ryan reported on the final cost of the change order for the Marina Pump Station.

HR Manager Lund reported on employment and staff time involved with recruitment.

Community Development Director Bond reported on the upcoming 2024 Comprehensive Plan Update Land Use Workshop on May 9th at City Hall.

City Attorney Archer reported on the Grants Pass matter and a newer case regarding social media.

Police Chief Brown reported on new hires, and they are seeking a grant with the Gig Harbor police department for health and lifestyle assessments.

Finance Director Crocker encouraged everyone to watch the April 16th Finance Committee video of when a presentation was given by IT Manager Dunham.

Mayor Putaansuu spoke about the upcoming April 27th Community Service Day, and mentioned he attended a Civics Bee which was held at City Hall.

12. CITIZEN COMMENTS ON ANY ITEM (Time Stamp 1:15:18)

Shannon Turner, Vice President of the NAACP for the Kitsap County area, spoke about diversity, equity, and inclusion, noting it is important as leaders to continue with that discussion. He also urged Council to attend one of their meetings.

13. EXECUTIVE SESSION

There was no executive session.

14. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:19:31)

Councilmember Rosapepe said he appreciates the City having a bicycle helmet law, especially for the youth, and he spoke about the retail space currently under construction in the McCormick Woods area.

Councilmember Morrissey spoke about the construction underway in the McCormick Woods area, and shelter needs for the unhoused.

Mayor Putaansuu discussed middle housing and said he is excited to see this happening.

Councilmember Trenary urged everyone to slow down and have patience during all the construction happening in Port Orchard.

15. ADJOURNMENT

MOTION: By Councilmember Morrissey, seconded by Councilmember Fenton, to adjourn the meeting.

The motion carried.

The meeting adjourned at 7:54 p.m. No other action was taken. Audio/Visual was successful.

Jenine Floyd, CMC, Deputy City Clerk

Robert Putaansuu, Mayor



Agenda Staff Report

Agenda Item No.: Discussion Item 8A

Meeting Date: May 28, 2024

Subject: Guiding Principles

Prepared By: Brandy Wallace, MMC
City Clerk

Summary: At the May 18, 2018, Council retreat, the City Council developed Guiding Principles to help aid in the decision making and priority processing when considering Budget priorities.

Then on April 23, 2021, the Council revisited them at their retreat. It was discussed and it was agreed to make modifications, by removing one and adding another.

At the May 14, 2024, City Council meeting, the Council discussed the current guiding principles. The following are the recommended changes:

- ***Are we raising the bar in all of our actions?***
- ***Are we honoring the past, but not living in the past?***
- ***Are we building positive connections with our community and outside partners?***
- ***Is the decision-making process building a diverse, equitable, and inclusive community?***

This item is open for further discussion.

Relationship to Comprehensive Plan: N/A

Recommendation: N/A

Fiscal Impact: N/A

Alternatives: Provide new language or keep the current

Attachments: None.