



City of Port Orchard Council Meeting Agenda
January 22, 2019
6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby (Mayor Pro-Tem)
Chair: ED/Tourism/LT Committee
Staff: Development Director
Finance Committee
KRCC / PSRC TransPol / KRCC TransPol
KRCC PlanPol-alt / PRTPO

Shawn Cucciardi
Finance Committee
Land Use Committee
PSRC EDD-alt

Fred Chang
Utilities Committee
Sewer Advisory Committee (SAC)
Staff: Public Works Director

Jay Rosapepe
ED/Tourism/LT Committee
Utilities Committee
Chair: Lodging Tax Committee
Sewer Advisory Committee (SAC)
KRCC-alt / KRCC TransPol-alt
Kitsap Transit-alt

John Clauson
Chair: Finance Committee
Staff: Finance Director
Kitsap Public Health District-alt
KEDA/KADA-alt

Cindy Lucarelli
Chair: Utilities and SAC Committee
Staff: Public Works Director
Chair: Chimes and Lights Committee
Staff: City Clerk
KEDA/KADA

Scott Diener
Chair: Land Use Committee
Staff: Development Director
ED/Tourism/LT Committee

Department Directors:
Nicholas Bond, AICP
Development Director

Mark Dorsey, P.E.
Director of Public Works/City Engineer

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Geoffrey Marti
Police Chief

Brandy Rinearson, MMC, CPRO
City Clerk

Contact us:

216 Prospect Street
Port Orchard, WA 98366
(360) 876-4407

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Checks and Payroll

B. Excusal of Councilmember Cucciardi Due to Business Obligations

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

A. Adoption of an Ordinance Ratifying the Collective Bargaining Agreement with Teamsters Local No. 589 Representing the Police Support Staff Employees (Howard) *Page 3*

B. Adoption of an Ordinance to Waive Utility Late Fees and Penalties and to Make Alternative Utility Payment Arrangements (Crocker) *Page 7*

C. Adoption of a Resolution Approving the Revised Salary for the Recruitment of a New Police Chief (Howard) *Page 11*

D. Adoption of a Resolution Approving an Interlocal Agreement with the Port of Bremerton for Human Resource Services (Howard) *Page 15*

E. Adoption of a Resolution Approving a Contract with Neptune Marine LLC for the Rockwell Pocket Park Improvement Project and Document Procurement Procedures (Dorsey) *Page 25*

F. Approval of the January 8, 2019, Council Meeting Minutes *Page 49*

8. REPORTS OF COUNCIL COMMITTEES

9. REPORT OF MAYOR

10. REPORT OF DEPARTMENT HEADS

11. CITIZEN COMMENTS

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record)*

12. 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.

13. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Finance	TBD	City Hall
Economic Development and Tourism	February 11, 2019; 9:30am	City Hall
Utilities	February 27, 2019; 9:30am	City Hall
Sewer Advisory	January 16, 2019; 6:30pm	City Hall
Land Use	January 28, 2019; 9:30am	DCD*
Lodging Tax Advisory	TBD	City Hall
Festival of Chimes & Lights	February 27, 2019; 3:30pm	City Hall
Outside Agency Committees	Varies	Varies

*DCD, Department of Community Development, 720 Prospect Street, Port Orchard

CITY COUNCIL GOOD OF THE ORDER

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.

Meeting materials are available on the City's website at: www.cityofportorchard.us or by contacting the City Clerk's office at (360) 876-4407.

The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk's office should you need special accommodations.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>January 22, 2019</u>
Subject:	<u>Adoption of an Ordinance Ratifying the</u>	Prepared by:	<u>Noah Crocker</u>
	<u>Collective Bargaining Agreement with</u>		<u>Finance Director</u>
	<u>Teamsters Local No. 589 Representing the</u>	Atty Routing No.:	<u>NA</u>
	<u>Police Support Staff Employees</u>	Atty Review Date:	<u>NA</u>

Summary: The City’s negotiating team consisting of City Attorney Sharon Cates, Mayor Robert Putaansuu, City Finance Director Noah Crocker, Police Chief Geoff Marti, and HR Coordinator Deborah Howard has reached a tentative agreement with Teamsters Local No. 589 representing the City’s Police Support Staff Employees. The Agreement has been ratified by the Police Support Staff Employees’ bargaining unit. The Agreement is not a public document until approved by the Council and signed by the parties and is therefore not attached to this staff report.

Recommendation: The City’s negotiating team recommends that the City Council ratify the Collective Bargaining Agreement and authorize the Mayor to execute the Agreement.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance ratifying the terms of the Collective Bargaining Agreement with the Teamsters Local 589 representing the Police Support Staff Employees’ bargaining unit and authorize the Mayor to execute the same.

Fiscal Impact: The fiscal impact is consistent with the 2019-2020 biennial budget.

Alternatives: Decline to ratify the Agreement.

Attachments: Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL NO. 589 REPRESENTING THE POLICE SUPPORT STAFF EMPLOYEES; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City's Police Support Staff Employees are represented by Teamsters Local No. 589 (the "Teamsters"); and

WHEREAS, the current Collective Bargaining Agreement with the Teamsters expired on December 31, 2018; and

WHEREAS, the City's negotiating team has reached a tentative Agreement with the Teamsters for a new three (3) year contract and the City's negotiating team has recommended that the Council ratify the tentative Agreement; and

WHEREAS, the Police Support Staff Employees have ratified the Agreement; and

WHEREAS, the Council has reviewed the proposed Collective Bargaining Agreement and finds it is in the best interests of the City and its employees to ratify the Agreement; now, therefore;

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

SECTION 1. The City Council hereby ratifies the tentative Collective Bargaining Agreement reached between the negotiating teams for the Teamsters representing the Police Support Staff Employees and the City as attached hereto as Exhibit A, and the Mayor is hereby authorized to execute the same.

SECTION 2. 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 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 4. 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 22nd day of January 2019.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of an Ordinance to Waive Utility
Late Fees and Penalties and to Make
Alternative Utility Payment Arrangements

Meeting Date: January 22, 2019
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: From time to time, customers have requested some flexibility regarding the payment of utility late fees and penalties. Customers have presented some circumstances which might warrant consideration for flexibility for the finance department to address payment issues for customers.

Currently there is no authority for the Finance Director to waive late fees and penalties for customers for any circumstance other than an error or mistake on the City's part. From time to time, circumstances arise in which customers may be late on a payment. The Finance Department has received requests to waive the utility late fees due to these unforeseen circumstances.

The proposed policy identifies limited circumstances in which a customer could qualify for a waiver of late fees and penalties, or to make alternative payment arrangements.

At the January 15, 2019 City Council study session, the Finance Director provided the City Council with information regarding the proposed ordinance and overview of the policy direction. Council deliberated and provided comments and requested the policy be brought forward.

Recommendation: The Finance Department recommends adoption of the proposed Ordinance, which adds two new sections to the Port Orchard Municipal Code to delegate authority to the Finance Director to waive utility late fees, penalties, and/or disconnection charges, and to make alternative utility payment arrangements under the listed criteria.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt an ordinance delegating authority to the Finance director to waive utility late fees, penalties, and/or disconnection charges, and to make alternative utility payment arrangements in accordance with the listed criteria, as presented."

Fiscal Impact: N/A

Alternatives: Do not approve Ordinance and provide alternative guidance.

Attachment: Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADDING NEW SECTIONS 13.04.056 (“WAIVER AUTHORITY”) AND 13.06.121 (“WAIVER AUTHORITY”) TO THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to provide flexibility and delegate authority to the Finance Director to make arrangements with utility customers relating to the payment of utility fees and penalties; and

WHEREAS, it is in the best interests of the City to authorize the Finance Director, or his/her designee, to waive utility late fees, penalties, and disconnection charges, and to make alternative utility payment arrangements under the following conditions:

- (a) Where a utility account has been active for a minimum of 12 months; and
- (b) Where a utility account has not been delinquent in the previous 12 months; or
- (c) Where a utility account has met the requirements of both (a) and (b), above, and the utility customer has made arrangements with the City, prior to the date the billing is due, for deferral of the payment of the bill or other payment arrangements; now, therefore,

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

SECTION 1. A new section 13.04.056 shall be added to the Port Orchard Municipal Code, which shall read as follows:

**Chapter 13.04.056
WAIVER AUTHORITY**

The Finance Director, or his/her designee, at his/her discretion, shall have the authority to waive utility late fees, penalties, and/or disconnection charges, and to make alternative utility payment arrangements under the following conditions:

- (1) Where a utility account has been active for a minimum of 12 months; and
- (2) Where a utility account has not been delinquent in the previous 12 months; or
- (3) Where a utility account has met the requirements of both (a) and (b), above, and the utility customer has made arrangements with the City, prior to the date the billing is due, for deferral of the payment of the bill or other payment arrangements.

SECTION 2. A new section 13.06.121 shall be added to the Port Orchard Municipal Code, which shall read as follows:

**Chapter 13.06.121
WAIVER AUTHORITY**

The Finance Director, or his/her designee, at his/her discretion, shall have the authority to waive utility late fees, penalties, and/or disconnection charges, and to make alternative utility payment arrangements under the following conditions:

- (1) Where a utility account has been active for a minimum of 12 months; and
- (2) Where a utility account has not been delinquent in the previous 12 months; or
- (3) Where a utility account has met the requirements of both (a) and (b), above, and the utility customer has made arrangements with the City, prior to the date the billing is due, for deferral of the payment of the bill or other payment arrangements.

SECTION 3. 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 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 5. 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 22nd day of January 2019.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>January 22, 2019</u>
Subject:	<u>Adoption of a Resolution Approving the</u>	Prepared by:	<u>Deborah Howard</u>
	<u>Revised Salary for the Recruitment of a</u>		<u>HR Coordinator</u>
	<u>New Police Chief</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: The Mayor informed the City Council at the January 15, 2019 Work Study meeting that the City has begun a recruitment process for a new Police Chief with the retirement of the current Police Chief in 2019. The Mayor also informed the Council that the top step of the salary should be increased in the recruitment of a new Police Chief. The Mayor and the HR Coordinator met with a recruitment consultant with the Washington State Association of Sheriffs and City Chiefs on May 10, 2019, who recommended in order to recruit a larger pool of qualified candidates for the Police Chief, the top step of the salary should be \$155,000.00 annually. It is to the benefit of the City to maintain a standard of excellent in the leadership of our Police Department and the Council agreed to move forward with this increase. After the recruitment process is completed a revised salary schedule will be brought forward in the form of an Ordinance.

Recommendation: Staff recommends that the City Council adopt a resolution approving the revised salary of \$155,000 for the recruitment of a new Police Chief.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution, approving the revised salary of \$155,000 for the recruitment of a new Police Chief. There on, as presented.

Fiscal Impact: A budget amendment will be required for the wage and benefits of this position.

Alternatives: Not approve this request.

Attachments: Resolution.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE REVISED INCREASED SALARY FOR THE RECRUITMENT OF A NEW POLICE CHIEF.

WHEREAS, it is necessary for the city to periodically review the duties and responsibilities of all employment positions; and

WHEREAS, in an effort to recruit qualified experienced candidates for the City of Port Orchard's Police Chief; and

WHEREAS, through the recommendation of the recruitment consultant with the Washington Association of Sheriffs and City Chiefs, it was determined an increase in salary for the recruitment of a new Police Chief is warranted to benefit the City in recruiting a greater pool of qualified candidates for the position of Police Chief; and

WHEREAS, the revised increased salary of \$155,000.00 for the recruitment of a Police Chief is respectfully submitted with a recommendation for approval; now, therefore,

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

THAT: The Port Orchard City Council approves the revised increased salary of \$155,000.00 in an effort to recruit a greater qualified pool of candidates for the City of Port Orchard's Police Chief.

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 this 22nd day of January 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

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City of Port Orchard

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>January 22, 2019</u>
Subject:	<u>Adoption of a Resolution Approving an</u>	Prepared by:	<u>Deborah Howard</u>
	<u>Interlocal Agreement with the Port of</u>		<u>HR Coordinator</u>
	<u>Bremerton for Human Resource Services</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: The Port of Bremerton contacted the City in need of temporary services in order to serve their present human resources needs. The Port was contracting out for human resource services which cannot be fulfilled at this time. RCW Chapter 39.34 authorizes municipal corporations, including public districts, to enter into cooperative agreements and contracts with one another for the provision of services. An interlocal agreement between both the City and the Port would provide temporary services to the Port in the development, coordination and implementation of effective human resources services on a 10-12 hour a month basis by the City’s HR Coordinator. For consideration of these services the Port shall pay the City \$800 per month. The term of this Agreement shall commence on approval and continue through April 30, 2019.

Recommendation: Staff recommends Council adopt a resolution authorizing the Mayor to execute an interlocal agreement between the Port of Bremerton and the City of Port Orchard for temporary human resource services.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute an interlocal agreement between the Port of Bremerton and the City of Port Orchard for temporary human resource services.

Fiscal Impact: None.

Alternatives: Not approve this request.

Attachment: Resolution and Interlocal Agreement.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND THE PORT OF
BREMERTON FOR TEMPORARY HUMAN RESOURCE SERVICES.**

WHEREAS, RCW Chapter 39.34 authorizes municipal corporations, including public districts, to enter into cooperative agreements and contracts with one another for the provision of services; and

WHEREAS, the Port of Bremerton is in need of temporary services in order to serve their present human resources needs; and

WHEREAS, the City of Port Orchard has a Human Resources Coordinator with sufficient qualifications to provide those services to the Port of Bremerton; now, therefore;

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

THAT: The City Council agrees to enter into the attached, Exhibit A, interlocal agreement between the City of Port Orchard and the Port of Bremerton, which is scheduled to terminate on April 30, 2019.

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 this 22nd day of January 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

INTERLOCAL AGREEMENT FOR HUMAN RESOURCES

This Agreement ("Agreement") is made and entered into by and between the Port of Bremerton ("Port") and the City of Port Orchard ("City") (hereinafter collectively referred to as the "Parties") pursuant to Chapter 39.34 RCW.

WITNESSETH:

WHEREAS, RCW Chapter 39.34 authorizes municipal corporations, including public districts, to enter into cooperative agreements and contracts with one another for the provision of services; and

WHEREAS, the Port is in need of temporary services in order to serve their present human resources needs; and

WHEREAS, the City of Port Orchard has a Human Resources Coordinator with sufficient qualifications to provide those services to the Port; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Port of Bremerton and the City of Port Orchard agree as follows:

1. Purpose - The purpose of this Agreement is to authorize the City to provide services to the Port in the development, coordination and implementation of effective human resources services ("Services") in exchange for consideration under the following terms and conditions.
2. Designated Representatives - A representative for each party shall be designated with regard to each party's respective Service needs, and all other matters pertaining to the Services provided pursuant to this Agreement. Such designees shall serve as the point of contact for the Parties and the Human Resources Coordinator.
3. Services - The City shall cause its Human Resources Coordinator to deliver the human resources (the "Services") outlined on Attachment A to the Port pursuant to applicable federal, state and local laws, codes, rules and regulations. It shall be the responsibility of the Port to purchase, implement and maintain any necessary materials i.e. software and licenses compatible with the human resources systems as monitored by the Human Resources Coordinator as necessary to complete the Services.
4. Oversight - The Human Resources Coordinator shall be considered an employee of the City for all purposes and shall not be under the control or supervision of the Port.

5. Scope and Quality of Services - The Port shall coordinate with the City so that the Port may provide input to the City about the scope and quality of the Services provided hereunder and projected future needs. The City shall take reasonable care to ensure that the Services meet the Port's satisfaction; provided, however, that the Human Resources Coordinator shall remain subject only to the City's performance review process and personnel policies.
6. Relationship Between the Parties - The relationship between the Port and the City or the City's Human Resources Coordinator shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Consideration - For and in consideration of the Services listed in Attachment A, the Port shall pay the City \$800 per month.
8. Payment - The City shall invoice the Port monthly, with the first payment being due January 31, 2019. All payments shall be remitted within thirty (30) calendar days to: City of Port Orchard, Attention: Accounts Payable, 216 Prospect St. Port Orchard, WA 98366
9. Term - The term of this Agreement shall commence on the Effective Date and continue through April 30, 2019.
10. Termination of Agreement With Cause - If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide the other Party with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate no earlier than fourteen (14) days after such notice.
11. Termination of Employee - As the employer of the Human Resources Coordinator, the City, at its sole discretion, may terminate the Human Resources Coordinator. Upon any termination of the Human Resources Coordinator, the Parties' respective obligations under this Agreement shall be end as of the effective date of termination.
12. Conflict - The City shall maintain a calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Human Resources Coordinator from attending meetings at the request of the Port. In the event of a scheduling conflict, the Port shall inform the City so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts

that may affect the Port's access to the Services.

13. Access to the Services - The Parties acknowledge that the Services provided under this Agreement are equally available to all signatories hereto. The City agrees that the Human Resources Coordinator employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
14. Liability - The City shall offer the Services to the Port in an advisory role, and all decision-making authority remains entirely vested in the Port. To the extent permitted by Washington law, the Port shall hold harmless the City, and its members, directors, agents and employees, including the City's Human Resources Coordinator, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of the City or its members, directors, agents and employees.
15. Governing Law and Venue - This Agreement shall be exclusively governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Kitsap County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.
16. Entire Agreement - This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding. This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all Parties.
17. Effective Date - This Agreement shall not be binding upon the Parties until it has been properly approved by the Port and the City and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of the date of signing on January 8, 2019.
19. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement.

20. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
21. No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
22. Ownership of Property. Any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
23. No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the Port. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.
24. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
25. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
26. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.
27. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
28. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Port of Bremerton

City of Port Orchard



Jim Rothlin
CEO

Robert Putannsuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sharon Cates, City Attorney

Services to be provided - The HR Coordinator shall provide human resources services (Services) on a 10-12 hour a month basis to the Port which may include, at the Port's request, any of the following services:

- Provide human resources services in employment processing, records management, employee relations and retention, EEO compliance, and labor relations.
- Support management by providing human resources advice, counsel, and decisions; analyzing information and applications.
- Guide management and employee actions by updating policies, procedures, methods, and guidelines; communicating and enforcing organization values.
- Comply with federal, state, and local legal requirements by keeping informed of existing and new legislation; anticipating legislation; enforcing adherence to requirements; advising management on needed actions.

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Agenda Staff Report

Agenda Item No.	<u>Business Item 7E</u>	Meeting Date:	<u>January 22, 2019</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with Neptune Marine LLC for</u>		<u>Public Works Director</u>
	<u>the Rockwell Pocket Park Improvement</u>	Atty Routing No.:	<u>N/A</u>
	<u>Project and Document Procurement</u>	Atty Review Date:	<u>N/A</u>
	<u>Procedures</u>		

Summary: On December 14, 2018 and December 21, 2018, the City’s Public Works Department advertised in the Port Orchard Independent, the City’s Webpage and the Daily Journal of Commerce, and uploaded the Bid Documents to the Washington Builder’s Exchange. By the January 11, 2019 Bid Due Date at 1:00 PM, the City received and opened seven (7) Sealed Bids for the Rockwell Pocket Park Improvement Project. In general summary, the Sealed Bids received (applicable taxes included) ranged from the apparent low of \$402,437.42 to the apparent high of \$514,480.00, with the Engineers Estimate at \$428,613.07. Following the completion of the Bid Tabulation and the Mandatory Bidder Responsibility Checklist, it was determined that Neptune Marine LLC provided the lowest responsive and qualified Bid Proposal of \$412,848.67 for the Rockwell Pocket Park Improvement Project.

Recommendation: Staff recommends that the City Council adopt a Resolution, thereby approving Contract No. C008-19 with Neptune Marine LLC in an amount not to exceed \$412,848.67 (applicable taxes included) for the Rockwell Pocket Park Improvement Project.

Relationship to Comprehensive Plan: Chapter 4 - Parks.

Motion for Consideration: I move to adopt a Resolution, thereby approving Contract No. C008-19 with Neptune Marine LLC in an amount not to exceed \$412,848.67 (applicable taxes included) for the Rockwell Pocket Park Improvement Project.

Fiscal Impact: State Grant and Local funding provided within Capital Construction Fund 302 of the approved 2019-2020 Biennial Budget. The Project Schedule of Values includes a \$28K Minor Change Bid Item.

Alternatives: Do not approve.

Attachments: Resolution, Contract and Updated Funding Memo dated 1/15/2019.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING CONTRACT NO. C008-19 WITH NEPTUNE MARINE LLC FOR THE ROCKWELL POCKET PARK IMPROVEMENT PROJECT & DOCUMENTING THE PROCUREMENT PROCEDURES.

WHEREAS, on December 14, 2018 and December 21, 2018, the City's Public Works Department Advertised in the Port Orchard Independent, the City's Webpage, the Daily Journal of Commerce and uploaded the Bid Documents to the Washington Builder's Exchange, with a November 28, 2018 Bid Due Date; and

WHEREAS, on January 11, 2019 by the 1:00 PM Bid deadline, the City Clerk received and opened seven (7) Sealed Bids, with Neptune Marine LLC determined initially to be the apparent responsive Low Bid; and

WHEREAS, on January 16, 2019, upon completion of the Bid Tabulation and Bidder Responsibility Checklist, it was determined that Neptune Marine LLC provided the lowest responsive and qualified Bid Proposal for the Rockwell Pocket Park Improvement Project; 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: The City Council approves Contract No. 008-19 with Neptune Marine LLC for the Rockwell Pocket Park Improvement Project and adopts the "Whereas" statements contained herein, as findings in support of the City's selection and procurement procedures.

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 22nd day of January 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

**CONTRACT
CITY OF PORT ORCHARD
ROCKWELL POCKET PARK IMPROVEMENTS
CONTRACT NO. C008-19**

THIS AGREEMENT made and entered into this 22nd day of January, 2019, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City," and, Neptune Marine LLC, hereinafter called the "Contractor."

WITNESSETH:

That 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, ROCKWELL POCKET PARK IMPROVEMENTS. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated January 10, 2019, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on January 10, 2019, and the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **70 working days** after the Notice to Proceed Date.

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

Contractor understands that 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 be disclosed upon a request. Contractor acknowledges that he has 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 and without notice by the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of _____ Dollars (\$_____) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____
Title: _____
Address: _____

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
ROCKWELL POCKET PARK IMPROVEMENTS
CONTRACT No. C008-19
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 McCormick Village Park Phase II Improvements – Public Works Project No. PW2019-001(“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

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

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

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

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

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

Printed Name and Title

By _____
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.

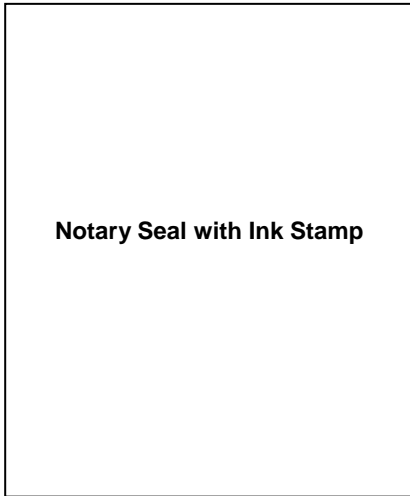
COUNTY OF _____)

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 he she was authorized to execute said instrument.

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



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

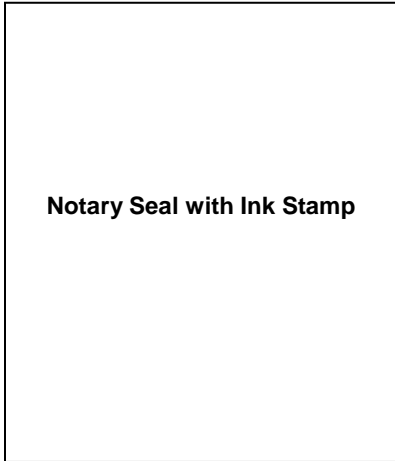
My Commission expires: _____

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 \triangle he \triangle she was authorized to execute said instrument.

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



Print or type name

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

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

Project #: _____
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: ROCKWELL POCKET PARK IMPROVEMENTS
Owner/Developer/Contractor: _____
Project Address: 1101 Bay Street, Port Orchard, WA 98367

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

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

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

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

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

B. The Principal and Surety agree that the work and improvements installed in the above-
referenced project shall remain free from defects in material, workmanship and installation (or,
in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written
and final acceptance of the same and approval by the City. Maintenance is defined as acts
carried out to prevent a decline, lapse or cessation of the state of the project or improvements
as accepted by the City during the twenty-four (24) month period after final and written
acceptance, and includes, but is not limited to, repair or replacement of defective workmanship,
materials or installations.

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

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

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

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

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

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

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

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the

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

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

DATED this _____ day of _____, 20__.

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE
 _____ Individual (Form P-1)
 _____ Corporation (Form P-2)
 _____ Surety Company (Form P-2)

**FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)**

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

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

My Commission expires: _____

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

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

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) 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: _____

SELECTION OF RETAINAGE OPTION
CITY OF PORT ORCHARD
ROCKWELL POCKET PARK IMPROVEMENTS
CONTRACT NO. C008-19

Contract/Purchase Order Number:

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

**PROPOSAL
CITY OF PORT ORCHARD
ROCKWELL POCKET PARK IMPROVEMENTS
CONTRACT NO. C008-19**

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

Contractor: NEPTUNE Marine LLC

State License No.: NEPTUML892D8

Date: 1/10/19
Month/Day/Year

Bidder's Declaration and Understanding

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

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that he has 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 and without notice by the City.

Contract Execution

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

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, he will meet with engineering personnel and begin work no earlier than February 6, 2019 and complete the construction within 70 working days of Notice to Proceed.

Lump Sum and Unit Price Work

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

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

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

**CITY OF PORT ORCHARD
ROCKWELL POCKET PARK IMPROVEMENTS
CONTRACT NO. C008-19**

<u> 1 </u>	<u> 1-9-19 </u>	<u> </u>	<u> </u>
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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.

Bidder: Neptune Marine LLC

Address: 12707 Quantum Lane, Anacortes WA 98221

Phone Number: 360 333 2065

Signature of Authorized Official: *[Signature]*

Printed Name and Title: TRAVIS CRABB
 PRESIDENT

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

COUNTY OF Island) ss.

I certify that I know or have satisfactory evidence that TRAVIS CRABB signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the President (title) of Neptune Marine LLC (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 10th day of JAN. , 20 19 .



 [Signature]
Notary Public,
 STEPHANIE RINER
Printed Name
My Commission Expires: 11-21-20

**SCHEDULE OF CONTRACT PRICES
ROCKWELL POCKET PARK IMPROVEMENTS**

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

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
PREPARATION					
1.	Lump Sum	STD	Mobilization \$ <u>Twenty nine Thousand Three hundred</u> (Words) (1-09) Per Lump Sum	L.S.	\$ <u>29,300.⁰⁰</u>
2.	Lump Sum	STD	Removal of Structures and Obstructions \$ <u>Four Thousand Seven hundred fifty</u> (Words) (2-02) Per Lump Sum	L.S.	\$ <u>4,750.⁰⁰</u>
3.	165 SY	SP	Removing Cement Conc. Sidewalk \$ <u>Eleven dollars fifty cents</u> (Words) (2-02) Per Square Yard	\$ <u>11.⁵⁰</u>	\$ <u>1,897.⁵⁰</u>
4.	180 LF	SP	Removing Cement Conc. Curb \$ <u>Eleven dollars fifty cents</u> (Words) (2-02) Per Linear Foot	\$ <u>11.⁵⁰</u>	\$ <u>2,070.⁰⁰</u>
5.	165 SY	SP	Removing Asphalt Conc. Pavement \$ <u>Eleven dollars fifty cents</u> (Words) (2-02) Per Square Yard	\$ <u>11.⁵⁰</u>	\$ <u>1,897.⁵⁰</u>
6.	300 LF	SP	Sawcutting \$ <u>Two dollars twenty five cents</u> (Words) (2-02) Per Linear Foot	\$ <u>2.²⁵</u>	\$ <u>675.⁰⁰</u>
GRADING					
7.	100 CY	STD	Roadway Excavation Incl. Haul \$ <u>Forty Eight dollars Eighty</u> (Words) (2-03) Per Cubic Yard	\$ <u>48.⁸⁵</u>	\$ <u>4,885.⁰⁰</u>
8.	75 CY	STD	Common Borrow Incl. Haul \$ <u>Sixty Seven Dollars</u> (Words) (2-03) Per Cubic Yard	\$ <u>67.⁰⁰</u>	\$ <u>5,025.⁰⁰</u>
STRUCTURE					
9.	170 CY	STD	Structure Excavation Class A Incl. Haul \$ <u>Fifty one dollars</u> (Words) (2-09) Per Cubic Yard	\$ <u>51.⁰⁰</u>	\$ <u>8,670.⁰⁰</u>

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
10.	80 CY	STD	Gravel Backfill for Wall \$ <u>51.00</u> (Words) (6-02) Per Cubic Yard	\$ <u>63.25</u>	\$ <u>5,060.00</u>
11.	6000 LB	STD	St. Reinf. Bar for Retaining Wall \$ <u>Three dollars Ten one</u> (Words) (6-11) Per Pound	\$ <u>3.21</u>	\$ <u>19,260.00</u>
12.	100 CY	STD	Conc. Class 4000 for Retaining Wall \$ <u>690.00</u> (Words) (6-11) Per Cubic Yard	\$ <u>690.00</u>	\$ <u>69,000.00</u>

SURFACING

13.	65 TON	STD	Crushed Surfacing Base Course \$ <u>Forty five even</u> (Words) (9-03) Per Ton	\$ <u>45.00</u>	\$ <u>2,925.00</u>
14.	100 TON	STD	Crushed Surfacing Top Course \$ <u>fifty one</u> (Words) (9-03) Per Ton	\$ <u>51.00</u>	\$ <u>5,100.00</u>

HOT MIX ASPHALT

15.	50 TON	STD	HMA Cl. 1/2 In. PG 64-22 \$ <u>Two hundred</u> (Words) (5-04) Per Ton	\$ <u>200.00</u>	\$ <u>10,000.00</u>
16.	300 LF	STD	Tack Coat \$ <u>Four dollar fifty</u> (Words) (5-04) Per Linear Foot	\$ <u>4.50</u>	\$ <u>1,345.00</u>

IRRIGATION AND WATER DISTRIBUTION

17.	Lump Sum	STD	Irrigation System \$ <u>nine thousand</u> (Words) (8-03) Per Lump Sum	L.S.	\$ <u>9,775.00</u>
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EROSION CONTROL AND ROADSIDE PLANTING

18.	Lump Sum	STD	Erosion Control & Water Pollution Prevention \$ <u>Two thousand</u> (Words) (8-01) Per Lump Sum	L.S.	\$ <u>2,750.00</u>
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Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
LANDSCAPING					
19.	650 SY	STD	Topsoil Type A \$ <u> </u> (Words) (8-02) Per Square Yard	\$ <u>8.36</u>	\$ <u>658.36</u> 5,434 ⁰⁰
20.	650 SY	STD	Medium Compost \$ <u> </u> (Words) (8-02) Per Square Yard	\$ <u>8.36</u>	\$ <u>658.36</u> 5,434 ⁰⁰
21.	32 Each	SP	3 Man Granite Boulder \$ <u> </u> (Words) (8-02) Per Each	\$ <u>110.</u>	\$ <u>3,520</u> ⁰⁰
22.	Lump Sum	SP	Landscaping \$ <u> </u> (Words) (8-02) Per Each	L.S.	\$ <u>40785.</u>
23.	4 Each	SP	Large Woody Debris \$ <u> </u> (Words) (8-02) Per Each	\$ <u>1815.</u>	\$ <u>7,260</u> ⁰⁰
24.	7 CY	STD	Streambed Cobbles 4 In. \$ <u> </u> (Words) (9-03) Per Cubic Yard	\$ <u>100.</u>	\$ <u>700.</u>

TRAFFIC					
25.	195 LF	STD	Cement Conc. Traffic Curb and Gutter \$ <u> </u> (Words) (8-04) Per Linear Foot	\$ <u>37.50</u>	\$ <u>7,312.50</u>
26.	135 LF	STD	Cement Conc. Traffic Curb \$ <u> </u> (Words) (8-04) Per Linear Foot	\$ <u>37.50</u>	\$ <u>5,062.50</u>
27.	17 LF	STD	Cement Conc. Pedestrian Curb \$ <u> </u> (Words) (8-04) Per Linear Foot	\$ <u>86.75</u>	\$ <u>1474.75</u>
28.	100 LF	SP	Paint Line \$ <u> </u> (Words) (8-22) Per Linear Foot	\$ <u>1.55</u>	\$ <u>155.</u>
29.	Lump Sum	SP	Project Temporary Traffic Control \$ <u> </u> (Words) (1-10) Per Lump Sum	L.S.	\$ <u>1360.</u>
30.	3 Each	SP	Precast Conc. Wheel Stop \$ <u> </u> (Words) (8-05) Per Each	\$ <u>230.</u>	\$ <u>690.</u>

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
OTHER ITEMS					
31.	150 SY	STD	Cement Conc. Sidewalk \$ forming over ground sand <u>the work</u> Per Square Yard	\$ 33.75	\$ 5,062.50
32.	1 Each	STD	Cement Conc. Curb Ramp Type Single Direction A \$ two thousand two hundred Per Each	\$ 2200.	\$ 2200.
33.	100 LF	SP	Cable Fence \$ one thousand three hundred Per Linear Foot	\$ 132.	\$ 13200.
34.	1 Each	STD	Adjust Catch Basin \$ four hundred twenty five Per Each	\$ 425.	\$ 425.
35.	3 Each	SP	Steel Table \$ one thousand Per Each	\$ 1000.	\$ 3000.
36.	3 Each	SP	Trash Receptacle \$ two thousand Per Each	\$ 2000.	\$ 6000.
37.	3 Each	SP	Steel Chair \$ four hundred Per Each	\$ 400.	\$ 1200.
38.	Lump Sum	SP	Park Lighting System \$ five thousand L.S.		\$ 51000.
39.	Lump Sum	SP	Record Drawings \$ one thousand seven hundred Per Lump Sum		\$ 1175.
40.	Calc.	STD	Minor Change \$ <u>Twenty-Eight Thousand and No/100 Dollars</u> Calc.		\$28,000.00
41.	Lump Sum	SP	Surveying \$ four thousand L.S.		\$ 4025.
				Subtotal:	\$ 369,208. ⁶⁴ 378,760.25
				Sales Tax @ 9.0%:	\$ 33,228. ⁷⁸ 34,058.42
				TOTAL BID:	\$ 402,437. ⁴² 412,818.67



CITY OF PORT ORCHARD

Public Works Director

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ROCKWELL PARK FUNDING MEMO

TO: Noah Crocker – Finance Director, Heidi Draper – Accounting Assistant, Mike Pleasants – Assistant City Engineer, Rob Putaansuu - Mayor

FROM: Mark R. Dorsey, P.E. - Public Works Director/City Engineer

DATE: January 15, 2019

RE: 2018-2019 Rockwell Park - Funding Estimates

In association with the Emily Russell 30% Conceptual Plan (C002-17) and the Exeltech Engineering 100% PS&E/Permitting/Bid Support/EOR (C022-18) for the Rockwell Park Project, please find the following updated Funding Estimates;

Rockwell Park:

Table with 2 columns: Item description and Amount. Items include DOC Grant (\$299,730), City Funding Allocation (\$200,270), 2018 - Exeltech (incl. CO#1) (-\$61,857), 2018 - Shoreline (SSDP) Permitting Fees (-\$4,250), 2018 - Advertisement (-\$1,298), 2019 - PW & DCD Permitting Fees (-\$863), 2019 - Water Service (-\$6,248 N/A), 2019 - Contract Award (incl. \$28K Minor Change) (-\$412,849), 2019 - A&E Construction Support (-\$10,000 N/A), 2019 - CACM - City Staff (-\$10,000), 2019 - PSE (-\$1,000), 2019 Materials Testing & Inspections (-\$5,000), and Available Surplus (\$2,883).



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of January 8, 2019**

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:

Councilmember Ashby	Present
Councilmember Chang	Present
Councilmember Clauson	Absent
Councilmember Cucciardi	Present
Mayor Pro-Tem Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: PW Supervisor/Water Systems Manager Hunter, City Attorney Cates, City Clerk Rinearson, and Deputy City Clerk Floyd.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

MOTION: By Councilmember Cucciardi, seconded by Councilmember Chang, to excuse Councilmember Clauson for personal reasons.

The motion carried.

MOTION: By Councilmember Cucciardi, seconded by Councilmember Diener, to approve the agenda as amended.

The motion carried.

Mayor Putaansuu shared his new year resolutions for Council meetings and self-improvement.

3. CITIZENS COMMENTS

Gerry Harmon does not have time to attend committee meetings. She would like to see the pros and cons on items discussed at those meetings before it goes to a vote.

Kelsey Hulse, Puget Sound Energy Local Government Affairs Coordinator, expressed their appreciation for the coordination between the City and agencies involved in the recovery and restoration efforts following the tornado and wind storm.

4. CONSENT AGENDA

- A.** Approval of Check Nos. 75797 through 76019 totaling \$2,557,191.19; December Electronic Payment Dates 12/1/2018 through 12/31/2018 totaling \$377,147.61; and Bi-Weekly Payroll including Check Nos. 148098 through 148113 totaling \$713,722.09.
- B.** Approval of the December 11, 2018, Council Meeting Minutes

MOTION: By Councilmember Ashby, seconded by Councilmember Lucarelli, to approve the consent agenda as amended.

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Appointment of a Mayor Pro-Tempore for 2019

MOTION: By Councilmember Chang, seconded by Councilmember Diener, to nominate Bek Ashby as Mayor Pro-Tem.

The motion carried.

B. Adoption of an Ordinance Approving the Part-Time Public Works Laborer to a Full-Time Public Works Laborer

MOTION: By Councilmember Cucciardi, seconded by Councilmember Ashby, to adopt an ordinance approving the job description and salary scale, changing the part time Public Works Laborer position to a full time Public Works Laborer position in the Public Works/Engineering Department, thereon, as presented.

The motion carried.
(Ordinance No. 001-19)

C. Approval of the December 18, 2018, Council Meeting Minutes

MOTION: By Councilmember Lucarelli, seconded by Councilmember Rosapepe, to accept the December 18th City Council minutes as amended.

The motion carried. Councilmember Diener abstained.

D. Discussion: 2018 Accomplishments

Mayor Putaansuu showed a PowerPoint regarding the City's accomplishments from 2016 to 2018, which included obtaining funding for Tremont; moving to a biennial budget; purchase of 720 Prospect Street for office space; IT infrastructure upgrades; waterfront park concepts; becoming a Code City; abatement process for a house on Canyon Lane; appointed a new Judge and hired a new Court Administrator; and design and construction of several large projects.

E. Discussion: 2019 Goals and Priorities

Mayor Putaansuu showed a PowerPoint explaining the City's 2019 goals and priorities which included; finishing several capital projects; hire a new Police Chief; implementing new accounting software; groundbreaking of a mixed-use project downtown; and continue to support the construction of new schools.

F. Discussion: Appointments to the Peninsula Regional Transportation Planning Organization Executive Board

Mayor Putaansuu said Councilmember Ashby represents the City on this board and she is willing to continue to do so, but it requires Council action.

MOTION: By Councilmember Lucarelli, seconded by Councilmember Cucciardi, to reappoint Bek Ashby to the Peninsula Regional Transportation Planning Organization Executive Board

Councilmember Ashby briefly talked about the board and the City's representation, noting Port Orchard receives no funding through this board as we receive funding through PSRC [Puget Sound Regional Council]. The board will be making some bylaw and interlocal agreement changes. She would like the Council to consider if we would like to continue to be an active participant.

The motion carried.

8. REPORTS OF COUNCIL COMMITTEES

In response to **Gerry Harmon's** earlier comment, Mayor Putaansuu reminded her that all committee meetings are recorded and available on the City's website.

Mayor Putaansuu reported the Economic Development and Tourism committee will meet next week.

Councilmember Lucarelli reported the Utilities committee is scheduled for February 18th. The Sewer Advisory committee is scheduled for January 16th and the Chimes & Lights committee is scheduled for January 14th.

Councilmember Diener reported on the January 7th Land Use committee meeting. The next meeting is scheduled for February 4th.

Councilmembers briefly discussed tax abatement and housing.

Councilmember Ashby noted the December Yukon Do It Marathon had 432 participants and only 63 had a Port Orchard address. Participants traveled from Bremerton, Tacoma, Seattle, Gig Harbor, Auburn, Olympia, Puyallup, and Kirkland.

Mayor Putaansuu noted Councilmember Rosapepe attended his first Kitsap Transit meeting.

9. REPORT OF MAYOR

Mayor Putaansuu reported on the following:

- Housing Kitsap audit findings;
- Concerns regarding waiving late utility fees;
- Tremont Widening project updates;
- Tornado updates and website information; and
- Asked councilmembers to think about if we want a competitive application for transportation in 2020.

10. REPORT OF DEPARTMENT HEADS

There were no reports from the department heads.

11. CITIZENS COMMENTS

There were no citizen comments.

12. EXECUTIVE SESSION

At 7:35 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session to discuss a litigation matter pursuant to RCW 42.30.110(1)(i). City Attorney Cates and PW Supervisor/Water Systems Manager Hunter were invited to attend and Mayor Putaansuu announced no action would be taken.

At 7:45 p.m., Mayor Putaansuu extended the executive session for an additional 10 minutes.

At 7:55 p.m., Mayor Putaansuu extended the executive session for an additional 20 minutes.

At 8:15 p.m., Mayor Putaansuu extended the executive session for an additional 10 minutes.

At 8:25 p.m., Mayor Putaansuu extended the executive session for an additional 10 minutes.

At 8:35 p.m., Mayor Putaansuu reconvened Council back into regular session.

13. ADJOURNMENT

The meeting adjourned at 8:35 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor

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