



City of Port Orchard Council Meeting Agenda
June 9, 2020
6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby
Finance Committee
Economic Development & Tourism Committee
Transportation Committee
KRCC/KRCC PlanPol-alt /KRCC TransPol
PSRC-alt/PSRC TransPOL-Alt/PRTPO

Shawn Cucciardi
Finance Committee
E/D & Tourism Committee, **Chair**
Kitsap Economic Development Alliance

Fred Chang
Economic Development & Tourism Committee
Land Use Committee

Jay Rosapepe (Mayor Pro-Tempore)
Utilities/Sewer Advisory Committee
Land Use Committee
Transportation Committee
Lodging Tax Advisory Committee, **Chair**
KRCC-alt

John Clauson
Finance Committee
Utilities/Sewer Advisory Committee
Kitsap Public Health District-alt

Cindy Lucarelli
Festival of Chimes & Lights Committee, **Chair**
Utilities/Sewer Advisory Committee
Kitsap Economic Development Alliance

Scott Diener
Land Use Committee, **Chair**
Transportation 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

Matt Brown
Police Chief

Brandy Rinearson, MMC, CPRO
City Clerk

Contact us:

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

Pursuant to the Governor's "Stay Home - Stay Safe" Order, the City will take actions on necessary and routine business items.

The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time. Therefore;

Remote access only

Link: <https://us02web.zoom.us/j/85412237729>

Zoom Meeting ID: 854 1223 7729

Zoom Call-In: 1 253 215 8782

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 Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of an Ordinance to Increase the Pay Rate of the Seasonal Public Works Position (Dorsey) Page 3

D. Approval of Change Order No. 2 to Contract No. 019-20 with Arken, Inc. for the 2020 Library Leak Repair (Dorsey) Page 7

E. Approval of May 26, 2020, Council Meeting Minutes Page 13

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

A. Adoption of a Resolution Approving a Contract with A-Advanced Septic Services, Inc. for the 2020 McCormick Woods Annual Septic Tank Pumping (Dorsey) Page 19

- B. [Adoption of a Resolution Approving a Contract with Apply-A-Line, LLC for the 2020 Thermoplastic Application \(Dorsey\) **Page 37**](#)
- C. [Adoption of a Resolution Establishing and Ratifying a Program to Assist Small Businesses and Provide Personal Protective Equipment \(PPE\) \(Crocker\) **Page 71**](#)
- D. [Approval of City of Port Orchard Personnel Policies 12.4 Related to Furloughs \(Lund\) **Page 77**](#)
- E. [Approval of City of Port Orchard Personnel Policies 9.11 Regarding Key and Access Card \(Lund\) **Page 81**](#)
- F. [Approval of Awarding the Low Bidder and Authorize the Mayor to Execute an Agreement for the City's Official Newspaper with The Seattle Times Company \(Rinearson\) **Page 85**](#)
- G. [Approval of the May 19, 2020, Council Work Study Meeting Minutes **Page 95**](#)

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

- A. [2019 Impact Fee Annual Report \(Bond\) **Page 99**](#)

12. CITIZEN COMMENTS

(Has been suspended until further notice. Written comments are welcomed and can be emailed to cityclerk@cityofportorchard.us)

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. ADJOURNMENT

COMMITTEE MEETINGS	Date & Time	Location
Finance	TBD - 2 nd Tuesday of each month	City Hall
Economic Development and Tourism	July 13, 2020; 9:30am - 2 nd Monday of each month	City Hall
Utilities	June 16, 2020; 5:00pm - 3 rd Tuesday of each month	City Hall
Sewer Advisory	June 17, 2020; 6:30pm	Remote Attendance
Land Use	July 6, 2020; 9:30am - 1 st Monday of each month	DCD*
Transportation	June 22, 2020; 5:00pm - 4 th Tuesday of each month	City Hall
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	June 15, 2020; 3:30pm - 3 rd Monday of each month	City Hall
Outside Agency Committees	Varies	Varies

*DCD, Department of Community Development, 720 Prospect Street

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.: Consent Agenda 4C
Subject: Approval of an Ordinance to Increase the
Pay Rate of the Seasonal Public Works
Position

Meeting Date: June 9, 2020
Prepared by: Mark Dorsey, P.E.
Public Works Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On May 27th, 2020, the City HR Coordinator informed the Public Works Director, Finance Director, and the Mayor that the current pay rate for the Seasonal Public Works position is substantially lower than the current pay rate of the city’s surrounding jurisdictions. The city’s current pay rate is the same rate as the current Washington state minimum wage rate of \$13.50 per hour. Surrounding jurisdictions are paying their Seasonal Public Works laborers as follows:

Gig Harbor	\$16.00-\$18.00/hour
Bremerton	\$15.27-\$17.71/hour
Kitsap County	\$14.90-\$17.60/hour

To be competitive with surrounding jurisdictions and to receive an adequate amount of applications to choose from, city staff is requesting to raise the pay rate for the Seasonal Public Works position from \$13.50 per hour to a range of \$15.00-\$16.00 per hour. Returning seasonal employees would receive the higher end of the scale -- a pay rate of \$16.00 per hour -- to promote an incentive for returning the following year. This will minimize staff time in training new employees and attempting to find qualified applicants.

Recommendation: Staff recommends that the City Council adopt the Ordinance to increase the pay rate of the Seasonal Public Works position from \$13.50 per hour to a range of \$2,600-\$2,773 per month (\$15.00-\$16.00 per hour).

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance increasing the salary range as set forth in the Ordinance.

Fiscal Impact: ~\$7,000.

Alternatives: Do not approve.

Attachments: Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADJUSTING EMPLOYEES WAGES, HOURS, AND CONDITION OF EMPLOYMENT PER RCW 35A.34.180; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard adopted its 2019-2020 Biennial Budget in Ordinance No. 036-18, including wage scales for all employees; and

WHEREAS, by Ordinance No. 044-19, the City amended the 2019-2020 Biennial Budget; and

WHEREAS, RCW 35A.34.180 authorizes the City to, by ordinance, change the wages, hours, and conditions of employment of any or all of its appointive employees if sufficient funds are available for appropriation to such purposes; and

WHEREAS, Public Works staff is requesting an increase in wages for its seasonal employees from \$13.50 to a range of \$15-\$16 per hour, which is a deviation from the appropriated salary range but within the funds available for appropriation in the 2019-2020 Biennial Budget; now, therefore,

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

SECTION 1. The salary range for Public Works – Seasonal Worker, set out on page 54 of the 2019-2020 Biennial Budget, is hereby amended to \$2,600-\$2,773 per month.

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 9 day of June 2020.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4D
Subject: Approval of Change Order No. 2 to
Contract No. 019-20 with Arken, Inc. for
the 2020 Library Leak Repair

Meeting Date: June 9, 2020
Prepared by: Mark Dorsey, P.E.
Public Work Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On January 14, 2020, the Port Orchard City Council approved Contract No. C019-20 with Arken, Inc. for the containment, air quality mitigation and repair of one (1) leaking area identified within the Port Orchard Library. Upon further investigation it was determined that multiple areas needed to be repaired and the repairs were beyond Arken's capabilities. City council approved on March 10th, 2020 to retain Arken's services for the containment and air quality needs until May 15th, 2020 through Change Order No. 1. Staff would like to retain Arken's continued services for the containment rental system until May 26th, 2020 where their services will no longer be needed. Tonight's action is for the approval of Change Order No. 2 to Contract No. C019-20 with Arken, Inc. in the amount of \$1,421.29 to retain the existing containment system through May 26, 2020.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Change Order No. 2 to Contract No. C019-20 with Arken, Inc. in the amount of \$1,421.29.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: I move to authorize the Mayor to execute Change Order No. 2 to Contract No. C019-20 with Arken, Inc. in the amount of \$1,421.29.

Fiscal Impact: Budget amendment may be required.

Alternatives: None.

Attachments: Arken, Inc. Change Order No. 2.

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CITY OF PORT ORCHARD

Authorization for Change Order No. 2

Date: May 27, 2020 **Contractor:** Arken, Inc.
Project: Library Leak/Damage Repair 417 99th St E
Contract / Job # C019-20 Tacoma, WA 98445

This Change Order Authorizes a rental extension of the containment wall and requests additional funds. As the investigation uncovered additional areas of concern that need to be addressed and the repairs are more extensive, we are extending the time needed for the containment rental in one area. Additional money is needed to do so and will retain the existing containment system through May 26, 2020.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$9,919.88	\$892.79	\$10,812.67	14-Jan-20	COUNCIL
Change Order 1	\$12,907.20	\$1,161.65	\$14,068.85	10-Mar-20	COUNCIL
Change Order 2	\$1,303.94	\$117.35	\$1,421.29	09-Jun-20	COUNCIL
Total Contract	\$24,131.02	\$2,171.79	\$26,302.81		

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

Aymee Dunn

 Contractor Approval Signature

Aymee DUNN / MANAGER

 Printed Name & Title

 Public Works Director/City Engineer

MARK R. DORSEY, P.E.

 Printed Name

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

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

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

Approved: _____
 Mayor

Attest: _____
 City Clerk

 Council Approval Date



Arken

417 99th St E
Tacoma, WA 98445
WA LIC #ARKENI*826LH

Client: Port Orchard Public Library
Property: 87 Sydney Ave
Port Orchard, WA 98366

Operator: ANDREW

Estimator: Aymee Dunn
Business: 417 99th St E
Tacoma, WA 98445

Business: (253) 333-5141

Type of Estimate: Water Damage
Date Entered: 12/26/2019 Date Assigned: 12/23/2019
Date Est. Completed: Date Job Completed: 5/26/2020

Price List: WASE8X_NOV19
Labor Efficiency: Restoration/Service/Remodel
Estimate: ARKEN-LIBRARY-WALL
File Number: 1250-A

The following estimate is for rental of the rigid wall. Please note the wall was removed 5/26/2020. Please feel free to give our office a call with any questions or concerns.

Thank you for your time,

Aymee Dunn
adunn@arkenco.com
253-797-6447



Arken

417 99th St E
Tacoma, WA 98445
WA LIC #ARKENI*826LH

ARKEN-LIBRARY-WALL

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Cargo van and equipment - per day	1.00 EA	0.00	97.46	8.77	106.23
Totals: General				8.77	106.23

Children's Section

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Temporary Wall Setup per month- 24 x 16	11.00 EA	0.00	109.68	108.58	1,315.06
Totals: Children's Section				108.58	1,315.06
Line Item Totals: ARKEN-LIBRARY-WALL				117.35	1,421.29



Arken

417 99th St E
Tacoma, WA 98445
WA LIC #ARKENI*826LH

Summary

Line Item Total	1,303.94
Sales Tax	117.35
Replacement Cost Value	\$1,421.29
Net Claim	\$1,421.29

Aymee Dunn



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of May 26, 2020**

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 via Remote Access
Councilmember Chang	Present via Remote Access
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present via Remote Access
Councilmember Diener	Present via Remote Access
Councilmember Lucarelli	Present via Remote Access
Mayor Pro-Tem Rosapepe	Present via Remote Access
Mayor Putaansuu	Present via Remote Access

Staff present via Remote Access: Public Works Director Dorsey, Finance Director Crocker, Community Development Director Bond, HR Coordinator Lund, City Attorney Archer, Police Chief Brown, and City Clerk Rinearson.

Mayor Putaansuu stated pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items. The City is prohibited from conducting meetings unless the meeting is not conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to approve the agenda as published.

The motion carried.

3. CITIZENS COMMENTS

There were no citizen comments.

4. CONSENT AGENDA

- A. Approval of Voucher Nos. 79588 through 79609 and 79613 through 79694, including bank drafts in the amount of \$312,376.80 and EFT's in the amount of \$514.34 totaling \$312,891.14.
- B. Approval of Payroll Check Nos. 79610 through 79612 including bank drafts and EFT's in the amount of \$132,269.47; and Direct Deposits in the amount of \$188,268.16 totaling \$320,537.63.
- C. Approval of the May 12, 2020, City Council Meeting

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the consent agenda as published.

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

- A. Adoption of a Resolution Expressing Support for Application to the Governor for a Variance from Governor Inslee's Healthy Start Four-Phase Plan to Ensure the Expedient and Safe Restart of Economic and Social Activity in Kitsap County**

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to adopt a resolution expressing support for application to the governor for a variance from Governor Inslee's healthy start four-phase plan to ensure the expedient and safe restart of economic and social activity in Kitsap County.

The motion carried.

(Resolution No. 018-20)

- B. Adoption of an Ordinance Amending Port Orchard Municipal Code 9.30 (Nuisances) to Address Nuisance Bees and Other Stinging Insects**

MOTION: By Councilmember Rosapepe, seconded by Councilmember Clauson, to adopt an ordinance amending POMC Chapter 9.30, adding provisions for nuisance bees and stinging insects.

The motion carried.

(Ordinance No. 012-20)

C. Approval of Memorandums of Understanding with the Police Guild Representing Patrol and Sergeants

MOTION: By Councilmember Diener, seconded by Councilmember Cucciardi, to authorize the Mayor to sign Memoranda of Understanding with the Police Guild representing Sergeants and with the Police Guild representing Patrol Officers regarding scheduling.

The motion carried.

(Amendment No. 3 to Contract No. 046-19-Officers and Amendment No. 3 to Contract No. 047-19-Sergeants)

D. Adoption of a Resolution to Accept a Multifamily Property Tax Exemption Agreement (MPTE) for the Sedgwick Multifamily Project

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to approve a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Sedgwick Ventures LLC, as presented.

The motion carried.

(Resolution No. 019-20)

E. Adoption of a Resolution Approving a Contract with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase 1 – Site Improvement (Schematic 30%) Project

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt Resolution No. 015-20, thereby approving Contract No. C048-20 with Murraysmith, Inc. for the 2020-2021 McCormick Woods Well No. 11 Phase I – Site Improvements (Schematic 30% Design) Project in the amount of \$94,673 and documenting the Professional Services procurement procedures.

The motion carried.

(Resolution No. 015-20)

8. DISCUSSION ITEMS (No Action to be Taken)

A. Furlough Policy Considerations

Mayor Putaansuu noted the Council has given him the authority to amend personnel policies and report back to Council, however, we currently do not have a furlough policy.

HR Coordinator Lund explained the City has not furloughed, laid off, or reduced hours of any staff member since the start of COVID-19. She said this is a testament to the Mayor and leadership team of the City.

In the event we need to look at reduction of staffing hours or positions, we do not have a furlough policy. A furlough would be a temporary reduction of hours and could be for a week, a couple of weeks, or only certain days of the week. We are writing a policy to be broad enough to cover a couple different scenarios.

Council and staff discussed the furlough policy including what to do with other leave benefits, insurance benefits, paid leave, not accruing additional time while on furlough, employees working with other departments, and limitations on furloughing.

Mayor Putaansuu said we will bring this back in two weeks in the form of a resolution.

9. REPORTS OF COUNCIL COMMITTEES

Mayor Putaansuu reported the Finance Committee is scheduled to meet June 9th and provided a brief explanation of the City's financial situation. The Sewer Advisory Committee is scheduled to meet June 17th. The Land Use Committee is scheduled to meet June 1st.

Councilmember Cucciardi reported on the May 18th Economic Development and Tourism Committee meeting.

Councilmember Lucarelli reported on the May 19th Utilities Committee meeting. The next meeting is scheduled for June 16th. She also reported on the May 18th Chimes and Lights Committee meeting.

Councilmember Ashby reported on KRCC [Kitsap Regional Coordinating Council] meetings scheduled for this week and provided a brief summary.

Mayor Putaansuu reported on the Kitsap Public Health Board, Public Facilities Board, and AWC [Association of Washington Cities].

10. REPORT OF MAYOR

The Mayor reported on the following:

- Updated police sergeants' job descriptions; and
- Request from local high school seniors wanting to do a downtown mural.

Councilmember Ashby said we should create a policy or guidelines regarding public art.

- Disposal masks, touchless hand sanitize station order, and Cares Act money;
- Video conference TV/Camera for council chambers;
- City revenues have declined; and
- Meeting to discuss Bethel properties.

11. REPORT OF DEPARTMENT HEADS

City Attorney Archer discussed fireworks and firework regulations in the City due to COVID.

Development Director Bond reported on single-family residential building permits; apartment projects; and the South Kitsap Community Event Center.

Police Chief Brown reported on parking and homelessness issues.

12. CITIZEN COMMENTS

Matt Murphy, Chamber of Commerce, said PPE is an important step the City is taking; would like to move faster to Phase 3; and spoke about building owners and downtown murals and art.

In response to Councilmember Rosapepe, Mayor Putaansuu and Councilmembers spoke about the Governor's OPMA and social distancing during meetings.

13. ADJOURNMENT

The meeting adjourned at 8:01 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor

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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>June 9, 2020</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with A-Advanced Septic Services,</u>		<u>Public Works Director</u>
	<u>Inc. for the 2020 McCormick Woods Annual</u>	Atty Routing No.:	<u>N/A</u>
	<u>Septic Tank Pumping</u>	Atty Review Date:	<u>N/A</u>

Summary: On May 12th, 2020, the City established a list of qualified contractors from the 2020 MRSC Small Works Roster (see Resolution - Exhibit A attached) for the Main Category; Septic System and Sub-Category; Septic Tank Cleaning/Pumping to perform 2020 McCormick Woods Annual Septic Tank Pumping. On May 14th, 2020, and pursuant to Resolution No. 019-17 (Section 5 – Bid Procedures), the City’s Public Works Department emailed an Invitation to Bid for the 2020 McCormick Woods Annual Septic Tank Pumping to four (4) MRSC Small Works Roster Contractors. One (1) bid (including applicable taxes, labor, equipment, material and fees) was received prior to the May 29th, 2020 proposal deadline as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
A Advanced Septic Services, Inc.	\$11,317.50

On June 1st, 2020, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that A-Advanced Septic Services, Inc. bid of \$11,317.50 was the lowest qualified bid. The Public Works Department has confirmed that the bidding requirements for Public Work have been followed.

Recommendation: Staff recommends that the City Council adopt Resolution No. 017-20, thereby approving Contract No. C050-20 with A-Advanced Septic Services, Inc. for the 2020 McCormick Woods Annual Septic Tank Pumping Contract in the amount of \$11,317.50, with the contract term beginning June 9th, 2020, and ending August 8th, 2020.

Relationship to Comprehensive Plan: Chapter 7 – Utilities.

Motion for Consideration: I move to adopt Resolution No. 017-20, thereby approving Contract No. C050-20 with A-Advanced Septic Services, Inc. for the 2020 McCormick Woods Annual Septic Tank Pumping Contract in the amount of \$11,317.50.

Fiscal Impact: The 2020 budget allocated \$7,500 for this activity (431-5-535-30-40). A budget amendment may be required.

Alternatives: None.

Attachments: Resolution No. 017-20 w/ Res Ex A Ordinary Maintenance Contract No. C050-20.

RESOLUTION NO. 017-20

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING ORDINARY MAINTENANCE CONTRACT NO. C050-20 WITH A-ADVANCED SEPTIC SERVICES, INC. (AKA A-ADVANCED SEPTIC & CONSTRUCTION) FOR THE 2020 MCCORMICK WOODS ANNUAL SEPTIC TANK PUMPING PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS ROSTER PROCUREMENT PROCEDURES.

WHEREAS, as performed annually since 2013, the Municipal Research and Services Center of Washington (MRSC) solicited on behalf of participating local government agencies within Washington State (including the City of Port Orchard) for the 2020 MRSC Small Public Works Roster; and

WHEREAS, on May 12th, 2020, pursuant to RCW 39.04.155, the City's Public Works Department established a list of qualified contractors from the 2020 Small Works Roster (see Resolution Exhibit A, attached) for the Main Category – Septic System and Sub-Category – Septic Tank Cleaning/Pumping; and

WHEREAS, on May 14th, 2020, and pursuant to Resolution No. 019-17^[CAA1], Section 5.0 Bid Procedures the City's Public Works Department issued an email Invitation to Bid for the 2020 McCormick Woods Annual Septic Tank Pumping Project to four (4) MRSC Small Works Roster Contractors; and

WHEREAS, on May 29th, 2020, the City's Public Works Department received one (1) bid, whereby A-Advanced Septic Services, Inc. (AKA A-Advanced Septic & Construction) provided the lowest qualified Proposal for the 2020 McCormick Woods Annual Septic Tank Pumping; and

WHEREAS, on June 1st, 2020, the City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist on A-Advance Septic Services, Inc.; 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 approves and authorizes the Mayor to execute Contract No. C050-20 with A-Advanced Septic Services, Inc. for the 2020 McCormick Woods Annual Septic Tank Pumping.

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 9th day of June 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

Ex. A

Public Agency Name:

City of Port Orchard

Roster Type:

Small Works Roster

Date:

05/12/2020

Time:

05:13 pm

Main Category:

Septic System

Sub-Category:

Septic Tank Cleaning/Pumping

 A- Advanced Septic & Construction


all county rooter

All Septic and Sewer LLC

American Onsite Services

Cascade Utilities, Inc.

Dirt Link, LLC

 Drain-Pro, Inc.

Emerald Services Inc.


FORMA Construction Company

Good Neighbor Handyman and Construction Services, LLC

Island Johnny, LLC

MacDonald-Miller Facility Solutions

Mills General LLC

 Northwest Cascade, Inc.

 Olson Brothers Pro-Vac

Pacific Cable Const Inc

Pacific Specialty Contracting INC.

R. Hicks Steel Construction Services LLC

Raptor Excavating and Contracting LLC

Reign City Services LLC

Servpro

SERVPRO Disaster Recovery Team

Tiger Construction, LTD

Trinity Contractors Inc.

Vac-Tec Septic & Water LLC.

Valdez Construction, Inc

CITY OF PORT ORCHARD ORDINARY MAINTENANCE AGREEMENT

THIS Agreement (“Agreement”) is made effective as of the 9th day of June, 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the “CITY”)
216 Prospect Street
Port Orchard, Washington 98366
Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and A-Advanced Septic Services, Inc., a corporation organized under the laws of the State of Washington, doing business at:

A-Advanced Septic Services, Inc. (hereinafter the “VENDOR”)
2518 East Valley Hwy E.
Sumner, WA 98390

Contact: Joshua B. Gunia Phone: 253-435-9999
joshua@aadvancedservices.com

for ordinary maintenance services performed in connection with the following:

2020 McCormick Woods Annual Septic Tank Pumping

TERMS AND CONDITIONS

1. Services by Vendor.

A. The Vendor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Vendor shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

C. This Agreement shall commence on June 9th, 2020, (“Commencement Date”) and shall terminate August 8th, 2020, unless extended or terminated in writing as provided herein. **Additionally, the City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor and to offer two (2) one-year extensions prior to contract expiration to retain the Vendor’s services.**

D. Unless otherwise specified in the attached Scope of Work, all tools, equipment, supplies, chemicals or any other materials necessary for the completion of the services described in the Scope of Work shall be provided by the Vendor.

City of Port Orchard and A-Advanced Septic Services, Inc.
Ordinary Maintenance Contract No. C050-20
Public Works Project No. PW2020-009

Rev 4/10/2020

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E. The Vendor shall report any damage or potential hazard involving City property immediately to the City of Port Orchard Public Works Department or in the case of an emergency by calling 911. Hazardous conditions shall be immediately remedied or secured by the Vendor to prevent further damage and/or to protect the public from injury.

F. Any incidents, accidents, or altercations with members of the public or with City staff shall be immediately reported to the City of Port Orchard Public Works Department. The City's Public Works Director may require a written report describing the incident or accident.

G. The Vendor shall remedy, in a timely manner, and at its expense, any damage to City property due to the negligence of the Vendor or the Vendor's employees.

2. Schedule of Work.

A. The Vendor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Vendor is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. Compensation.

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$11,317.50 (applicable taxes included)** without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".

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 "___".

OTHER. _____

4. Payment.

A. The Vendor 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 complete invoice. If the City objects to all or any portion of any invoice, it shall so notify the Vendor 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 Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of this Agreement, the Vendor will correct or modify the work to comply with this Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

A. The Vendor 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. Even though the Vendor 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.

C. The Vendor agrees to comply with all federal, state and municipal laws, rules and regulations, including but not limited to all health and safety regulations applicable to the work that are now effective or become applicable within the term(s) of this Agreement to the Vendor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Vendor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the Washington State Worker's Compensation and Unemployment Insurance laws, and maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

D. The Vendor shall comply with prevailing wage requirements under Washington law. *See*, Prevailing Wage Addendum to this Agreement.

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

F. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee or representative of the Vendor shall be or shall be deemed to be the employee, agent or representative of the City. In the performance of the work, the Vendor 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 or representatives of the Vendor. The Vendor 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(s) of this Agreement, engage other independent contractors to perform the same or similar work that the Vendor performs hereunder.

7. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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 Vendor shall not be entitled to any reallocation of cost, profit or overhead. The Vendor shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Vendor 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.

2. *Default.* If the Agreement is terminated for default, the Vendor 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 Vendor. The Vendor 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 Vendor's reasonable expenses and shall be subject to verification. The Vendor 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 Vendor in person, termination shall be effective immediately upon the Vendor'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 Vendor in writing upon one week's advance notice to the Vendor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Vendor at the address set forth in Section 14 herein.

8. Standard of Care.

The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Vendor and the

Vendor's employees 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.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

9. Ownership and Use of Documents. All records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Vendor in connection with the services provided to the City, shall be the property of the City whether finished or not and also whether the project for which they were created is executed or not.

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

11. Indemnification. The Vendor 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 attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

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 Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'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 VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

City of Port Orchard and A-Advanced Septic Services, Inc.

Ordinary Maintenance Contract No. C050-20

Public Works Project No. PW2020-009

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12. Insurance. The Vendor shall procure and maintain for the duration of this 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 Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Vendor 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession if applicable.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000.00.
4. 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 Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance (as applicable to each line of coverage):

1. The Vendor'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 Consultant's insurance and shall not contribute with it.

2. The Vendor shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
3. The City will not waive its right to subrogation against the Vendor. The Vendor'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.
4. If coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.

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 Vendor 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 Vendor before commencement of the work.

13. Assigning or Subcontracting. The Vendor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

14. Notice. Any notices required to be given by the City to the Vendor or by the Vendor to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu
 Mayor
 216 Prospect Street
 Port Orchard, WA 98366

Phone: 360.876.4407
 Fax: 360.895.9029

A-Advanced Septic Services, Inc.
 Attn: Joshua Gunia
 — 2518 East Valley Hwy E
 — Sumner, WA 98390

Phone: 253-435-9999
 Email:
customerservice@advancedservices.com

15. Resolution of Disputes and 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 Vendor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Vendor

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.

16. General Provisions.

A. 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.

B. 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 Vendor.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits and Addenda 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the Exhibits and Addenda attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits or Addenda to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

17. 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 Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Vendor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of

City of Port Orchard and A-Advanced Septic Services, Inc.

Ordinary Maintenance Contract No. C050-20

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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.

2. **Nondiscrimination:** The Vendor, 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 Vendor 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.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Vendor 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 Vendor of the Vendor'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.
4. **Information and Reports:** The Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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 Vendor'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 Vendor under the Agreement until the Vendor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Vendor 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 Vendor 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 Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

City of Port Orchard and A-Advanced Septic Services, Inc.
Ordinary Maintenance Contract No. C050-20
Public Works Project No. PW2020-009

Rev 4/10/2020

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CITY OF PORT ORCHARD,
WASHINGTON

VENDOR

By: _____
Robert Putaansuu, Mayor

By: _____
Name: _____
Title: _____

ATTEST/AUTHENTICATE:

By: _____
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Charlotte A. Archer, City Attorney

APPENDIX A

During the performance of this Agreement, the Vendor, 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).

Ex A



May 20, 2020

City of Port Orchard
216 Prospect St
Port Orchard, Wa. 98366

Subject: Annual Septic Tank Pumping
Project # PW2020-009

A Advanced Septic is prepared to offer the services requested, at the rate of (\$452.70) Four hundred fifty two dollars and seventy cents, per septic tank. The bid reflects the current increase in prevailing wage.

Our references are on file attached to our previous awarded contract with the City of Port Orchard.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Bob Howard', is written over a white background.

Bob Howard
Senior Estimator

2518 East Valley Hwy E * Sumner, WA 98390
253-435-9999 * customerservice@advancedservices.com
Website: advancedservices.com



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 7B</u>	Meeting Date:	<u>June 9, 2020</u>
Subject:	<u>Adoption of a Resolution Approving a Contract with Apply-A-Line, LLC for the 2020 Thermoplastic Application</u>	Prepared by:	<u>Mark Dorsey, P.E. Public Works Director</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: On May 7th, 2020, the City established a list of qualified contractors from the 2020 MRSC Small Works Roster (see Resolution - Exhibit A attached) for the Main Category; Roadway Construction, Repair, and Maintenance and Sub-Category; Asphalt Pavement Grinding, Planning and Pulverization, Pavement Markings to perform the 2020 Thermoplastic Application. On May 7th, 2020, and pursuant to Resolution No. 019-17 (Section 5 – Bid Procedures), the City’s Public Works Department emailed an Invitation to Bid for the 2020 Thermoplastic Application from five (5) MRSC Small Works Roster Contractors. Two (2) bids (including applicable taxes, labor, equipment, material and fees) were received prior to the May 29th, 2020, proposal deadline as follows:

<i>Name of Contractor</i>	<i>Bid Total</i>
Stripe Rite	\$29,833.24
Apply-A-Line, LLC	\$39,734.00

Stripe Rite has been deemed non-responsive as they did not include traffic control in their bid as was stated in the original email of Invitation to Bid.

On June 1, 2020, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that the Apply-A-Line, LLC bid of \$39,734.00 was the lowest qualified bid. The Public Works Department has confirmed that the bidding requirements for Public Work have been followed.

Recommendation: Staff recommends that the City Council adopt Resolution No. 016-20, thereby approving Contract No. C049-20 with Apply-A-Line, LLC for the 2020 Thermoplastic Application Contract in the amount of \$39,734.00, with the contract term beginning June 9th, 2020, and ending July 9th, 2020.

Relationship to Comprehensive Plan: Chapter 8 Transportation

Motion for Consideration: I move to adopt Resolution No. 016-20, thereby approving Contract No. C049-20 with Apply-A-Line, LLC for the 2020 Thermoplastic Application Contract in the amount not to exceed \$39,734.00.

Fiscal Impact: The 2020 Mid-Biennial review allocated \$40,000 for this activity (002-5-542-64-00).

Alternatives: None.

Attachments: Resolution No. 016-20 w/ Exhibit A, Small Works Contract No. C049-20.

RESOLUTION NO. 016-20

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING SMALL WORKS CONTRACT NO. C049-20 WITH APPLY-A-LINE, LLC FOR THE 2020 THERMOPLASTIC APPLICATION PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS ROSTER PROCUREMENT PROCEDURES.

WHEREAS, as performed annually since 2013, the Municipal Research and Services Center of Washington (MRSC) solicited on behalf of participating local government agencies within Washington State (including the City of Port Orchard) for the 2020 MRSC Small Public Works Roster; and

WHEREAS, on May 7th, 2020, pursuant to RCW 39.04.155, the City's Public Works Department established a list of qualified contractors from the 2020 Small Works Roster (see Resolution Exhibit A, attached) for the Main Category – Roadway Construction, Repair, and Maintenance and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings; and

WHEREAS, on May 7th, 2020, and pursuant to Resolution No. 019-17, Section 5.0 Bid Procedures the City's Public Works Department performed an Invitation to Bid for the 2020 Thermoplastic Application Project from five (5) MRSC Small Works Roster Contractors; and

WHEREAS, on May 29th, 2020, the City's Public Works Department received two (2) bids, whereby Apply-A-Line, LLC provided the lowest qualified Proposal for the 2020 Thermoplastic Application; and

WHEREAS, on June 1st, 2020, the City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist on Apply-A-Line, LLC; 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 approves and authorizes the Mayor to execute Contract No. C049-20 with Apply-A-Line, LLC for the 2020 Thermoplastic Application.

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 9th day of June 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

Ex. A

Public Agency Name: City of Port Orchard
Roster Type: Small Works Roster
Date: 05/07/2020
Time: 12:41 pm
Main-Category: Roadway Construction, Repair, and Maintenance
Sub-Category: Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings

Small Works Roster Businesses:

A&W Paving, Inc
A 1 asphalt paving Inc
AA Asphaltting LLC
Accord Contractors, LLC
Action Services Corporation
Active Construction Inc.
Agate Asphalt
Apply-A-Line, LLC.
Arrow Concrete & Asphalt Specialties, Inc.
Asphalt Patch Systems Inc
Ball & Son Excavation, LLC
Barcott Construction LLC
Barrett Utilities LLC
Becker Blacktop LLC
Benjamin Asphalt, Inc.
Big Paving Co LLC.
Black Hills Excavating Inc.
Boomtown Services, LLC
BPCI Earthworks LLC
C & R Tractor & Landscaping Inc.
Cascade Utilities, Inc.
Cascade West Construction Llc
Central Paving LLC
Clarity Construction Inc.
Clark And Sons Excavating INC
Coatings Northwest LLC
Columbia Pacific Construction
CR Contracting
D & G Backhoe, Inc.
DeAngelo Brothers, LLC
Dirt Link, LLC
Element Homes llc
Emerald Paving, Inc.
Evergreen Asphalt and Concrete Inc.
Extreme Excavation
FORMA Construction Company
G.A. Jorgensen Company Inc.
Goldleaf Corporation
Good Neighbor Handyman and Construction Services, LLC
Granite Construction Company
Granite Construction Company
Green Earthworks Construction, Inc.
Grenlar Construction
Hanson Excavation
Huber General Contractors Inc
HUIZENGA ENTERPRISES LLC
Inland Company
Interwest Construction Inc.
Iron Creek Construction
J.A.M. Construction, Inc.
J. Linder Painting, LLC
JENSEN GROUP LLC
JT Industrial LLC
Kissler Enterprises Environmental Products, Inc.
KKLA Contractors, LLC
Lakeridge Paving Co., LLC

Lakeside Industries - Port Ludlow & Port Angeles
Lakeside Industries Inc. - Kent
Lakeside Industries Kitsap
Liden Land Development & Excavation INC.
Marshbank Construction, Inc.
McCann Construction Enterprises, Inc.
MCD, McDonald & Company, Inc
MC Excavating LLC
Michael Green Construction, Inc.
Mills General LLC
Mt. Baker Line Striping & Asphalt Maintenance
Nordland Construction Nw
North Fork Excavating Inc.
Northshore Paving Inc
Northwest Asphalt, Inc.
Northwest Striping & Sealing LLC
Northwest Traffic, Inc.
N P M Construction Co.
NW Construction General Contracting, Inc.
Oceanside Construction, Inc.
OSG Dozing, LLC
Pacific Sitework
Pacific Tech Construction
Paintmaster Services Inc.
Pape & Sons Construction, Inc.
Pavement Surface Control
Pony Up Parking Lots, Inc
Premier Paving and Sealcoat, LLC
PR Systems LLC
Puget Paving & Construction, Inc.
Purcell P & C, LLC
Pyramid Materials
Quality Coating Ent. LLC
R. Hicks Steel Construction Services LLC
RailWorks Track Systems
Rainbow Sweepers, Inc. "RSI"
Rainier Asphalt and Concrete
Rains Contracting Inc
Ram Construction General Contractors, LLC
Raptor Excavating and Contracting LLC
RAZZ Construction, Inc.
R C Walsh & Company LLC
RC Zeigler Company Inc
Redtail
Reign City Services LLC
Reliant Construction Services
Rhizorspainting llc
Road Products, Inc
Rocky Bay Construction
ROGNLINS INC.
SEALTECH ASPHALT, INC.
Signature General Construction Inc.
Simmons and Sons Contracting Inc
Sound Excavation, Inc.
Sound Pacific Construction
Sound Vanguard Solutions
South Sound Contractors, LLC
Specialized Pavement Marking, Inc.
Stanley Patrick Striping
STATEWIDE PARKING LOT SERVICE INC
Stripe Rite Inc
Superior Asphalt Maintenance Inc.
Surface Prep & Maintenance
Swofford Excavating

Talakai Construction,LLC
Tiger Construction, LTD
Tony Lind Paving LLC
Transblue
Transblue Bellevue
TRICO Companies, LLC
Trinity Contractors Inc.
Triple Eight Construction
Tucci & Sons, Inc.
Valdez Construction, Inc
Versatile Bobcat Solutions
Westwood Company LLC
Whole Earth Construction, LLC

Public Agency Name: City of Port Orchard
Roster Type: Small Works Roster
Date: 05/07/2020
Time: 12:41 pm
Main Category: Roadway Construction, Repair, and Maintenance
Sub-Category: Asphalt Pavement Grinding, Planing and Pulverization,
Pavement Markings

Apply-A-Line, LLC.

Northwest Striping & Sealing LLC

Pavement Surface Control

Stripe Rite Inc

Tucci & Sons, Inc.

CITY OF PORT ORCHARD SMALL WORKS OVER 35K
CONSTRUCTION CONTRACT NO. C049-20
PUBLIC WORKS PROJECT NO. PW2020-007

THIS Agreement is made effective as of the 9th day of June, 2020, by and between

CITY OF PORT ORCHARD, WASHINGTON (“CITY”)

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

Apply-A-Line, LLC (“CONTRACTOR”)

175 Roy Rd SW Bldg C

Pacific, WA 98047

Contact: Ron Reilly Phone: 253.299.1200 Email: mail@applyaline.com

for the following Project:

2020 Thermoplastic Application (“PROJECT”)

The City and Contractor agree as follows:

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” or “Contract”:
 - a. This Agreement signed by the City and the Contractor;
 - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2018 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. 2015 International Building Code (IBC) and 2015 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; and

i. City of Port Orchard Development Guidelines.

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 June 9th, 2020. The Contractor shall substantially complete the Work not later than July 9th, 2020, 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.
4. Subject to additions and deductions by change order, the construction Contract Sum is the base bid amount of \$ **39,734.00** (including applicable sales tax.) 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.
6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself, his employees, and sub-contractors.
7. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
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

City of Port Orchard and Apply-A-Line, LLC

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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 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 Agreement.
2. **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.
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 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.
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 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.
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.

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: _____

Its: _____

ATTEST/AUTHENTICATE:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*)
certify that I am the _____ (*Corporate Title*) of the
corporation named as the Contractor in the Agreement attached hereto; that
_____, (*Contract Signer*) who signed said Agreement on behalf
of the Contractor, was then _____ (*Corporate Title*) of said corporation;
that said Agreement was duly signed for and in behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

Corporate Seal

Corp. officer signature (not contract signer)

Printed

Title

State of _____)
County of _____)

_____, (*corporate officer (not contract signer)*) being
duly sworn, deposes and says that he/she is _____ (*Corporate Title*)
of _____ (*Name of Corporation*)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

**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, 2018 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. **INSURANCE REQUIREMENT:** The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

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

*City of Port Orchard and Apply-A-Line, LLC
Public Works Project No. PW2020-007
Small Works Contract No. C049-20*

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7. **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.

8. **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.

9. **ERROR IN EXTENSION:** Unit price, when used, shall govern in case of extension error.

10. **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.

11. **CONTRACT:** The Contract Documents, 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.

12. **CHANGE ORDERS:** If the City or the Contractor requests a change in the Work, or either party believes that a change is necessary, then the parties shall comply with the following procedure to document and reflect a change in the Work: (a) The party requesting the change shall write a description of the change and give the description to the other party (the "Change Notice"); (b) Before proceeding with the change in Work, unless otherwise excused by emergency, the Contractor shall provide the City with a fixed-price written estimate of the cost and time impact of the change in Work; and (c) The City and the Contractor shall execute a Change Order confirming their agreement as to the change in Work, the fixed-price cost, and the extension of the Substantial Completion Date, if any. If the change in Work cannot be performed on a fixed-price basis, the Change Order shall identify the agreed method of compensation.

13. **CHANGE DIRECTIVES:** A "Change Directive" is a written order signed by the City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Substantial Completion Date, or both. The City may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Substantial Completion Date being adjusted accordingly. A Change Directive shall only be used in the absence of total agreement on the terms of a Change Order. Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work and advise the City of its agreement or disagreement with the proposed method for determining the proposed adjustment in the Contract Sum and/or Substantial Completion Date, if any, provided in the Change Directive. A Change Directive signed by the Contractor indicates agreement with all terms set forth in the Change Directive. Such agreement shall be effective immediately and shall be recorded as soon as practical with a Change

City of Port Orchard and Apply-A-Line, LLC

Public Works Project No. PW2020-007

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Order. If the parties are unable to agree on an adjustment to the Contract Sum and/or Substantial Completion Date, if any, then either party may submit the matter for determination in accordance with Section 21.

14. **MINOR CHANGES IN THE WORK:** The City shall have the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the Contract documents. The Contractor shall promptly carry out such written orders for minor changes in the Work.

15. **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.

16. **INDEMNIFICATION:** All services to be rendered or performed under this Contract will be rendered or performed entirely at the Contractor's own risk. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Contract 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 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

17. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty to the City, 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.

18. **TERMINATION BY THE CITY WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the City, without cause, may terminate the Contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the City to the Contractor on the Contract Sum, the City shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the City to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the City in the amount of such excess; and 4) Any funds obtained or retained by the Contractor as provided in subsections 2) or 3), above, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

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

The Contractor shall procure and maintain for the duration of the Contract with the City, 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, their agents, representatives, employees and subcontractors.

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 or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- *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.

Other Insurance Provisions. The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respects the City (as applicable to each line of coverage). The Consultant'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 provided by 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, including but not limited to the 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 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. The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Notice of Cancellation. The Consultant shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage. 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: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance 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, 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 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 _____
Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2020 THERMOPLASTIC APPLICATION
CONTRACT NO. C049-20**

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 June 9th, 2020, between Principal and Owner for a project entitled 2020 Thermoplastic Application Contract No. C049-20 (“Contract”). 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:

- 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; and
- 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

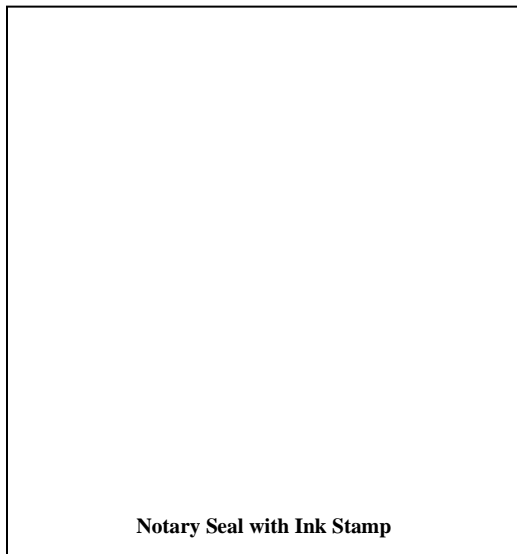
STATE OF _____)
)ss.
COUNTY OF _____)

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.



Dated: _____

Print or type name _____

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

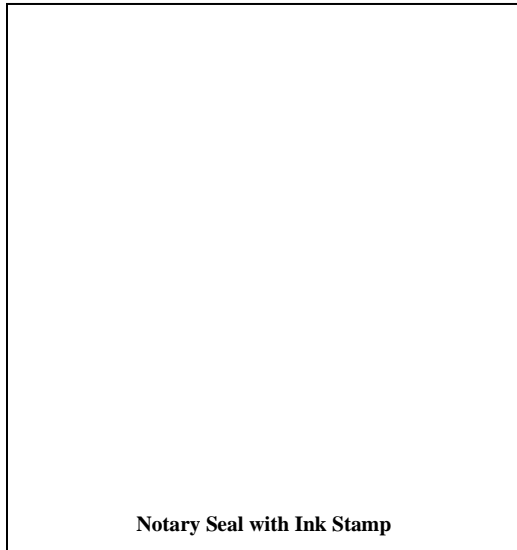
My Commission expires: _____

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 he she was 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 can be released the City must receive the two years Maintenance/Warranty Bond)

PROJECT #, PERMIT #, PW2020-007
CONTRACT # C049-20
SURETY BOND #: _____
DATE POSTED: _____
EXPIRATION DATE: _____

RE: Project Name: 2020 Thermoplastic Application
Owner/Developer/Contractor: _____
Project Address: Various areas throughout city limits

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 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 bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

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

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____
Its Public Works Director/City Engineer

Date: _____

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)
City of Port Orchard and Apply-A-Line, LLC
Public Works Project No. PW2020-007
Small Works Contract No. C049-20

Rev 5/1/2020

COUNTY OF KITSAP) ss.

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: _____

(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: _____

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:

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).

APPLY-A-LINE, LLC

175 Roy Rd SW Bldg C Pacific WA 98047
Tel: 253-299-1200 Fax: 253-299-1250
mail@applyaline.com LIC. # APPLYLL8340J

PROPOSAL

ATTENTION: TONY LANG - CITY OF PORT ORCHARD
PROJECT: 2020 CITY OF PORT ORCHARD THERMOPLASTIC
BID DATE: 5/29/2020

ITEM #	DESCRIPTION	PLAN QTY		UNIT BID	TOTAL BID
1	PLASTIC ARROWS	24.00	EA	200.00	\$ 4,800.00
2	PLASTICTRAFFIC LETTERS		EA		\$ -
3	PLASTIC CROSSWALK LINE	2,852.00	SF	8.00	\$ 22,816.00
4	PLASTIC STOP BAR	1,220.00	SF	9.50	\$ 11,590.00
5	PLASTIC BOX OUT		EA		\$ -
6	REMOVAL-GRINDING	88.00	SF	6.00	\$ 528.00

TOTAL \$ 39,734.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT WITH YOUR COMPANY.

SINCERELY,


MIKE "SUS" SUSNER
ESTIMATOR



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 7C</u>	Meeting Date:	<u>June 9, 2020</u>
Subject:	<u>Adoption of a Resolution Establishing and Ratifying a Program to Assist Small Businesses and Provide Personal Protective Equipment (PPE)</u>	Prepared by:	<u>Noah Crocker Finance Director</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: The Mayor and City Council believe a functioning local economy is critical to protect the health and wellbeing of Port Orchard residents. The failure of small businesses due to the pandemic will create a serious hardship on owners and individuals employed by those businesses and create additional financial burdens on government services by increasing demand for government support to individuals who are unemployed.

On May 1, 2020, Governor Inslee announced his phased “Safe Start” approach to resuming recreational, social and business activities in the State of Washington, which allowed for the re-opening of some businesses in phases. On May 27, 2020, Kitsap County sought a variance under the “Safe Start” program, seeking to allow the opening of some local small businesses as soon as possible.

Kitsap County has received the variance and as businesses are authorized to re-open they face the substantial burden of meeting the State’s public health and safety standards, including the purchase of personal protective equipment for employees and patrons.

As a public agency the City has access to procure PPE that are not publicly available, and are able to partner with local organizations for the dissemination of the PPE to the public, including the Port Orchard Chamber of Commerce and the Port Orchard Bay Street Association—entities that work closely with Port Orchard’s local, small businesses.

Additionally, one of the City’s essential functions is to secure the health and welfare of the City’s residents and as such City leadership has encouraged staff to create a COVID qualifying grant program to help business in need of PPE.

The City has already executed contracts with Port Orchard Chamber of Commerce and the Port Orchard Bay Street Association and is actively working on disseminating the PPE equipment. The resolution is to ratify the actions the City has already taken and authorize future actions, if within the budgeted amount.

Recommendation: Staff recommends the Council approve the resolution establishing and ratifying a program to assist small business and provide personal protective equipment.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution establishing and ratifying a program to assist small business and provide personal protective equipment as applicable in the attached resolution.

Fiscal Impact: \$5,000.

Alternatives: Do not approve resolution and provide alternative guidance

Attachments: Resolution.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
ESTABLISHING BUSINESS SUPPORT PROGRAM IN RESPONSE TO
THE NOVEL CORONAVIRUS (COVID-19).**

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee declared the existence of a State of Emergency in all counties in the State of Washington due to the number of confirmed cases of COVID-19; and

WHEREAS, City of Port Orchard Mayor Rob Putaansuu declared the existence of a State of Emergency in the City on March 16, 2020, and his declaration was ratified by the Council at its meeting on March 17, 2020; and

WHEREAS, on March 23, 2020, the Governor imposed a “Stay Home, Stay Healthy” order, requiring every Washingtonian to stay home unless they are engaged in an essential activity or business; and

WHEREAS, the “Stay Home, Stay Health” order has had a significant impact on workers and small businesses, who provide vital employment, goods and services to the residents of Port Orchard; and

WHEREAS, the economic impact of the Governor’s order to businesses in the City has been substantial, as businesses have prioritized public health concerns over their own fiscal health;

WHEREAS, the City Council believes a functioning local economy is critical to protect the health and wellbeing of Port Orchard residents, as the failure of small businesses due to the pandemic will create a serious hardship on owners and individuals employed by those businesses, and create additional financial burdens on government services by increasing demand for government support to individuals who are unemployed; and

WHEREAS, the City relies on the tax revenue that small businesses in the City generate to fund essential government services and to promote the public welfare; and

WHEREAS, on May 1, 2020, Governor Inslee announced his phased “Safe Start” approach to resuming recreational, social and business activities in the State of Washington, which allowed for the re-opening of some businesses in phases; and

WHEREAS, on May 27, 2020, Kitsap County sought a variance under the “Safe Start” program, seeking to allow the opening of some local small businesses as soon as possible; and

WHEREAS, as businesses are authorized to re-open they face the substantial burden of meeting the State’s public health and safety standards, including the purchase of personal protective equipment for employees and patrons; and

WHEREAS, as a public agency the City has access to procure PPE that are not publicly available, and are able to partner with local organizations for the dissemination of the PPE to the public, including the Port Orchard Chamber of Commerce and the Port Orchard Bay Street Association—entities that work closely with Port Orchard’s local, small businesses; and

WHEREAS, one of the City’s essential functions is to secure the health and welfare of the City’s residents; and

WHEREAS, public resources, including PPE, are necessary to help small businesses in the City survive and provide the public benefits expressed herein; now, therefore,

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

THAT: The City Council hereby adopts the recitals expressed above as Findings of Fact in support of this Resolution.

THAT: The City Council hereby allocates City funding to be utilized for economic recovery response to the impacts resulting from the COVID-19 pandemic. The City Council directs that \$5,000 are allocated for the procurement of PPE and related equipment for use by the City’s residents and small businesses, pursuant to the PPE Program criteria attached hereto as Exhibit A.

THAT: The City Council directs the Mayor to adopt any necessary administrative processes to implement this resolution and attached policy, and in compliance with the provisions of state law. The Mayor shall report to the Council any actions taken in accordance with this Resolution, and shall do so with thirty (30) days of taking such an action.

THAT: The City Council hereby ratifies the Mayor’s execution of Agreements with the Port Orchard Chamber of Commerce and the Port Orchard Bay Street Association to effectuate this resolution and attached policy, and hereby ratifies and affirms any act consistent with the authority and prior to the effective date of this Resolution.

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 9th day of June 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

**Exhibit A -
City of Port Orchard
Policy for PPE Procurement**

Purpose

This policy is designed to assist small, locally owned Port Orchard-based businesses, the City is committing to provide Personal Protective Equipment (PPE) to qualifying small businesses.

Administration of Program

Staff shall procure PPE, as defined at Washington Administrative Code (WAC) 296-800, as available, in an amount not to exceed \$5,000. The City shall supply the PPE to qualifying small businesses, consistent with the criteria herein. Due to the City's limited personnel, to effectuate this policy, the City may enter into a services agreement with a qualified non-profit organization to facilitate the timely and effective dissemination of this PPE to businesses. Any such organization shall comply with the eligibility criteria in its dissemination of the PPE.

Criteria

Eligible businesses must:

- Have a current business license from the City of Port Orchard and the State of Washington; and
- Have a physical location within the City of Port Orchard; and
- Have twenty-five (25) full time equivalent employees or fewer; and
- Engage in a lawful business that is permitted to operate under the Governor's "Safe Start" phased program; and
- Not be owned or partially owned by Officers, Directors or Officials associated with the City of Port Orchard; and
- Agree to not re-sell the PPE provided, and if PPE is re-sold the City may take action against the businesses' operating license; and
- Provide goods and/or services to the residents of Port Orchard; and

Eligible non-profit organizations to facilitate the dissemination of this PPE must:

- Be a registered non-profit organization; and
- Enter into an Agreement, in a form acceptable to the City Attorney, confirming the organization's agreement to comply with the above criteria; and
- Publicly advertise the availability of PPE under the City's Program, and provide the PPE to eligible businesses upon request; and
- Provide the City with an audit report documenting the distribution of the City's PPE, pursuant to this Agreement; and

PPE shall be provided in increments of twenty (20) as supplies are available.

Financing

The costs associated with this program shall be from the general fund, and it is the understanding of the City that these costs are eligible for reimbursement from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funding allocated to the City by the State of Washington, managed by the Department of Commerce. Staff are directed to seek reimbursement of the program costs in accordance with this eligibility.



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 7D</u>	Meeting Date:	<u>June 9, 2020</u>
Subject:	<u>Approval of City of Port Orchard</u>	Prepared by:	<u>Debbie Lund</u>
	<u>Personnel Policies 12.4 Related to</u>		<u>HR Coordinator</u>
	<u>Furloughs</u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: In the event that the economic impacts of COVID-19 cause the City to need to implement furloughs for City staff, staff is recommending council adoption of a policy. The Association of Washington Cities has provided some input and guidance related to furlough policy considerations. That input has been included in the attached policy.

City Council reviewed and commented on this policy at their May 26, 2020, meeting. Council indicated support for the continuation of health care benefits for a furloughed employee, when permitted to do so based on the underwriting rules of the insurance provider. Council also recommended that leave accruals be pro-rated for any pay period in which an employee was on unpaid furlough.

Furloughs can be used as an alternative to a layoff. A layoff ends the employment relationship, therefore, resulting in termination of employment. A furlough is a temporary unpaid leave of absence. Furloughs can be scheduled in various ways including 1) full workweek(s), 2) a reduction of weekly work hours, or 3) a set number of days to be taken over the course of several months. All options have their pros and cons and options 2 and 3 pose difficulties for FLSA exempt employees.

Both the Fair Labor Standards Act (FLSA) and Washington state law require that exempt employees receive their full wages in a workweek in which they perform work. Therefore, to maintain exempt status, furloughs must be in full workweek increments. A special exemption exists for budget required furloughs that allows a public employer to treat the FLSA exempt employee as an hourly employee for the week in which a furlough day(s) is required. For this period, the employee must take required rest and meal periods and be compensated at time and one-half for any hours worked over 40 during the week. See draft policy 12.4(E)(3).

The duration of the furlough will determine whether an employee is eligible to file for unemployment. Because unemployment benefits are determined on a weekly basis, full-time workers whose hours are reduced by one work day each week will likely not be eligible for partial unemployment benefits because they will still earn too much in the week to be eligible. Employees furloughed for full workweeks would likely be eligible and may also qualify for the additional \$600 per week under the Federal Pandemic Unemployment Compensation Act through July 31, 2020.

Staff alerted the Police Guilds and Teamsters union of this policy proposal on May 20, 2020.

Recommendation: Adopt the policy as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to approve personnel policy 12.4 related to Furloughs and authorize the Mayor to implement the policy as presented.

Fiscal Impact: Salary savings would be achieved as a result of furloughs. The exact amount of savings depends on both the number of positions furloughed and the duration of the furlough. Continuation of insurance benefits reduces the savings to the City but is an otherwise budgeted expense.

Alternatives: Provide alternative direction to staff.

Attachments: Proposed personnel policy 12.4.

Proposed new policy

12.4 FURLOUGH

Due to the economic impact of unforeseeable events such as COVID-19 (coronavirus), the City may need to implement a mandatory furlough for certain positions. This policy provides general guidelines for identifying the impacted positions and the effect of a furlough on compensation and benefits.

A. Key Definitions for this Policy

1. Furlough day – Any day in which a furloughed employee is placed in a temporary status without duties and without pay due to a financial emergency necessitating budget reductions.
2. Furloughed employee – Any employee who is placed in a temporary status without duties and without pay due to a financial emergency necessitating budget reductions.
3. Exempt employee – An employee who is paid on a salaried basis and meets one of the overtime exemptions.
4. Non-exempt employee – An employee who is entitled to overtime.

B. Applicability

1. Furlough eligible positions. The City may subject certain positions to a mandatory furlough based upon the needs of the City. Furloughs for full-time employees may be in full workweek or partial workweek increments. Part-time employees will observe the mandatory furlough time on a prorated basis according to their Full Time Equivalent (FTE) status.
2. Length of furlough. The City retains the discretion to implement City-wide furloughs for a defined period of time for identified positions. Alternatively, the City may allow departments to retain the flexibility of determining when employees will be furloughed. This includes implementing a different mandatory furlough schedule for the entire department or staggering delayed mandatory furlough days for furlough-eligible employees. Each department is responsible for establishing methods to ensure furlough days are observed by each furlough-eligible employee.

C. Pay Considerations

1. Mandatory furloughs are leave without pay. The terms and conditions describing overtime and compensatory time contained in the applicable City policies and/or collective bargaining agreements will continue to apply for time worked. Mandatory furloughs will not count as hours worked toward the overtime threshold.
2. Overtime is not permitted for the purpose of making up mandatory furlough time. Making up mandatory furlough days does not achieve the financial savings expected with the implementation of this initiative.

3. Employees may not substitute paid leave for mandatory furlough days. However, sick leave that is being used for absences related to a Worker's Compensation injury where the employee is still unable to return to work in a modified duty position will be provided by the City as paid leave for mandatory furlough days, but the employee may be required to observe alternate mandatory furlough day(s) upon return to service.
4. In those cases where an emergency call-out occurs on a mandatory furlough day or during a mandatory furlough week, employees may be called back to work. Such employees are compensated in accordance with the applicable City policies and/or collective bargaining agreements. They may be required to be furloughed at a later pre-determined date.
5. Employees who are on call or stand-by will be compensated in accordance with the applicable City policies and/or collective bargaining agreements if they are called back to work on the day of a mandatory furlough.

D. Benefit Considerations

1. Anniversary date. An employee's anniversary date will not be changed due to mandatory furlough days.
2. Leave accruals. Leave accruals for an employee on an unpaid mandatory furlough will be pro-rated.
3. Insurance benefits. Insurance benefits will be unaffected, when permitted by the insurance broker or carrier, by the mandatory furloughs. The City will continue to pay its portion of the premiums regardless of the furlough.

E. Recordkeeping and Payroll Considerations

1. Payroll will provide instructions to employees for reporting mandatory furlough days on timesheets.
2. For full workweek furloughs. All employees, including FLSA-exempt employees, who are furloughed, are *strictly* prohibited from working during a furlough. This includes, but is not limited to, checking email, returning telephone calls and performing any work while on furlough.
3. For partial workweek furloughs. All non-exempt employees who are furloughed for a partial workweek are strictly prohibited from working during a furlough. Exempt personnel must
 - a. use their accrued leave during any partial workweek furlough for days in which they are furloughed, or
 - b. be converted to non-exempt during the week in which the furlough occurs. Such employees will be required to track their hours consistent with the requirements of non-exempt employees. During the period when FLSA-exempt employees are converted to non-exempt, they must comply with all recording keeping and wage and hour rules applicable to non-exempt employee (e.g., rest periods and meal periods, leave requests, pre-approval for overtime).



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 7E</u>	Meeting Date:	<u>June 9, 2020</u>
Subject:	<u>Approval of City of Port Orchard</u>	Prepared by:	<u>Debbie Lund</u>
	<u>Personnel Policies 9.11 Regarding</u>		<u>HR Coordinator</u>
	<u>Key and Access Card</u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: As part of a security enhancement, electronic locks have been installed on City Hall and will eventually be installed at all employee work locations and critical physical infrastructure sites throughout the City. Employees assume responsibility for the access card and/or keys once issued to them. This policy defines employee responsibilities including, but not limited to, safekeeping of the key/card, limiting the use of the key/card, and reporting of lost key/cards.

Staff alerted the Police Guilds and Teamsters union of this policy proposal on May 22, 2020.

City Council, via Resolution No. 007-11, authorizes the Mayor to make amendments to City personnel policies. However, as this is a new policy, not an amendment, it is being brought to council for consideration.

Recommendation: Adopt the policy as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to approve personnel policy 9.11 related to Keys and Access Cards and authorize the Mayor to implement the policy as presented.

Fiscal Impact: Cost of cards included as part of system purchase.

Alternatives: Provide alternative direction to staff.

Attachments: Proposed personnel policy 9.11.

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Proposed New Policy

9.11 KEY AND ACCESS CARD

Employees may be issued one or more keys and/or key card to obtain access to the City properties and spaces necessary for performance of their duties.

Employees are

1. responsible for maintaining the security of City buildings and facilities in which they enter using City keys or access cards,
2. responsible for the safekeeping of City key(s) and access card issued to them,
3. not to duplicate City keys or access cards, without the pre-approved authority to do so,
4. not to possess any unauthorized key(s) or access card(s),
5. not to loan or transfer their keys or access card to any other individual,
6. not to unlock a building or room for another individual unless the individual is known by them to have authorized access to enter,
7. required to return to the City all keys upon changing office spaces or vacating a position that results in no longer needing the key,
8. to report any loss of key(s) or access card immediately upon discovery of the loss to their Supervisor,
9. turn in to their Supervisor any found City keys or access cards, and
10. responsible for compliance with this policy. Violations of this policy could subject the employee to discipline up to and including termination.

Department Directors are responsible for the authorizing the issuance of key(s) and access card privileges.

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>June 9, 2020</u>
Subject:	<u>Approval of Awarding the Low Bidder</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>and Authorize the Mayor to Execute</u>		<u>City Clerk</u>
	<u>an Agreement for the City’s Official</u>	Atty Routing No:	<u>N/A</u>
	<u>Newspaper with The Seattle Times</u>	Atty Review Date:	<u>N/A</u>
	<u>Company</u>		

Summary: RCW 35A.40.210 and 35.23.352(7) requires each city or town designate an Official City Newspaper of general population less than 20,000. The newspaper shall be of general circulation within the city or town and shall have been published regularly, at least once a week. Request for Newspaper Publication Services was published on May 29, 2020, with bids being received by 4:00pm, Thursday, June 4, 2020.

The City received the following bids:

Port Orchard Independent:

Cost per single line	\$2.40
Cost per additional line	\$0.24

Circulation Numbers:

City of Port Orchard (within city limits)	4,106
South Kitsap Urban Growth Area	15,487

The Seattle Times Company:

Cost per single line, Mon.-Thur.	\$2.23
Cost per single line, Fri.-Sat.	\$3.97
Cost per single line, Sun.	\$5.34
Cost per additional line	\$0.00

Circulation Numbers:

City of Port Orchard (within city limits)	(only able to calculate by Zip Codes)
South Kitsap Urban Growth Area, Sunday	1,154
South Kitsap Urban Growth Area, Daily	651

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends awarding the bid and approval of a contract with The Seattle Times Company as the City’s Official Newspaper, as they are the low bidder.

Motion for consideration: I move to approve The Seattle Times Company as the low bidder and authorize the Mayor to execute an agreement with The Seattle Times Company as the City's Official Newspaper in a form acceptable to the City Attorney.

Fiscal Impact: Funds have been designated for publications as part of the 2019/2020 Biennial Budget. But adjustment may be need.

Alternatives: None.

Attachments: Port Orchard Independent and The Seattle Times Company bid documents.



City of Port Orchard

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

BID REQUIREMENTS/SPECIFICATIONS FOR CITY'S OFFICIAL NEWSPAPER

The City of Port Orchard is requesting bids to provide the service as the Official Newspaper of the City of Port Orchard. The term of the agreement will be for one (1) year. The selected vendor will be responsible for all legal publications as required by law during the term of this agreement.

Bids will be accepted until 4:00 pm on June 4, 2020. Bids received after that date and time will be rejected.

BIDS MUST BE SENT BY E-MAIL OR BY MAIL; HOWEVER, IF SENT BY MAIL, THE RESPONSIBILITY OF THEIR ON-TIME DELIVERY IS UPON THE BIDDER.

E-mail: Brandy Rinearson, City Clerk at cityclerk@cityofportorchard.us

Mailing address: 216 Prospect Street, Port Orchard, WA 98366.

Faxed bid proposals will not be accepted by the City of Port Orchard.

Any party submitting a timely bid will be liable for that bid until the City Council awards the agreement or sixty (60) days, whichever comes first.

The City of Port Orchard shall evaluate qualified bids based upon the criteria set forth herein and in state law. The City of Port Orchard reserves the right to reject any or all bids, at its sole discretion.

All information requested with this bid must be provided for the bid to be considered a valid and responsive bid.

If you have any questions regarding this request for bid, you may contact Brandy Rinearson, City Clerk, at 360 876-7030 or email at cityclerk@cityofportorchard.us, between the hours of 8:00 am and 4:30 pm, Monday thru Friday.

It is the sole responsibility of the submitting bidder to ensure that their bid has been received by the City Clerk's office in the proper time frame.

Upon award of an agreement, bid prices shall remain firm for the duration of the agreement.

BID AND AWARD CRITERIA:

To be eligible for award, all bidders' publications shall meet all of the requirements of Chapter 65.16 of the Revised Code of Washington. In addition, the newspaper must publish in hard-copy format (and may also publish electronically), must be an approved legal newspaper for Kitsap County and have a general circulation in and around the City of Port Orchard.

Bids must be submitted on the form provided and must identify the cost per column inch to publish all legal advertisements. Per RCW 65.16.091, the rate charged by a newspaper for legal notices shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

REQUIRED AFFIDAVIT OF PUBLICATION: The City requires, within fourteen (14) days after the last publication date of any City advertisement, the successful bidder will furnish an "Affidavit of Publication" certifying the date(s) the advertisement(s) was published. All interested bidders must confirm their ability to comply to this requirement.

The City will not pay for any ad which is improperly run. The successful bidder will re-run an improperly run ad at its own expense.

The successful bidder shall furnish an itemized statement of the City account monthly, listing the invoice number, item published, and the total amount of each invoice.

The term of an awarded agreement shall be for a period of one (1) year. The Bid shall be for the period of July 1, 2020 through June 30, 2021.

TERMS AND CONDITIONS: The selected bidder will be required to enter into an agreement with the City. A draft agreement outlining all terms and conditions is available upon request.

BID WITHDRAWAL: No bid can be withdrawn after having been formally opened by the City on the closing date and time.

REJECTION OF PROPOSAL: The City of Port Orchard reserves the right to reject any or all bids, and to waive any informality in bids.

CHANGES: The City of Port Orchard, at its sole discretion, reserves the right to change requirements/specifications during the agreement term. In the event the requirements/specifications are changed during the agreement term, the price will be adjusted to a mutually accepted level. All other terms and conditions of the agreement shall remain in effect for the remainder of the agreement. In the event that a mutually acceptable price adjustment cannot be reached, the City of Port Orchard reserves the right to terminate the agreement and to rebid with the new type requirements/specifications.

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City of Port Orchard

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

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

Weekday Rate (Mon-Thurs.): \$2.23 per line per day. Sunday Rate: \$5.34 per line per day.
Friday & Saturday Rate: \$3.97 per line per day.
\$ _____ per single line for one day (including applicable sales tax).

If applicable: Cost per line \$ Same as above (including applicable sales tax), per day for more than one day.

In addition, please provide the City with circulation numbers within City limits as well as inside the Port Orchard Urban Growth Area and answer the following:

Audited circulation? Yes _____ No

Can only pull by zip code Circulation Number within City limits

Sunday 1154 - Daily 651 Circulation Number within the Port Orchard Urban Growth Area (Zip Codes 98366 and 98367)

Confirm you publish in hard-copy format? Yes _____ No

Confirm you are equipped to provide an Affidavit of Publication? Yes _____ No

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Name of Legal Newspaper: The Seattle Times Company

Signed: Holly J Botts Title: Legal Advertising Representative

Typed or printed Name: Holly Botts

Address: 1000 Denny Way City/State/Zip: Seattle, WA 98109

Telephone Number: (206)652-6018 Date: 05/29/2020

Email: legals@seattletimes.com

RECEIVED

JUN 04 2020

CITY OF PORT ORCHARD
CITY CLERKS OFFICE



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

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

\$ 2.40 per single line for one day (including applicable sales tax).

If applicable: Cost per line \$.24 (including applicable sales tax), per day for more than one day.

In addition, please provide the City with circulation numbers within City limits as well as inside the Port Orchard Urban Growth Area and answer the following:

Audited circulation? Yes No

4,106 Circulation Number within City limits

15,487 Circulation Number within the Port Orchard Urban Growth Area
(Zip Codes 98366 and 98367)

Confirm you publish in hard-copy format? Yes No + kitsapdailynews.com

Confirm you are equipped to provide an Affidavit of Publication? Yes No

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Name of Legal Newspaper: Port Orchard Independent

Signed: [Signature] Title: Advertising Director

Typed or printed Name: Keran Kennedy

Address: 911 Hildebrand NE City/State/Zip: Bainbridge Island WA, 98110-2847

Telephone Number: 206-842-6613 Date: 06.03.2020

Email: ekennedy@SoundPublishing.com

SOUND PUBLISHING INC.

Washington's Largest Publisher of Community Newspapers

Phone (360) 394-5800 • 19351 8th Avenue NE, Suite 106, Poulsbo, WA 98370 • www.soundpublishing.com

Brandy Rinearson
City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

June 4, 2020

Re: Our sincere thanks and Port Orchard Independent Update

Dear Brandy,

We'd like to thank the City of Port Orchard for our longstanding partnership with Sound Publishing's weekly newspaper, the Port Orchard Independent. Over the years, we have appreciated the opportunity to be the City's official newspaper of record and it cannot be understated how grateful we are for your loyalty, understanding, flexibility and support as our company navigates the challenging economic impact that Covid-19 has had our business.

This letter is also to provide the City of Port Orchard with a clear vision of the current status of the Port Orchard Independent including future plans for your consideration through the City's 2020-2021 official newspaper bid process.

Current Status:

The Port Orchard Independent printed publication is temporarily paused, due to a dramatic loss in advertising revenue from local and national retailers. Local news along with legal notices are posted on our websites, KitsapDailyNews.com and the BainbridgeReview.com and pushed out through social media channels to increase the advertising viewing audience. Since the Bainbridge Island Review has not been paused, this will continue to be offered as an alternate publication.

Future Plans:

Relaunch: The Port Orchard Independent will be relaunched on Friday, July 10, publishing monthly in the interim (2nd Friday of each month) through the summer months. During the weeks the publication is not printed, the City will be offered the same opportunities as in the current status. As our revenues increase and businesses resume through Covid-19 recovery phases, Sound Publishing will also resume publishing on a weekly basis.

Size Change: At relaunch, the Port Orchard Independent will be converted from its current tabloid format (10" x 12.75") to a broadsheet format (10" x 20.75"). The column width will change slightly to 1.56".

Paid Publication: The Port Orchard Independent will resume publishing at full circulation in the south Kitsap area, however, we will be moving to a paid circulation model in the coming months, circulating not less than 2,500 copies each week as subscriptions ramp up.

Thank you again for your support of our local company and local journalism.

With best regards,



Terry Ward
Sound Publishing Vice-President & Publisher

RECEIVED

MAY 29 2020

CITY OF PORT ORCHARD
CITY CLERKS OFFICE



City of Port Orchard

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

BID FORM

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Typed or printed Name: Holly Botts

Address: 1000 Denny Way City/State/Zip: Seattle, WA 98109

Telephone Number: (206)652-6018 Date: 05/29/2020

Email: legals@seattletimes.com

RECEIVED

MAY 29 2020

OFFICIAL NEWSPAPER ADVERTISEMENT FOR BIDS

City of Port Orchard

CITY OF PORT ORCHARD
CITY CLERKS OFFICE

The Seattle Times Company, 1000 Denny Way, Seattle, WA 98109

RATES. Per line, per day. 30-40 characters per line, counting spaces and punctuation. 14 lines per inch.

Publication Dates	Inch Rate	Line Rate
Monday thru Thursday	\$40.18	\$2.23
Friday or Saturday	\$71.40	\$3.97
Sunday	\$95.90	\$5.34

DEADLINES FOR LEGAL NOTICES.

Publication Day	Deadline
Monday	Friday, 4:30 p.m.
Tuesday	Friday, 4:30 p.m.
Wednesday	Monday, 4:30 p.m.
Thursday	Tuesday, 4:30 p.m.
Friday	Wednesday, 4:30 p.m.
Saturday	Thursday, 4:30 p.m.
Sunday	Friday, 4:30 p.m.

LEGAL NOTICE INFORMATION.

- You may choose any day of the week to publish your legal notice. We publish legal notices every day of the week.
- Our circulation reaches Washington State and mainly King and Snohomish counties. We also reach Chelan, Clallam, Douglas, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Thurston and Whatcom counties.
- Legal notices run online for 7 consecutive days when running 1 or more days a week in print.
- We provide notarized affidavit of publication for all legal notices at no charge.
- *The Seattle Times* meets all qualifications of RCW 65.16.020 and is recognized and listed with the King County of Superior Court as a legal newspaper of General Circulation.

CONTACT INFORMATION: Holly Botts, phone (206)652-6018, email legals@seattletimes.com

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**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of May 19, 2020**

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 via Remote Access
Councilmember Chang	Present via Remote Access
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present via Remote Access
Councilmember Diener	Absent
Councilmember Lucarelli	Present via Remote Access
Mayor Pro-Tem Rosapepe	Present via Remote Access
Mayor Putaansuu	Present via Remote Access

Staff present via Remote Access: Community Development Director Bond, Police Chief Brown, City Attorney Archer and City Clerk Rinearson.

Mayor Putaansuu stated Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items. The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time.

Pledge of Allegiance

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

1. Court House Update Presentation

Ron Thomas, Thomas Architecture Studios, provided a presentation on the Kitsap County campus schematic design project update. He explained the project schedule, master planning phases, grading and drainage, landscaping improvement phases, adaptive reuse plan, public spaces, interior and structural design, and next steps in the process.

Councilmembers, Mayor Putaansuu, and Mr. Thomas discussed the presentation including timeframes for traffic during road closures, pedestrian traffic, and parking spaces.

Council Direction: No direction was given.

2. Kitsap County Community Development Block Grant Program

Bonnie Tufts, Kitsap County Department of Human Services, and Shannon Bauman with Kitsap County provided a presentation on the Kitsap County Community Development Block Grant Program for the 2021-2025 Consolidated Plan. Community Development Block Grants and Home Investment Partnership funds are federal sources from HUD for housing, public services, and community and economic development. Projects benefit low income individuals, families, and neighborhoods.

Further explanations were held regarding how funds are allocated, historical county consortium allocations, what the consolidated plan is, plan format key components, 5-year consolidated plan, planning process, plan timeline and priorities, goals and outcomes, current challenges, annual grant cycle, eligibility, and 2021 grant cycle information.

Mayor Putaansuu, Councilmembers, Ms. Tufts, and Ms. Bauman discussed the presentation including public infrastructure projects, application schedule, fund qualifications, future projections, and the City of Port Orchard's possible involvement.

Council Direction: No direction was given.

3. Review of City's Communication Plan

Mayor Putaansuu spoke about the communication plan which included communication goals, mission, audiences both internal and external, messaging priorities, internal and external communications, 2020 focus stories, and project calendar.

Ryan Hayter, Hayter Industries, LLC noted his observations about the City over the past month and how many relevant and positive stories there are that never see daylight. He emphasized two-way communication to share and receive news accordingly. He urged Council to reach out to him on his City email with any questions or concerns.

In response to Councilmember Rosapepe, Mr. Hayter explained crisis communication from his perspective from the communications field as compared to the legal field.

Council Direction: No direction was given.

4. Types of Nuisances – Bees and Stinging Insects

Community Development Director Bond said the City Council received a complaint from a resident whose neighbor is keeping bees. The neighbor has about 8 bee nests in about an 8,000 square foot

lot. Our Code Enforcement Officer has been researching how to regulate bee issues. In working with the City Attorney, they have come up with an approach to make changes to our nuisance and land use codes. The proposed ordinance is a change to our nuisance code which simply adds language as to what constitutes a nuisance about keeping hives. The proposal also gives the Code Enforcement Officer tools to potentially deal with any issues.

Community Development Director Bond said Mr. Price has spoken to the neighbor who owns the hives and it has mostly been resolved at this time.

Community Development Director Bond would like to bring this proposed ordinance to Council next week for adoption.

Councilmembers and staff discussed the proposed ordinance and the beekeeping neighbor and had no issues with the proposed ordinance moving forward.

Council Direction: No direction was given.

GOOD OF THE ORDER

In response to Councilmember Rosapepe, Mayor Putaansuu spoke about the process for Kitsap County to reopen and provided updates regarding safety precautions at City Hall.

ADJOURNMENT

The meeting adjourned at 7:56 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor

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Memorandum

To: The City Council
From: Nicholas Bond AICP, DCD Director
Date: June 2, 2020
Re: 2019 Impact Fee Annual Report (Per POMC 16.70.130 E)

In November 2015, the City Council passed an Impact Fee Ordinance which took effect on January 1, 2016. This ordinance established Transportation Impact fees while continuing the collection of Park Impact fees. Port Orchard Municipal Code Section 20.182.130 (5) requires the Director to provide an annual report on the collection of Park and Transportation Impact fees. McCormick Park Impact Fees were assigned to the City as part of the McCormick Woods annexation from County to City and were fully expended in 2018. This memo is written to satisfy the reporting requirement.

Park Impact Fee:

Background: Park Impact fees are assessed at \$811 for new single-family residences and \$584 for new multifamily residences. Park impact fees are not assessed against non-residential development. New single-family residences represented all the park impact fee’s collected in 2019 with \$0 coming from new multifamily residences.

2019 Financial Overview:

On January 1, 2019, there was a Parks Impact Fee balance of \$44,265.87. Revenue received during the year included park impact fees of \$77,045.00 and interest of \$2014.48 for a total revenue received of \$79,059.48. Parks Impact fees were not used for projects in 2019 leaving an ending balance of **\$123,325.35**.

The follow table represents the revenue and expense activity:

Park Impact Fees	Parks		
	2017	2018	2019
Beginning Balance	235,584.09	320,410.39	44,265.87
Revenue	84,826.30	92,555.48	79,059.48
Expenditure	-	(368,700.00)	-
Ending Balance	320,410.39	44,265.87	123,325.35

Transportation Impact Fee:

Background: Transportation impact fees, excluding those collected pursuant to a development agreement with McCormick Land Co as assigned by GEM 1 LLC (or assigns), were adopted in 2015 and took effect on January 1, 2016. Transportation impact fees are assessed against all new development and are based on the peak PM trip generation of a project.

2019 Financial Overview:

On January 1, 2019 there was a balance of \$542,494.20. Revenue received during the year included impact fees of \$145,956.44 and interest of \$14,530.64 for a total of \$160,487.08 in Transportation Impact Fee Revenue. No Transportation Impact fees were expended in 2019. Transportation Impact Fees ended the year with a balance of **\$702,981.28**.

The follow table represents the revenue and expense activity:

	Transportation Impact			
	2016	2017	2018	2019
Beginning Balance	-	165,431.14	402,817.56	542,494.20
Revenue	165,431.14	237,386.42	186,676.64	160,487.08
Expenditure	-	-	(47,000.00)	-
Ending Balance	165,431.14	402,817.56	542,494.20	702,981.28

McCormick Woods Transportation Impact Fee:

Background: McCormick Woods Impact Fees were and continue to be collected and accounted for separately from the City-wide transportation impact fees and can only be spent on a specific list of projects.

2019 Financial Overview:

On January 1, 2019 there was a balance of \$536,833.99 for McCormick Woods Transportation Fees. Revenue received during the year included impact fees of \$110,973.94 and interest of \$13,893.73 for a total of \$124,867.67. In 2019 McCormick Woods Impact fees in the amount of \$51,042.82 were used to reimburse McCormick Land Co. (as assigned) for previously constructed improvements pursuant to Development Agreement. The result of these activities is an ending balance of **\$610,658.84**.

The follow table represents the revenue and expense activity:

	McCormick Woods Transportation Impact			
	2016	2017	2018	2019
Beginning Balance	566,998.41	463,858.31	490,066.39	536,833.99
Revenue	49,582.32	66,812.54	179,373.61	124,867.67
Expenditure	(152,722.42)	(40,604.46)	(132,606.01)	(51,042.82)
Ending Balance	463,858.31	490,066.39	536,833.99	610,658.84

Transportation Detail History

Transportation Impact Fee:

City TIF- Project Description	TIP 2015	2015 TIF Growth Share	Annual Expenses				Growth Share Remaining	Certified Project Cost	Completed Projects	Yet to be Completed
			2016	2017	2018	2019				
Tremont Street Widening	1.1	1,289,439	-	-	47,000	-	1,242,439		X	
SR 160 Corridor Pre-Design*	1.3	69,173	-	-	-	-	69,173		X	
Bethel Corridor Re-Engineering	1.4	291,509	-	-	-	-	291,509			
Anderson Hill/Clifton Intersection	1.5	445,420	-	-	-	-	445,420			
Old Clifton/Campus Parkway Intersection	1.6	138,575	-	-	-	-	138,575			
Sedgwick West Design/ROW	2.1	533,072	-	-	-	-	533,072			
Sedgwick West Construction	2.2	1,599,214	-	-	-	-	1,599,214			
Bethel Corridor ROW/Construction	2.3	9,328,302	-	-	-	-	9,328,302			
SR160 Roundabout #1	2.4	1,078,882	-	-	-	-	1,078,882			
SR160 Roundabout #2	2.5	1,078,882	-	-	-	-	1,078,882			
Sidney Avenue South Widening	2.8	2,316,608	-	-	-	-	2,316,608			
Old Clifton Shoulder & Pedestrian	2.10	1,020,234	-	-	-	-	1,020,234			
Old Clifton/McCormick Woods Dr Intersection	2.11	498,698	-	-	-	-	498,698			
Total		19,688,007	-	-	47,000	-	19,641,007	-	-	-

McCormick Woods Transportation Impact Fee:

McCormick Projects (2.5.2) Urban Village	TIP 2015	2015 TIF Growth Share	Annual Expenses				Growth Share Remaining	Certified Project Cost	Completed Projects	Yet to be Completed
			2016	2017	2018	2019				
Anderson Hill/Clifton Intersection	1.5	173,000	118,923	28,762	-	-	25,315			
Old Clifton/Campus Parkway Intersection	1.6	371,000	-	-	-	-	371,000			
Old Clifton Shoulder & Pedestrian*	2.10	2,000,000	-	-	86,630	-	1,913,370			
Old Clifton/McCormick Woods Dr Intersection	2.11	110,000	-	-	-	-	110,000			
Total		2,654,000	118,923	28,762	86,630	-	2,419,685	-	-	-

Note:

- 1) Old Clifton Shoulder & Pedestrian noted above extends through the Old Clifton Anderson Hill Intersection

Formerly Gem 1 Development Agreement 2015 Impact Fee:

Gem 1 Dev Agreement- Appendix A	2005	Annual Expenses										Growth Share Remaining	Certified Project Cost	
	Growth Share	2008	2010	2011	2012	2013	2015	2016	2017	2018	2019			
Clifton/Sunnyslope intersection	126,000													
Clifton/Feigley intersection	235,000	76,474												76,474
Clifton/Campus Parkway intersection	371,000													
Clifton/McCormick Woods Drive intersection	110,000													
Clifton/Anderson Hill Road intersection	173,000													
Clifton/Berry Lake Road intersection	165,000													
Glenwood Connector Roadway	2,000,000	32,703	73,690	154,198	50,618	30,616	49,786	33,799	11,843	45,976	51,043	1,589,550	2,123,823	
Sunnyslope Road Widening	384,000													
Clifton Road Widening (McCormick 2.10 Refere	2,000,000													
Total	5,564,000	109,177	73,690	154,198	50,618	30,616	49,786	33,799	11,843	45,976	51,043			

Note:

- 1) Projects highlighted above were executed under the original agreement.
- 2) Clifton/Feigley has been fully paid.
- 3) Glenwood Connector Roadway receives payments each year until the 2005 Growth Share Remaining has been paid off.
- 4) "Clifton Road Widening" under the McCormick Woods Transportation Agreement from 2005 has been recharacterized as the "Old Clifton Sidewalk and Shoulder" improvement project consistent with the city's comprehensive plan and traffic impact fee study.

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