



City of Port Orchard Council Meeting Agenda

April 25, 2023

6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Mark Trenary (Mayor Pro-Tempore)
E/D & Tourism Committee, **Chair**
Utilities/Sewer Advisory Committee
Transportation Committee
KRCC-alt

Shawn Cucciardi
Finance Committee
E/D & Tourism Committee
Lodging Tax, **Chair**

Fred Chang
Economic Development & Tourism Committee
Land Use Committee
Transportation Committee

Jay Rosapepe
Finance Committee,
Land Use Committee
KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpol-alt, KRCC Planpol-alt,

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

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

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

Department Directors:

Nicholas Bond, AICP
Development Director

Tony Lang
Public Works Director

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Wallace, MMC, CPRO
City Clerk

Meeting Location:

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

Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.

Remote access only

Link: <https://us02web.zoom.us/j/82551235887>

Zoom Meeting ID: 825 5123 5887

Zoom Call-In: 1 253 215 8782

Guiding Principles

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

1. CALL TO ORDER**A. Pledge of Allegiance****2. APPROVAL OF AGENDA****3. CITIZENS COMMENTS**

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.*

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 a Resolution Approving a Multijurisdictional Interlocal Agreement Designating Kitsap County as the Lead Agency for the Revision of the Kitsap County Comprehensive Solid Waste Management Plan (Lang) Page 4****D. Adoption of a Resolution Authorizing the Purchase of a Laboratory-Grade Freezer Unit via Sourcewell Contract No. 022422-MML (M. Brown) Page 13****E. Approval of the April 11, 2023, City Council Meeting Minutes Page 19**

5. PRESENTATION

- A. Public Safety Measure (Commissioner Gelder)
- B. [Strategic Asset Management Plan \(Lang\)](#) **Page 26**

6. PUBLIC HEARING

7. **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.

8. BUSINESS ITEMS

- A. [Adoption of a Resolution Pertaining to Asset Management, Adopting an Asset Management Policy and Asset Management Program \(Lang\)](#) **Page 33**
- B. [Adoption of a Resolution Approving a Contract with Stripe Rite, Inc. for 2023 Thermoplastic Application Project \(Lang\)](#) **Page 120**
- C. [Adoption of a Resolution Accepting Federal Highway Administration \(FHWA\) Funding as Managed by the Washington State Department of Transportation \(WSDOT\) for the State Route 166/Bay Street Reconstruction Project \(Lang\)](#) **Page 161**
- D. [Adoption of a Resolution Approving a Contract with Glumac, Inc. for LEED Commissioning Services \(Archer\)](#) **Page 165**
- E. [Approval of Accepting a Public Fireworks Display Application for a Public Fireworks Display on July 1, 2023 \(Wallace\)](#) **Page 185**

9. DISCUSSION ITEMS (No Action to be Taken)

10. REPORTS OF COUNCIL COMMITTEES

11. REPORT OF MAYOR

12. REPORT OF DEPARTMENT HEADS

13. CITIZEN COMMENTS

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

14. **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.

15. CITY COUNCIL GOOD OF THE ORDER

16. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Economic Development and Tourism	May 15, 2023; 9:30am	Remote Access
Utilities	June 13, 2023; 5:00pm	Remote Access
Finance	May 16, 2023; 5:00pm	Remote Access
Transportation	April 25, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	May 15, 2023; 3:30pm	Remote Access

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.

Land Use	May 10, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2023	Remote Access
Sewer Advisory	TBD, 2023; 5:00pm	Remote Access
Council Retreat	April 14, 2023; 9AM	Council Chambers
Outside Agency Committees	Varies	Varies

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.



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>Consent Agenda 4C</u>	Meeting Date:	<u>April 25, 2023</u>
Subject:	<u>Adoption of a Resolution, Approving a</u>	Prepared by:	<u>Tony Lang</u>
	<u>Multijurisdictional Interlocal Agreement</u>		<u>Public Works Director</u>
	<u>Designating Kitsap County as the Lead</u>	Atty Routing No:	<u>366922-0009</u>
	<u>Agency for the Revision of the Kitsap</u>	Atty Review Date:	<u>April 19, 2023</u>
	<u>County Comprehensive Solid Waste</u>		
	<u>Management Plan</u>		

Summary: In 2018, the Kitsap County Solid and Hazardous Waste Management Plan was adopted by Kitsap County, incorporated cities, and Indian tribes within the county, and was approved by the Washington State Department of Ecology. This plan incorporates both Washington State requirements of having a solid waste and moderate-risk waste plan.

The City of Port Orchard, along with the cities of Bainbridge Island, Bremerton, Poulsbo, and the Port Gamble S'Klallam Tribe are members of the Solid Waste Advisory Committee (SWAC), established by Kitsap County in accordance with RCW 70A.205.110, to aid in the development and review of programs and policies concerning solid waste handling and disposal.

The purpose of this Agreement is to provide for the updating of the Kitsap County Comprehensive Solid Waste Management Plan as mandated in Chapters 70A.205 and 70A.300 RCW, for collection, recycling, and disposal of solid and moderate risk waste produced or generated within the boundaries of Kitsap County, pursuant to the Department of Ecology Planning Guidelines. This Agreement authorizes Kitsap County to act as the lead agency for review of the 2018 Kitsap County Solid and Hazardous Waste Management Plan and for preparation of the revised 2024 Solid and Hazardous Waste Management Plan (SHWMP), incorporating both solid waste and moderate risk waste elements. For grant application purposes, it is necessary to designate a lead solid waste planning agency and for local governments participating in the solid waste management planning process to agree to the planning process. The planning effort will be coordinated through the Solid Waste Advisory Committee (SWAC), and the Department of Ecology will consider approval of the revised SHWMP only after all local jurisdictions participating in the planning process have adopted the revised SHWMP by resolution as set forth herein.

No monies will be exchanged under this agreement. The County shall maintain a Solid Waste Management Fund as a special fund within the County budget, with funding provided from tip fees, grants, bonds, and other sources in the County's discretion. All revenues and expenses in connection with the Solid Waste Management Program subject to this Agreement shall be budgeted and accounted for through this fund. Funding for the SHWMP update process will be provided solely through the Kitsap County Solid Waste Management Fund.

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the Mayor to sign an Interlocal Agreement (KC-174-23) designating Kitsap County as the lead agency for the revision of the Comprehensive Solid Waste Management Plan.

Relationship to Comprehensive Plan: Chapter 7.3 Non-City Managed Utilities

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to sign an Interlocal Agreement (KC-174-23) designating Kitsap County as the lead agency for the revision of the Comprehensive Solid Waste Management Plan.

Fiscal Impact: None

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution
Interlocal Agreement No KC-174-23

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY AND THE CITIES OF BAINBRIDGE ISLAND, BREMERTON, PORT ORCHARD, POULSBO, AND THE PORT GAMBLE S'KLALLAM TRIBE DESIGNATING KITSAP COUNTY AS THE LEAD AGENCY FOR THE REVISION OF THE KITSAP COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN.

WHEREAS, in 2018, the Kitsap County Solid and Hazardous Waste Management Plan was adopted by Kitsap County, incorporated cities, and Indian tribes within the county, and was approved by the Washington State Department of Ecology; and

WHEREAS, this Plan incorporates both Washington State requirements of having a solid waste and moderate risk waste plan; and

WHEREAS, the City of Port Orchard, along with the cities of Bainbridge Island, Bremerton, Poulsbo and the Port Gamble S'Klallam Tribe are members of the Solid Waste Advisory Committee (SWAC), established by Kitsap County in accordance with RCW 70A.205.110, to aid in the development and review of programs and policies concerning solid waste handling and disposal; and

WHEREAS, the purpose of this Agreement is to provide for the updating of the Kitsap County Comprehensive Solid Waste Management Plan as mandated in Chapters 70A.205 and 70A.300 RCW, for collection, recycling, and disposal of solid and moderate risk waste produced or generated within the boundaries of Kitsap County, pursuant to the Department of Ecology Planning Guidelines; and

WHEREAS, this Agreement authorizes Kitsap County to act as the lead agency for review of the 2018 Kitsap County Solid and Hazardous Waste Management Plan and for preparation of the revised 2024 Solid and Hazardous Waste Management Plan (SHWMP), incorporating both solid waste and moderate-risk waste elements; and

WHEREAS, for grant application purposes, it is necessary to designate a lead solid waste planning agency and for local governments participating in the solid waste management planning process to agree to the planning process; and

WHEREAS, the City of Port Orchard participated in the preparation of the SHWMP pursuant to RCW 70.95.080 and Interlocal Agreement KC-184-08; and

WHEREAS, the City of Port Orchard finds that it is in the interest of public health, safety and welfare to approve this interlocal agreement; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DOES HEREBY

RESOLVE 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 sign the Interlocal Agreement (KC-174-23) between Kitsap County, City of Bainbridge Island, City of Bremerton, City of Poulsbo, and the Port Gamble S'Klallam Tribe in a form acceptable to the City Attorney.

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

PASSED by the City Council of the City of Port Orchard, Washington, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage on this 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

INTERLOCAL AGREEMENT NO. KC-174-23

BETWEEN KITSAP COUNTY AND CITIES OF BAINBRIDGE ISLAND, BREMERTON, PORT ORCHARD, POULSBO, AND THE PORT GAMBLE S'KLALLAM TRIBE DESIGNATING KITSAP COUNTY AS THE LEAD AGENCY FOR THE REVISION OF THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

RECITALS

WHEREAS Revised Code of Washington (RCW) 70A.205.010 assigns primary responsibility for solid waste planning to local government;

WHEREAS RCW 70A.300.007(3) assigns responsibility for moderate risk waste planning to local government;

WHEREAS RCW 70A.205.045 states that solutions to the state's solid waste management problems require regional solutions by local governments as well as intergovernmental cooperation;

WHEREAS RCW 70A.205.005 requires the comprehensive solid waste management plan to include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future;

WHEREAS RCW 70A.205.075 requires all solid waste management plans be maintained in a current condition to be reviewed and revised periodically;

WHEREAS RCW 70A.205.040 requires counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid waste management plan;

WHEREAS RCW 70A.205.040 also requires each city to (1) prepare and deliver to the county an independent solid waste management for integration into the county plan; (2) enter into an agreement with the county to participate in the preparation of a joint city-county plan for solid waste management; or (3) authorize the county to prepare a plan for the city's solid waste management for inclusion in the comprehensive county solid waste management plan;

WHEREAS RCW 70A.300.350 requires each local government to prepare a local hazardous waste management plan which may be amended as the needs arises;

WHEREAS local governments may choose to either include a moderate risk waste element of their solid waste plans, or develop moderate risk waste plans separately from their solid waste plans, recognizing that if the local government chooses not to combine the two plans, both plans should be coordinated;

WHEREAS Kitsap County has established a Solid Waste Advisory Committee (SWAC) in accordance with RCW 70A.205.110 to assist in the development and review of programs and policies concerning solid waste handling and disposal, consisting of representatives of each of the incorporated cities, Indian tribes, federal facilities, County Commissioner's districts, business, and the solid waste industry;

WHEREAS the 2018 Kitsap County Solid and Hazardous Waste Management Plan, as adopted by Kitsap County, the incorporated cities and Indian tribes within the county and approved by the Washington State Department of Ecology, incorporates both solid waste and moderate risk waste plans;

WHEREAS for solid waste and moderate risk waste planning purposes, Kitsap County attributes to a federally recognized Indian tribe the same status as a city, as referred to in Chapter 70A.205 RCW and Chapter 70A.300 RCW;

WHEREAS the United States Navy and the Suquamish Tribe are participating in this arrangement under separate agreements or memoranda; and

WHEREAS it is necessary for grant application purposes to designate the lead solid waste planning agency and for local governments participating in the solid waste management planning process to agree to the planning process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

AGREEMENT

1. PURPOSE OF AGREEMENT

It is the purpose of this Agreement to provide for the updating of the Kitsap County Comprehensive Solid Waste Management Plan as mandated in Chapters 70A.205 and 70A.300 RCW, for collection, recycling and disposal of solid and moderate risk waste produced or generated within the boundaries of Kitsap County, pursuant to the Department of Ecology Planning Guidelines.

2. AUTHORITY AND RESPONSIBILITIES

- a. Kitsap County shall act as lead agency for review of the 2018 Kitsap County Solid and Hazardous Waste Management Plan and for preparation of the revised 2024 Solid and Hazardous Waste Management Plan (SHWMP), incorporating both solid waste and moderate risk waste elements.
- b. It is understood that the planning effort will be coordinated through the Solid Waste Advisory Committee (SWAC), and that the Department of Ecology will consider approval of the revised SHWMP only after all local jurisdictions participating in the planning process have adopted the revised SHWMP by resolution as set forth herein.
- c. The Kitsap County Solid and Hazardous Waste Management Plan and any subsequent plan updates or amendments shall be deemed to have been adopted when the plan(s) have been approved by governing bodies (county commission, city/town councils) representing 75% of the population (as set forth by the Washington State Office of Financial Management) of Kitsap County.
- d. Responsibilities for implementation of solid waste programs (including moderate risk waste) will be delineated in the adopted SHWMP.
- e. No separate entity is being created by this Agreement; Kitsap County shall administer this Agreement to ensure completion of the 2024 SHWMP and cooperation among the parties as provided herein.

3. FINANCING AND BUDGET

No monies will be exchanged under this agreement. The County shall maintain a Solid Waste Management Fund as a special fund within the County budget, with funding provided from tip fees, grants, bonds, and other sources in the County's discretion. All revenues and expenses in

connection with the Solid Waste Management Program subject to this Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes unless otherwise required by law, grant, regulation, or separate contract. Funding for the SHWMP update process will be provided solely through the Kitsap County Solid Waste Management Fund. Funding for plan implementation will be as stated within the Plan.

4. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Management Fund shall vest in Kitsap County. In the event of sale of any surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, grant, regulation, or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed to participating jurisdictions by an agreed upon formula to be worked out at time of sale.

5. DISPUTE RESOLUTION

Any disputes arising under the terms of this Agreement shall be resolved through negotiation and consensus; provided that should negotiation and consensus fail to resolve the issue, it shall be submitted to a 3-member mediation panel for resolution, provided the panel consists of SWAC membership and is agreed to by all parties. Final authority to resolve disputes shall rest with the Board of County Commissioners subject to judicial review for arbitrary and capricious action.

6. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the participating governments and the new party agrees upon in writing.

7. AMENDMENTS

The process for adopting an amendment to this Agreement shall be the same as that followed for its original adoption.

8. TERM; TERMINATION

Commencing on the date this Agreement is last executed, it shall continue for a term of ten (10) years.

Any party hereto may withdraw and terminate its rights and obligations under this Agreement if it is their intention to establish their own Plan, satisfying all requirements to do so under the applicable laws of the State of Washington. In such cases, twelve (12) months' notice of intent to withdraw shall be given to all parties hereto.

9. EFFECTIVE DATE

This Agreement shall be effective upon its execution by the Kitsap County Board of Commissioners after execution by all other participating governments.

10. FILING

This Agreement shall be filed with the Kitsap County Auditor as required by RCW 39.34.040.

Dated this ____ day of _____, 2023

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

CHARLOTTE GARRIDO, Chair

ATTEST:

ROBERT GELDER, Commissioner

Dana Daniels, Clerk of the Board

KATHERINE T. WALTERS, Commissioner

INTERLOCAL AGREEMENT NO. KC-174-23

**BETWEEN KITSAP COUNTY AND CITIES OF BAINBRIDGE ISLAND, BREMERTON, PORT
ORCHARD, POULSBO, AND THE PORT GAMBLE S'KLALLAM TRIBE
DESIGNATING KITSAP COUNTY AS THE LEAD AGENCY FOR THE REVISION OF THE
COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

Dated this ____ day of _____, 2023

CITY OF PORT ORCHARD

ROB PUTAANSUU
MAYOR

ATTEST:

BRANDY WALLACE, City Clerk

APPROVED AS TO FORM:

CHARLOTTE ARCHER, City Attorney



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: Adoption of a Resolution Authorizing the
Purchase of a Laboratory-Grade Freezer
Unit via Sourcewell Contract No. 022422-
MML

Meeting Date: April 25, 2023
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: 366922-0012
Atty Review Date: April 19, 2023

Summary: In 2022, the City's Police Department identified the need to update its evidence storage freezer unit with current technology. Staff conducted research and identified specific requirements and needs for a laboratory-grade freezer unit.

Pursuant to RCW 39.34.080 and .040, the City is a member of the purchasing cooperative Sourcewell (No. 23605), formally known as the National Joint Power Alliance (NJPA), a Minnesota Public Agency. Staff reviewed the proposals evaluated and selected by Sourcewell for a laboratory-grade freezer and identified McKesson Medical-Surgical Government Solutions LLC as an approved vendor through Sourcewell (Contract No. 022422-MML) for supplying equipment, products, or services. On April 17, 2023, McKesson provided the City a quote for purchase of a laboratory-grade freezer.

Staff reviewed the procurement process by Sourcewell for this contract to confirm the price quoted was consistent with Sourcewell Contract No. 022422-MML, procurement requirements were met by Sourcewell, and staff obtained the necessary documentation regarding procurement. On April 17, 2023, the City's Police Department completed the Interlocal Agreement Purchase Checklist for Sourcewell.

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the purchase of a laboratory-grade freezer unit from McKesson Medical-Surgical Government Solutions LLC through Sourcewell Contract No. 022422-MML for a total purchase price of \$10,472.68 (applicable tax included).

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a Resolution authorizing the purchase of a laboratory-grade freezer unit from McKesson Medical-Surgical Government Solutions LLC through Sourcewell Contract No. 022422-MML for a total purchase price of \$10,472.68 (applicable tax included).

Fiscal Impact: \$10,000 in funding was included in the 2023-2024 Police Department budget. The remaining cost can be absorbed by the current budget.

Alternatives: Not authorize the Resolution and provide further guidance.

Attachments: Resolution
Vendor Quote
ILA Checklist

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THE PURCHASE OF LABORATORY-GRADE FREEZER UNIT AND DOCUMENTING
PROCUREMENT PROCEDURES.**

WHEREAS, in 2022, the Police Department identified the need to update its evidence storage freezer unit with current technology; staff conducted research and identified specific requirements and needs for a laboratory-grade freezer unit; and

WHEREAS, pursuant to RCW 39.34.080 and .040, the City is a member of the purchasing cooperative Sourcwell (No. 26305), formally known as the National Joint Power Alliance (NJPA), a Minnesota Public Agency; and

WHEREAS, on April 13, 2023, Police Department staff reviewed the selected vendors through Sourcwell for laboratory-grade freezer units and identified McKesson Medical-Surgical Government Solutions LLC as a qualified, approved vendor through Sourcwell (No. 022422-MML) for supplying the laboratory-grade freezer unit that best met the City's technical requirements; and

WHEREAS, on April 13, 2023, Police Department staff requested a quote from McKesson Medical-Surgical Government Solutions LLC, and on April 17, 2023, McKesson Medical-Surgical Government Solutions LLC, provided a quote of \$10,472.68 (including applicable tax); and

WHEREAS, staff reviewed the procurement process utilized by Sourcwell to confirm the price quoted was consistent with Sourcwell Contract No. 022422-MML, procurement requirements were met by Sourcwell, and staff obtained the necessary documentation regarding procurement; and

WHEREAS, on April 17, 2023, the City's Police Department completed the Interlocal Agreement Purchase Checklist for Sourcwell; and

WHEREAS, the City Council authorized the amount of \$10,000 in the 2023-2024 Biennial Budget for this purchase; and, the Police Department's biennial budget can absorb the extra cost; and,

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document the selection/procurement process as described herein for this purchase 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 the purchase of the laboratory-grade freezer unit, from McKesson Medical-Surgical Government Solutions LLC for a total purchase price of \$10,472.68. The Mayor or his designee is authorized to act consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: C075-14

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name):

Sourcewell No. 23605

Item Description: Laboratory-grade freezer unit

Do you have an Interlocal agreement signed with the Contract (host) Agency?

- ☒ If yes, where is it filed: Clerks Office
☐ If no, get a mutually signed Agreement in place before you continue.

Sourcewell Contract No.: Contract No. 022422-MML

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- ☐ If yes, do your own rules allow for technology contracts to be negotiated?
☐ If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- ☐ If yes, do your own rules allow services to be negotiated?
☐ If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- ☐ If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.
☐ If no, complete the remainder of the checklist.

Checklist for Required Compliance

Is the Host agency a public agency ¹ ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: <u>Minnesota</u>
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	See RFP on file.
Did they list on the public agency's website?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	See RFP on file.
Did the bid & award comply with the Host agency's state procurement laws?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	See documentation on file.

¹ RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state

Quote Name: Helmer freezer
Account #: 88666516 PORT ORCHARD POLICE DEPT
Address: CITY OF PORT ORCHARD546 BAY ST,PORT ORCHARD,WA,98366
Total Items: 1

UEI: XFHRZSRBK6Q1
TIN: 20-2046702
DUNS: 05-142-0107

Quote Number: CPQ-659754
Effective From: 04-17-2023
Expires On: 05-17-2023
Sales Rep: Daniel Herrman

Item #	Item Description	Vendor Name	Catalog Number	Qty	UOM	Case / Pack	Product Category	MCK Cross	Usage 3 Mo	Taxable	Final Price	Extended Price
1190682	Freezer, Laboratory llf125-gxiseriess 25cu Ft D/s	Helmer Inc	5222125-1	1	EA	EA	Lab-General Lab Equipment		0	T	\$8,976.83	\$8,976.83

Quote Sub Total: \$8,976.83
Additional Freight: \$661.00
Estimated Taxes: \$834.85
Quote Total: \$10,472.68

Important Notice:

- Any delivery requirements in the original quote request are subject to product availability
- Unless GPO eligibility was provided by customer to the McKesson sales representative, this quote is not based on GPO pricing
- Quote valid for 30 days
- Equipment items may require a 4-6 week lead time unless a specific timeframe is specified
- Drop-ship items ship directly from vendor
- To place an order based on this quote, please reply to your Account Manager
- Large PPE order and Covid Test Kits are not eligible for return, unless such return is the result of a recall or defective condition.
- The pricing provided is contingent on standard commercial shipping, labeling, and marking requirements within the continental United States
- Product availability is based on inventory at the time of order and subject to restrictions imposed by manufacturers
- McKesson is not a manufacturer of items and therefore is not able to prevent industry-standard supply chain issues such as manufacturer backorders, discontinuations, or allocations due to high demand or short supply. Additionally, McKesson will provide the products offered in our quote unless McKesson is contractually prohibited by the manufacturer to provide said products.
- Please note that taxes or fees may be added upon receipt of order and applied to your final invoice. Please contact your account manager to update your tax exemption status or to address questions regarding additional fees, such as freight, special orders and drop-shipping.



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of April 11, 2023**

1. CALL TO ORDER AND ROLL CALL

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

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Present via Zoom
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Lang, Community Development Director Bond, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:39 Part 1)

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

2. APPROVAL OF AGENDA (Time Stamp: 01:05 Part 1)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Trenary, to add to the consent agenda the excusal of Councilmember Diener for personal reasons.

Councilmember Diener joined the meeting remotely at 6:31 p.m.

Councilmember Cucciardi rescinded his motion with approval from the second, Councilmember Trenary.

The motion carried.

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

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 03:03 Part 1)

Susan Stadshaug with Kitsap Mustang Club asked the Council to add the Kitsap Mustang Club to the resolution. She also spoke about lodging tax funding and the history of the event in Port Orchard.

Mayor Putaansuu explained the resolution she is referring to, has 5 events that are grandfathered in and the City covers the traffic control for those events.

4. CONSENT AGENDA (Time Stamp: 07:57 Part 1)

- A.** Approval of Voucher Nos. 85767 through 85791 and 85800 through 85841 including bank drafts in the amount of \$354,089.57 and EFT's in the amount of \$252,778.68 totaling \$606,868.25.
- B.** Approval of Payroll Check Nos. 85792 through 85799 including bank drafts and EFT's in the amount of \$230,907.32 and Direct Deposits in the amount of \$224,437.08 totaling \$455,344.40.
- C.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Related to Parking, Stopping, or Standing in Certain Areas of the City (**Ordinance No. 005-23**)
- D.** Adoption of an Ordinance Authorizing Acceptance of an Increased Award of a FY2021-23 Stormwater Capacity Grant from the Department of Ecology (**Ordinance No. 006-23**)
- E.** Adoption of a Resolution Authorizing the Purchase of Fifteen Mobile Radar Systems via DES Master Contract No. 00218 (**Resolution No. 031-23**)
- F.** Approval of Amendment No. 2 to Contract No. 074-21 with CodePros, LLC for Plan Review and Building Inspection Services
- G.** Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (**Resolution No. 032-23**)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Trenary, to approve the consent agenda as published.

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

A. Vacating City Right-of-Way, an Alley Commonly Known as Mystery Lane and the Westerly Portion of Harrison Avenue (Time Stamp 08:41 Part 1)

Councilmember Clauson noted the attorney who is representing the petitioner is also the corporate attorney for Kitsap Transit. He deferred to the city attorney to see if it would be appropriate if he recused himself and asked if anyone had any objections.

City Attorney Archer said there is no conflict of interest and no one voiced any objections.

Mayor Putaansuu opened the public hearing at 6:43 p.m.

Don Ryan said this vacation would add about 850 square feet to the overall square footage of his property. He has a concerned tenant who is asking how much this would raise property taxes.

Dave Weibel who represents petitioners William and Virginia Anderson, provided background on Mystery Lane and the vacation request. This plat was incorporated in 1891 before the City of Port Orchard existed. Sometime after the 1940's, this was not developed in accordance with the plat boundary lines. It appears the homes are crossing boundary lines. He also spoke about a lawsuit filed in 2020 about the property lines not being accurate. This is what brought in the Andersons. They have been trying to work with the neighbors to solve this issue.

He further explained as part of the larger boundary line process, a necessary step is to vacate the rights-of-way so each property owner would have clear ownership of the property. He thinks this request is warranted and received a lot of support from the neighbors. He asked for the compensation to be waived by the City as this problem goes way back and the City has a role in it. He spoke to survey monuments being removed.

Fred Kegel was hired to survey this area and spoke to survey control monuments, sanitary sewer lines wiping out the monuments, short plat, City approval of short plat and vacation that is in error, monuments found on Sroufe Street, and City waiving the compensation costs for the landowners.

There being no more testimony, Mayor Putaansuu closed the public hearing at 6:59 p.m.

7. EXECUTIVE SESSION

At 7:00 p.m., Mayor Putaansuu recessed the meeting for a 15-minute executive session pursuant to RCW 42.30.110.(1)(i) regarding legal risk of a proposed action when public discussion could have adverse legal or financial consequences. Public Works Director Lang, City Clerk Wallace, and City Attorney were invited to attend, and City Attorney Archer announced action will follow.

8. BUSINESS ITEMS

A. Adoption of an Ordinance Approving the Petition to Vacate City Right-of-Way, an Alley Commonly Known as Mystery Lane and the Western Portion of Harrison Avenue (Time Stamp 00:03 Part 2)

Councilmember Cucciardi said they learned a lot through the testimony given and he wants to make sure they are making the correct decision. He would like to be able to ask more questions before deciding.

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to continue this to April 25th City Council meeting.

The motion carried.

B. Approval of a Contract with 4Leaf Inc. for Building/Fire Code Plan Review and Building/Fire Code Inspection Services (Time Stamp: 02:55 Part 2)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, to approve a contract with 4 Leaf, Inc. not to exceed \$140,000 as presented.

The motion carried.
(Contract No. 034-23)

C. Adoption of a Resolution Authorizing the Payment of Additional Relocation Benefits to Ocean and Arlene Williams (Prior Owners of Kitsap County Tax Parcel No. 4027-023-017-0004) for the Bay Street Pedestrian Pathway Project (Time Stamp 06:20 Part 2)

MOTION: By Councilmember Chang, seconded by Councilmember Clauson, to adopt a resolution, authorizing the payment of an additional \$2,725.24 in relocation benefits to Ocean and Arlene Williams for the Bay Street Pedestrian Pathway Project and authorizing the Mayor to execute all necessary documents.

The motion carried.
(Resolution No. 033-23)

D. Adoption of a Resolution Authorizing an Agreement with Vista Motel for Emergency Shelter Services (Time Stamp 47:30 Part 2)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to adopt a resolution, authorizing the Mayor to execute an Agreement with the Vista Motel for temporary, emergency shelter for low-income, unhoused residents of Port Orchard.

The motion carried.
(Resolution No. 034-23 and Contract No. 035-23)

E. Approval of Road Closures for a Special Event: The Cruz by the Bay (Time Stamp 20:08 Part 2)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Clauson, to approve the road closures for The Cruz on the Bay event, scheduled for Sunday, August 13, 2023, as presented.

The motion carried.

F. Approval of Road Closures for a Special Event: Cruisin' Sunday (Time Stamp 23: 46 Part 2)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, to approve the road closures for Cruisin' Sunday Car, Truck, and Bike Show, event scheduled for Sunday, August 27, 2023, as presented.

The motion carried.

G. Approval of the March 14, 2023, City Council Meeting Minutes (Time Stamp 26:33 Part 2)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to approve the minutes as presented.

The motion carried. Councilmember Clauson abstained.

H. Approval of the March 21, 2023, City Council Work Study Session Meeting Minutes (Time Stamp 27:12 Part 2)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the minutes from March 21st work study session meeting.

The motion carried. Councilmember Cucciardi abstained.

I. Approval of the March 28, 2023, City Council Meeting Minutes (Time Stamp 28:05 Part 2)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the City Council meeting minutes for March 28th.

The motion carried. Councilmember Diener abstained.

9. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

10. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 29:06 Part 2)

Mayor Putaansuu reported the Economic Development and Tourism Committee is scheduled to meet April 17th. The Utilities Committee is scheduled to meet June 13th. The Transportation Committee is scheduled to meet April 25th. The Festival of Chimes and Lights Committee is scheduled to meet April 17th. The Land Use Committee is scheduled to meet May 10th. The City Council retreat is scheduled for April 14th.

Councilmember Diener reported on the March 29th Land Use Committee meeting.

Councilmember Cucciardi reported on the KEDA [Kitsap Economic Development Alliance] board meeting and the strategic plan.

11. REPORT OF MAYOR (Time Stamp 32:53 Part 2)

The Mayor reported on the following:

- In accordance with Ordinance with Ordinance 008-20 'Delegating Authority to the Mayor for Creating and Modification of Job Descriptions,' he reported on approval of revised job descriptions for the Stormwater Program Manager and Public Works Director.
- In accordance with Resolution 007-11 'Establishing a Process for Future Amendments to the City's Personnel Policies and Procedures', he reported on policy revisions for probation, temporary employees, reclassifications, pay rate adjustments, and employee pay rates and IT after work hours.
- Read into record portions of minutes from 50, 75, and 95 years ago.

12. REPORT OF DEPARTMENT HEADS (Time Stamp 36:56 Part 2)

Public Works Director Lang reported on spring clean-up and provided an update on public works contracts.

City Attorney Archer reported on legislative updates.

City Clerk Wallace reported on special event applications.

13. CITIZEN COMMENTS (Time Stamp 39:49 Part 2)

Tony Ives with Kitsap Community Resources [KCR], introduced himself and spoke to services provided by KCR.

14. EXECUTIVE SESSION

There was no executive session.

15. GOOD OF THE ORDER (Time Stamp 46:10 Part 2)

Mayor Putaansuu reported there is no work study meeting on April 18th.

City Clerk Wallace said the City is hosting a Candidate's Forum on April 13th.

Councilmember Chang reported the Kitsap Great Give ends tonight at midnight.

16. ADJOURNMENT

The meeting adjourned at 8:04 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



Strategic Asset Management Plan

What is Asset Management?

- “It’s maintaining a desired level of service for what you want your assets to provide at the lowest life cycle cost. The lowest life cycle cost refers to the best appropriate cost for rehabilitation, repairing, or replacing an asset. Asset management is implemented through an asset management program and typically includes a written asset management plan”. (EPA, Document Display | NEPIS | USA EPA- Asset Management: A Best Practices Guide, 2008)

Historical Timeline Toward Asset Management

2016:

- a) CMMS demonstrations from various vendors
- b) Regrouped based on lack of asset management plan or policy in conjunction with CMMS (cart before the horse)

2020:

- a) COVID prevented movement toward asset management

2022:

- a) Awarded a contract with KCI Technologies Inc for the development of a Strategic Asset Management Plan (SAMP)

2023:

- a) City received the draft SAMP (3/10/2023)

What is a Strategic Asset Management Plan (SAMP)?

- Strategic approach, or roadmap, for the development of an Asset Management Program and the corresponding implementation of Computerized Maintenance Management Software (CMMS)
- It provides guidance to City staff- City's vision, goals, and objectives
- It provides a roadmap for improving processes and procedures applied to the Utility and Transportation Systems
- Outlines a path for the acquisition of a CMMS to optimize work activities towards critical assets and those approaching the end of their useful life expectancy

Elements of the SAMP

- **Asset Management Policy**
 - a) Leadership commitment to the development, implementation, and continued improvement of an Asset Management Program
- **Asset Management Objectives**
 - a) Programmatic Development
 - b) CMMS Implementation and Training
- **Levels of Service (LOS) & Performance Measures**
 - a) Initial LOS was established based on city/consultant workshops, meetings, and interviews. Subject to change as needs are identified

Where Are We Now?

- The City received the draft SAMP on March 10, 2023, for City review, input, and suggested modifications
- The City's Asset Management Team met on April 6, 2023, to discuss next steps:
 - a) Conduct a neighboring jurisdictional survey on utilized CMMS software, pros and cons, implementation difficulties, etc.
 - b) Follow procurement procedures and select a consultant to assist in CMMS selection, RFP development, and implementation

Next Steps

- Council adoption of the Asset Management Policy and approval of the corresponding Strategic Asset Management Plan (SAMP)
- Conduct neighboring jurisdictional surveys
- Procurement of a consultant for CMMS selection, RFP, and implementation
- Set up recurring meetings for the Asset Management Team and the CMMS Implementation Team
- Procure CMMS and implement the first module- wastewater



City of Port Orchard

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 8A</u>	Meeting Date:	<u>April 25, 2023</u>
Subject:	<u>Adoption of a Resolution Pertaining to</u>	Prepared by:	<u>Tony Lang</u>
	<u>Asset Management, Adopting an Asset</u>		<u>Public Works Director</u>
	<u>Management Policy and Asset</u>	Atty Routing No:	<u>366922-0001</u>
	<u>Management Program</u>	Atty Review Date:	<u>April 20, 2023</u>

Summary: The City of Port Orchard’s assets, including facilities, infrastructure and associated equipment, are essential to the City’s ability to deliver services to residents, and maintain a high quality of life, health, and safety for residents. The City Council desires to enhance the tools that allow the City to meet its responsibility to safeguard and maintain public assets through an asset management policy and associated procedure to provide heightened oversight and control of the short-term and long-term maintenance, repair, and replacement of these assets for continued performance and reduced life cycle costs. The City worked with consultant KCI Technologies to develop an asset management policy and associated program that implements best practices and aligns with existing City policy and the Comprehensive Plan. The asset management policy and procedures provide guidelines that will ensure good stewardship over City resources through a uniform method of accountability and inventory of the assets of the City.

Recommendation: Staff recommends that the City Council adopt the Asset Management Policy and Asset Management Program attached to the Resolution as Exhibit A. The Mayor or designee is delegated authority to modify the Asset Management Program, consistent with the Asset Management Policy, as needed to meet best practices and the needs of the City and its residents without further action of the City Council, provided modifications are reported to the City Council prior to December 31 of the corresponding year.

Relationship to Comprehensive Plan: Chapter 7- Utilities, Chapter 8- Transportation, Chapter 4- Parks, Chapter 9- Capital Facilities

Motion for Consideration: I move to adopt the Asset Management Policy and Asset Management Program as described in Exhibit A of the Resolution.

Fiscal Impact: Continuing Asset Management Consulting Services and CMMS Implementation are budgeted within the 2023/2024 adopted budget.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution
Exhibit A- Strategic Asset Management Plan (Policy and Program)

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO ASSET MANAGEMENT, ADOPTING AN ASSET MANAGEMENT POLICY AND ASSET MANAGEMENT PROGRAM.

WHEREAS, the City's assets, including facilities, infrastructure and associated equipment, are essential to the City's ability to deliver services to residents, and maintain a high quality of life, health, and safety for residents; and

WHEREAS, the City Council desires to enhance the tools that allow the City to meet its responsibility to safeguard and maintain public assets through an asset management policy and associated procedure to provide heightened oversight and control of the short-term and long-term maintenance, repair, and replacement of these assets for continued performance and reduced life cycle costs; and

WHEREAS, the City worked with consultant KCI Technologies to develop an asset management policy and associated program that implements best practices and aligns with existing City policy and the Comprehensive Plan; and

WHEREAS, the City Council finds that adoption of the asset management policy and program attached hereto as Exhibit A is in the best interests of the residents of Port Orchard by providing guidelines that will ensure good stewardship over City resources through a uniform method of accountability and inventory of the assets of the City; 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 adopts the Asset Management Policy and Asset Management Program attached hereto as Exhibit A and incorporated herein by this reference. The Mayor or designee is delegated authority to modify the Asset Management Program, consistent with the Asset Management Policy, as needed to meet best practices and the needs of the City and its residents without further action of the City Council, provided modifications are reported to the City Council prior to December 31 of the corresponding year.

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 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Strategic Asset Management Plan

March 2023

Prepared for:



City of Port Orchard, WA

Prepared by:

KCI Technologies Inc.

3.27.2023

RISE TO THE
CHALLENGE

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EXECUTIVE SUMMARY

In August 2022, the City of Port Orchard, WA, hired KCI Technologies, Inc. to provide Asset Management Program Strategic Planning consulting services. The City needed guidance to understand its current Asset Management (AM) practices and develop a strategic plan to support staff and resource allocation. The City also needed to procure a computerized maintenance management system (CMMS) software tool to track asset lifecycle costs. The Strategic Asset Management Plan (SAMP) provides recommendations to support and meet the City's needs.

The City faces challenges with rapid growth and increasing demands for services from its 15,000 citizens and surrounding community. The City has made progress in developing a foundation for an Asset Management Program, but staff and resources are stretched. The SAMP provides a roadmap for improving processes and procedures applied to Utility and Transportation Systems. The SAMP also outlines a path for the acquisition of a CMMS to optimize work activities towards critical assets and those approaching the end of their life expectancy.

The City requested an immediate focus on building an asset management foundation and supporting technologies for the Utility Systems' level of service goals. The Wastewater system was identified as the first system to be implemented in preparation for the procurement of CMMS software. The Transportation System planning and lifecycle strategies were excluded from this version of the SAMP due to the existence of the Pavement Management Analysis Report developed by Infrastructure Management Service in December 2016.

The SAMP identifies two primary objectives for the City: Asset Management Programmatic Development and CMMS Implementation and Training Services. Each objective includes recommended actions to achieve the objective over five years, benefiting the Transportation and Utility Systems. See the summarized timeline in the table below.

Year 1 - AM Program Development												Year 2 - AM Program				Year 3 - AM Program				Year 4 - AM Program				Year 5 - AM Program							
IMMEDIATE								NEAR-TERM								LONG-TERM ACTION															
		Q2-2023			Q3-2023			Q4-2023			2024				2025				2026				2027								
MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
Objective A. Asset Management Programmatic Development																															
Objective B. CMMS Implementation and Training Services																															

Figure 1 - Summary of a five-year timeline of Asset Management Objectives for the City of Port Orchard

In conclusion, this document provides the City with a strategic roadmap to the foundational development of an Asset Management Program. The recommendations provided will prepare the Public Works Department, Finance Department, Information Technology Department, and other supporting groups for the Asset Management journey the City has begun. The City now has context, strategies, and recommended actions to take the next step toward the goals, objectives, and outcomes in the Port Orchard Comprehensive Plan Adopted in June 2016 and revised in July 2018.

ACRONYMS AND DEFINITIONS

Table 1 contains a list to clarify and inform readers unfamiliar with acronyms used frequently in this document.

Acronyms

Table 1 - Acronyms

AM	Asset Management
SAMP	Strategic Asset Management Plan
AMP	Asset Management Plan
LOS	Levels of Service
GIS	Geographic Information System
ISO	International Organization for Standardization
CMMS	Computerized Maintenance Management System
RUL	Remaining Useful Life
LMS	Lifecycle Management Strategy

Definitions

Asset Management Program: is an organization's development and continued commitment to following AM principles and concepts with the implementation of the organizational structure required to support planning, funding, allocation of resources, alignment with AM best practices, and continual improvement of all AM processes, procedures, and methodologies.

SAMP: documented information that specifies how organizations' objectives are to be converted into asset management objectives, the approach for developing asset management plans, and the role of the asset management system/program in supporting the achievement of the asset management objectives. ISO 55000 definitions 3.3.2.

CMMS: an enterprise software system that centralizes maintenance information and facilitates the processes tracking of assets and work activities performed.

GIS: a computer system for capturing, storing, checking, and displaying data related to positions on Earth's surface.

Asset Register: A list of fixed assets that belong to an entity.

Asset Inventory: a critical underlying component of all the other aspects of a system's asset management plan. As such, it is crucial for systems to have an inventoried list or survey of all system assets.

Asset Hierarchy: a logical index of all an organization's assets – spatial and non-spatial

Condition: the state of something about its appearance, quality, or working order.

RUL: the time remaining until an asset ceases to provide the required service level or economic usefulness.

Risk: *Consequence of Failure * Probability of Failure*

Business Risk Exposure: like a risk but has a financial component to it. What is the “cost” of not meeting a Level of Service?

Probability of Failure (PoF): a quantitative measure and description of the probability or frequency of asset failure.

Consequence of Failure (CoF): the outcome of an event or situation expressed qualitatively, being a loss, injury, disadvantage, or gain. (SIMPLE, 2005)

Level of Service (LOS): the characteristics of system performance, such as "how much," "of what nature," and "how frequently," with regard to the system's service. (EPA, 2014)

Performance Measure: a type of performance indicator expressed as a ratio or combination of items, described with compound units such as \$/ton, person-hours/job, or operating hours per year.

Preventative Maintenance (PM): the regular and routine maintenance of equipment and assets to prevent costly unplanned downtime or unexpected failure.

Lifecycle: time intervals that commence with the identification of the need for an asset and terminate with decommission of the asset or any liabilities thereafter.

Asset Management Policy: a high-level statement of an organization’s principles and approach to asset management. (IPWEA, 2015)

INTRODUCTION

The City of Port Orchard has begun its asset management journey. As the City matured, members of Public Works Operations, Engineering, Information Technology, and Finance recognized that it was time to move from a reactive approach to asset management and develop a strategic asset management program and implement a proactive strategic approach in the City's significant investment in infrastructure. The City's plan was to develop a SAMP and then implement a new CMMS to capture data and actions for better management of built infrastructure. The City hired KCI Technologies, Inc (KCI) to assist in the development of a Strategic Asset Management Plan (SAMP) that includes recommended actions aligned with industry best practices along with technical requirements, included in a City RFP for the procurement of a CMMS.



KCI has developed a deeper understanding of the City's vision, goals, objectives, and desired outcomes by facilitating multiple in-person, informative, educational asset management workshops and City provided documents and data along with interviews with key City staff. The outcome of this valuable input and information provided shaped the development, documentation, and delivery of the City's draft AM Policy and AM Objectives. The development of a Strategic Asset Management Plan (SAMP) provides the City guidance and aligns with the City's vision, goals, and objectives.

SAMP document is to be considered a living document. It will need periodic updating as the City's processes, procedures, and methods are implemented over time. The Lifecycle Management Strategy section of this document will evolve quickly, and updates to the SAMP will become clear as the recommended actions and associated work activities are implemented. The major sections contained within this SAMP are as follows:

- Introduction
- Asset Management Policy (Draft)
- Asset Management Objectives
- Strategic Roadmap (Recommended Actions)
- Asset Management Lifecycle Management Strategies
- Reference Documents
- Appendices

As the City completes the recommended actions detailed within this document, multiple benefits are anticipated, such as. The improved tracking of infrastructure assets and asset lifecycle provides operations and maintenance staff the ability to increase the frequency of inspections and match preventative maintenance activities to extend the assets' life. Another benefit is the timely planned replacement of assets identified as critical to the system to avoid untimely or unanticipated asset failure, delay, or interruption in the delivery of service. The anticipated benefits show up when tracking and measuring service delivery performance against established performance targets, giving staff the ability to apply decision-making criteria and analysis when addressing service delivery performance.

Asset Management Guidance and Best Practices

For this project, KCI used a combination of the American Public Works Association (APWA), Environmental Protection Agency (EPA), the Institute of Asset Management IAM, and the ISO 5500X series of standards for guidance and best practices. The EPA summarizes asset management as “*Asset management is maintaining a desired level of service for what you want your assets to provide at the lowest life cycle cost. The lowest life cycle cost refers to the best appropriate cost for rehabilitation, repairing, or replacing an asset. Asset management is implemented through an asset management program and typically includes a written asset management plan*”. (EPA, Document Display | NEPIS | US EPA - Asset Management: A Best Practices Guide, 2008)

The standards are designed to guide owners, managers, and operators of valuable infrastructure assets through the complex journey of planning, maintaining, and operating assets throughout their entire lifecycle. Often organizations following established concepts benefit by identifying inefficiencies and reducing costs to realize the best value for infrastructure assets. Organizations new to asset management frequently learn that AM is not a one-time project but a management framework that informs business operations for asset stewardship over the long term and centers on the concept of continuous improvement.

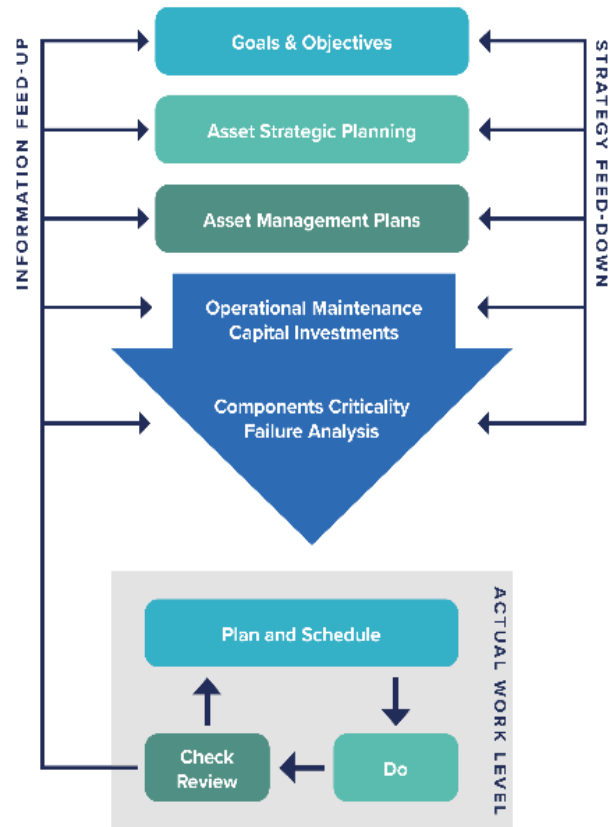


Figure 2 - Strategic Asset Management Plan Workflow

Strategic Asset Management Plan (SAMP) Framework

The SAMP framework provides a structured approach to managing assets that enables organizations to optimize their use, reduce costs, and minimize risks. It is commonly used in industries such as transportation, utilities, and public infrastructure.

The Institute of Asset Management (IAM) offers the following explanation of a SAMP for context.

“What it is: the SAMP is essentially a planning tool that clarifies intentions, priorities and certain practices that will be adopted. It takes a long-term view, and considers the combination of organization needs, stakeholder expectations, and the realities of existing assets and asset management capabilities. This guidance is designed to help construct and maintain such a strategic plan, such that it provides real and positive impact on the organization, shaping what takes place.” (IAM, 2017)

Envisioned Asset Management Outcomes

The City has made the decision to strategically align with the Asset Management (AM) concepts and principles by requesting the strategic planning of an asset management program. KCI has facilitated onsite and in-person workshops to provide the City's Project Team with relatable terms, concepts, and best practices of Asset Management. Through workshops, meetings, and interviews, KCI has noted and discussed the City's previous steps, motivation, and current asset management gaps. Listed below are a blending of asset management terminology and the envisioned outcomes stated by the City's project team.

- **Strategically focused** Capital investment in projects on maintaining existing levels of services.
- **Adopting new processes and procedures** to capitalize on efficiencies and targeted activities to do more with existing staffing levels.
- **Efficient and effective preventative maintenance strategies** to maximize and extend the lifecycle of existing infrastructure.
- **Minimize reaction** to asset failures and their associated consequences.
- **Tracking** assets' full lifecycles, from as-builts to disposal.
- **Transparency** of decision-making processes, prioritization, and anticipated valued outcomes.
- **APWA Accreditation** - The City's SAMP is in alignment with AM best practices and meets APWA's accreditation requirements, Chapter 10, section 10.1 AM Policy, and 10.2 AM Objectives if the Public Works Department decides to apply for APWA accreditation.

The previous sections provided an AM knowledge foundation consisting of asset management terminology, concepts, guidance, strategic framework, aligning vision, and envisioned outcomes. Building on this knowledge and understanding of AM, the next step is the development of an organizational policy that documents the link and alignment between the City's goals and objectives with asset management objectives and actions to achieve them. An Asset Management Policy is a document formalizing the organizational commitment to Asset Management.

ASSET MANAGEMENT POLICY

An AM Policy is a high-level statement of an organization's principles and commitment to asset management concepts, principles, and best practices. An AM policy links the asset management objectives to an organization's vision, mission, goal, values, and strategic planning objectives. It provides an organization's employees direction as to the appropriate focus and the anticipated levels of asset management practice and engagement. The City's Asset Management Policy is clear and concise, providing accessible terminology, content, and context. Following is a little more than the first page of Port Orchard's draft AM Policy.

Scope

The Asset Management (AM) Policy provides guiding principles, a foundational framework to achieve goals and objectives with the development of an asset management program, and alignment with Port Orchards (City)'s Comprehensive Plan(s).

Purpose

The purpose of this policy is to document the commitment of leadership to the development and implementation of an asset management program. Guiding the City in the consistent use of asset management best practices in the decision-making process to maximize the useful life of assets and minimize reactive and unplanned replacement and maintenance of existing assets.

Context

The City aims to develop an Asset Management (AM) program. The AM program consists of the alignment of current business units, standard operating procedures, and technology solutions, all in support of the documented strategies and the City's comprehensive plan. By developing an asset management policy, the City is following international asset management standards, ISO 55000. ISO 55000 standards are internationally accepted as best practices for developing AM principles and concepts in the development of an organization's AM Program foundation and the continual and consistent improvement of the AM Program into the future.

Principles

The City makes engineering, operational and financial decisions to optimize its long-term financial position. The City is committed to the asset management fundamentals: value, alignment, leadership, and assurance. These AM principles are accomplished through an alignment with asset management principles (maximizing asset lifespan and lowering lifecycle costs) and best practices (AM Objectives reflect and align with the organization's vision, mission, and goals). These apply to:

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

- Consistent and reliable services, meeting levels of service provided to the citizens in the stewardship of its assets.
- Transparency of the decision-making process to maintain trust in the capital investments selection process and improve confidence in services provided to stakeholders and the public.
- System reliability and sustainability.
- Ensuring the importance of minimizing the City's impact on the environment.
- Meeting all legal and regulatory requirements.
- A proactive approach taken by the City in the management of assets minimizes costly reactive actions and lower risk exposure.

Alignment

The City's AM Policy aligns asset management objectives with the City's Comprehensive Plan goals. The City's plan lays out the vision of the future, and below are two key priorities in alignment with the AM objectives:

- Guided decision-making by the City, ensuring that ordinances, regulations, programs, and projects are developed in accordance with community values and goals.
- Measurable and achievable actions that most effectively utilize limited resources retain the small-town character of Port Orchard and build an even stronger community.

The full AM Policy document is included in **Appendix A**.

ASSET MANAGEMENT OBJECTIVES

The definition of an Asset Management Objective is the transformative organizational outcomes into achievable actions. AM objectives should reflect an organization's high-level objectives and strategic vision and goals. AM Objectives also measure the organization's progress in pursuit of an organization's strategic goals and objectives.

Purpose

The City is currently experiencing significant growth in population and the accompanying challenges it must overcome. The City addresses these challenges by preparing for the impacts and the demands its infrastructure will have to support today and into the future. The City's Comprehensive Plan is a strategic document that conveys the vision, goals, and outcomes the City envisions for its future. A very symbolic paragraph of the Comprehensive Plan is from (Chapter 1, Section 1 Subsection 1.1.1) Statement of Purpose and Intent) *"The Port Orchard Comprehensive Plan establishes a framework for taking on the challenges of today and the future. The Plan integrates the desires of the community and best practices in contemporary city planning, making the government more responsive to the needs of the community and more connected with residents. Used properly, this document will guide decision-making and development in the City by ensuring that ordinances, regulations, programs, and projects are developed in accordance with community values and goals. The goals and policies of the Plan specify measurable, achievable actions that most effectively utilize limited resources, retain the small-town character of Port Orchard, and build an even stronger community."* (Port.Orchard.Comprehensive.Plan, 2018) The paragraph was frequently referenced and guided the formative development of the City's Asset Management Policy and Asset Management Objectives

Process

KCI's process and approach began with a request to the City for relevant strategic and planning documents to be reviewed and discussed with the City's project team in a workshop setting. Relevant sections and statements within The City's 'Port Orchard Comprehensive Plan.' (Chapter 1, Section 1.2) '2023 Targeted Outcomes' influenced the development of the Asset Management Objectives. The AM objectives developed align with the Plan's '2036 Targeted Outcomes.' (Port.Orchard.Comprehensive.Plan, 2018)

The City's AM Objectives are listed below (A and B). Each objective has an associated table with the actions needed to achieve it and align with the City's targeted outcomes. KCI facilitated and guided the City's Project Team through a collaborative process to develop the City's Asset Management Objectives:

- A – Asset Management Programmatic Development
- B – CMMS Implementation & Training

STRATEGIC ROADMAP

The City of Port Orchard invests a significant amount of tax dollars annually. The capital funds improve the City's infrastructure and replace capital assets that have failed, reached the end of their useful life, or need replacement due to regulatory requirements. All fall under their Capital Improvement Plan (CIP). Another significant City investment is for the Operations and Maintenance (O&M) of the City's infrastructure investment. The City and its project team are new to the asset management principles and concepts. They are learning that an AM program is not a one-time project but a management framework that informs business operations for asset stewardship over the long term and depends on continuous improvement.

Asset management objective strategic initiatives/recommended actions are the AM Objectives developed with input and comments from the City. KCI facilitated discussion workshops and collaborated with the City's project team. Each AM Objective in the table below has an over-arching Strategic Roadmap timeframe for developing an Asset Management Program.

Table 2 - Asset Management Objectives

AM Objectives:		Initiate by:	Finish by:
A	Asset Management Programmatic Development	Q1-23	Q3-26
B	CMMS Implementation and Training Services	Q1-23	Q3-27

The following tables A1-A7 and B1-B4, provide the City with a recommended action Strategic Roadmap aligned with AM best practices and the actions required to achieve the asset management objectives in developing the City's Asset Management Program. Each table describes an action(s), provides an estimated time frame, the completion of prerequisite action(s) before initiation, and identifies City staff that are responsible for tracking and shepherding the action(s) from start to completion. The associated action "Estimated Timeframes" are as follows:

- **Immediate Action (Current month – Q3 2023)**
- **Near-term Action (Q4 2023 – Q4-2024)**
- **Long-term Action (Q1-2025- Q4-2027)**

Objective A: Asset Management Programmatic Development

Developing an Asset Management Program is a significant step forward for the City by informing and guiding City staff in effectively and efficiently using well-defined and documented processes and procedures to reduce potentially avoidable asset failures. AM Objective (A) AM Programmatic Development and the associated actions below provide the City with a strategic roadmap to achieve the benefits and outcomes of applied asset management principles and best practices.

A1. Asset Management Team (AMT)

Action Description: Formation and formalization of an Asset Management Team (AMT). The AMT is responsible for centralized coordination of asset management activities across Public Works, managing and tracking the implementation and completion of recommended actions, QA/QC oversight, and aligning with AM best practices. The AMT identifies and selects Asset Management Consulting firms to assist the City in pursuing the continual development of an AM Program. The AMT also leads the selection process of a CMMS software vendor and supports the CMMS vendor by providing implementation and training services. The AMT should include the following roles:

- Public Works Director
- Finance Director
- City Engineer
- Utility Manager
- PW Operations Manager
- PW Foreman
- Deputy Finance Director
- IT Manager
- GIS representative (external GIS consultant when necessary)
- Office Assistant II

Current State: Public Works has an informal team that meets to discuss system issues, operations and maintenance, staff allocation, and capital investments. However, this casual team focuses primarily on day-to-day tasks and high-priority repairs and replacements.

Benefits: A coordinated effort of an AMT will reduce costly asset failure occurrence, provide targeted and strategic inspections and preventative maintenance activities, and proactive planning and continual improvement of processes and procedures.

Table 3- AM Objective A: Asset Management Programmatic Development (Action 1)

Table 5- AMT Objective 1: Asset Management Programmatic Development (Action 1)											
Action (A1)	Asset Management Team (AMT)										
Priority	IMMEDIATE ACTION										
Responsibility	Primary	Utility Manager			Support		PW Operations Manager				
Prior Action(s)	NA										
Time frame	3/1/2023		to	3/31/2023			by	March 31, 2023			
Action Level of Effort Internal (City)	2		FTE		12-18		Hours		24-36		Total Hrs.
Implemented Action Completion Identifier	The 1 st AMT Meeting should be held in early April of 2023. The 1 st AMT Meeting's final agenda item should be to schedule the 2 nd AMT Meeting for July of 2023. Then, Implemented Action is Complete.										
Annual Action LOE Mtg. Lead and Duration	Lead	1 st Meeting – Utility Manager					Duration		2 Hr. Meeting		
Mtg. Frequency	Annual Mtgs.		4	When	Quarterly		and				
Mtg. Attendees (#)	# Attendees		6-10		Hrs.	24-40		Annual Tot Hrs.		96-160	
AMT Approval	NA										
Recurring Action	AMT Meetings are held on a quarterly basis.										

A2. CMMS Implementation Team

Action Description: The CMMS Implementation Team supports the CMMS vendor before, during, and throughout the implementation of the CMMS software and staff training. Provide the CMMS vendor with all available and required processes, procedures, methodology documentation, and associated data. The implementation team will also coordinate the scheduling of staff and identification of the required resources to shepherd the project from start to finish successfully. It is recommended that the implementation team include key staff associated with the ‘System’ being implemented. For example, the Wastewater System was identified as the first to be implemented. Therefore, the following roles are recommended to be on the implementation team:

- Utility Manager
- IT Manager
- PW Operations Manager
- PW Foreman
- GIS representative
- and other Staff associated with the System Implementation

Current State: The current executive team realizes the need for a way to track work activities associated with assets to track the allocation of resources and the future replacement cost. There is also agreement that implementing a CMMS will require existing staff time, support, and input. Without the formation of the implementation team, the City may struggle to allocate staff collectively effectively, with

potential downstream effects on inspection, preventative maintenance, repairs, and reporting timeliness and the required frequency to meet regulation requirements or standards.

Benefits: An implementation team will ensure focused planning, appropriate stakeholder input and involvement, and buy-in to the new CMMS software. The implementation team members will gain essential knowledge about the impacts on their existing duties and staff, adequate allocation of staff time in CMMS training, and the net outcome in efficiencies and performance effectiveness. Also, the process documents lessons learned to reduce the time and costs when implementing the system. The implementation team will start with Wastewater, leaving time to work through new processes and procedures. In the near-term, implement the remaining Utilities System (Water and Stormwater), and the long-term plan is to implement the Transportation System.

Table 4 - AM Objective A: Asset Management Programmatic Development (Action 2)

Action (A2) CMMS Implementation Team										
Priority	IMMEDIATE ACTION									
Responsibility	Primary	Utility Manager			Support	PW Operations Manager				
Prior Action(s)	A1									
Timeframe	4/1 – 5/31		to	7/1-8/31 of 2023		by	Prior to the new CMMS Implementation			
Action Level of Effort Internal (City)	6	FTE	8		Hours	48		Total Hrs.		
External (Consultant)	NA	to					Weeks to complete			
Internal Support of External (Consultant)	NA	FTE			Hours			Weeks		
Implemented Action Completion Indicator	The Action is considered complete once the City's CMMS Implementation Team has met for the second meeting. The frequency and duration of meetings are up to the Primary Lead and the Public Works Director.									
Annual Action LOE Mtg. Lead and Duration	Lead	Utility Manager				Duration	1-Hour			
Mtg. Frequency	Annually	TBD	When	TBD			and	TBD		
Mtg. Attendees (#)	# Attendees		TBD		Hrs.	TBD	Tot. FTE Hrs.		TBD	
AMT Approval	When required									
Recurring Action	The implementation team will meet one to two months before implementing the next System (Water, Stormwater, and Transportation). The number of FTEs and time needed to prepare for and Implementation depends on the System and its complexity.									

A3. Asset Inventory and Hierarchy Development

Action Description: Leverage the GIS as an authoritative/system of record for each asset class and hierarchy. Implement data management policies and procedures with embedded quality control checks for consistent and accurate datasets. Verify a GIS-centric platform to ensure the City can be software agnostic and unimpeded in selecting a future CMMS/EAM platform. Standardize asset attributes and fully document design and data processes to ensure sustainability. Classify assets in a hierarchy so that cost and condition role up from components to sub-systems and then to the larger systems.

Current State: Currently, the location of the majority of the City’s assets is based on CAD drawings, with a small portion coming from paper or Microfiche. A complete account of the City’s asset inventory is reviewed so that data sources can be identified and documented to understand the accuracy of the data fully. With years of experience operating and maintaining the system, operations and maintenance staff have added data based on institutional knowledge. Also, facility data on vertical assets such as Lift Stations and Wet Wells will need to be normalized and categorized in an asset hierarchy; currently, essential data is only found as attributes of the vertical asset class. Understanding how costs and conditions roll up will be necessary for decision-making on these facilities.

Benefits: The benefits of developing an asset inventory and hierarchy are significant. Most CMMS software requires a location, usually a GPS-collected coordinate, to associate work activities performed on an asset. As the City utilizes the CMMS over time, asset performance and lifecycle analysis cost data to improve decision-making to extend the life of an asset and reduce unanticipated asset failure.

Table 5 - AM Objective A: Asset Management Programmatic Development (Action 3)

ACTION (A3)		Asset Inventory and Hierarchy Development									
Priority	IMMEDIATE ACTION										
Responsibility	Primary	Utility Manager				Support	PW Operations Manager				
Prior Action(s)	A1										
Timeframe	4/1/2023		to	9/31/2023			by	Beginning of Q4-2023			
Level of Effort Internal (City)	3		FTE	12			Hours	24		Weeks	
External (Consultant)	\$11,000		to	\$23,000				8		Weeks	
Internal Support of External (Consultant)	2		FTE	8		Hours	8		Weeks		
Implemented Action Completion Indicator	A comprehensive and representative inventory of spatial assets is available within the GIS with attribution that aligns with industry best practices and meets the future CMMS requirements as well as the asset hierarchy. The option of assistance from an External Consultant is available; however, the effort and associated costs are dependent on the level of accuracy and required asset data population requested by the City.										

A4. Asset Management Program – Strategic Funding Plan

Action Description: Development of an AM Program 5-Year Funding Strategy for consistently allocating resources and budget to meet the funding needs of necessary actions to achieve the identified asset management objectives within the stated period. Driven by the AM Policy, and should outline a five-year AM Program development budget to meet the immediate, near-term, and long-term recommended actions to complete and achieve each Asset Management Objective.

Current State: The current funding is adequate based on the City’s first asset management project. Future funding is based on assumptions and a general idea of what budget dollars may meet the future needs required to develop an Asset Management Program. These are based on various discussions with the Finance Director and assumptions because of the sensitivity of disclosing budgets to the current consulting firm.

Benefits: The City Council, Mayor, Finance Director, Public Works Director, and key management staff will have the ability to align budgets and the allocation of resources strategically, programmatically, and in a timely manner to develop the Asset Management Program. It also provides flexibility to the City if budgets need to be tightened or loosened

Table 6 - AM Objective A: Asset Management Programmatic Development (Action 4)

Action (A4)	Asset Management Program – Strategic Funding Plan										
Priority	IMMEDIATE ACTION										
Responsibility	Primary	Finance Director			Support	Utility Manager					
Prior Action(s)	A1	A2									
Time Frame	3/2023		to	6/2023			by	6/30/2023			
Action Level of Effort Internal (City)	3	FTE	16-24		Hours	12		Weeks to Complete			
Implemented Action Completion Identifier	A final document aligns the Funding Strategy with the Recommended Actions										
Annual Action LOE Mtg. Lead and Duration	Lead	Finance Director					Duration	2 Hr. Meeting			
Mtg. Frequency	Annually		1	When	September				and	First week	
Mtg. Attendees (#)	# Attendees		3-5		Hrs.	6-10		Tot. FTE Hrs.		6-10	
AMT Approval	AMT Review and Comment										
Recurring Action	Annual meeting – the first week of September.										

A5. Asset Management Training Goals Document

Action Description: Develop an ‘Asset Management Training Goals document for the City’s management and staff. It should define obtainable performance goals and targets with consistent and measurable methods applied in staff training and their progress. The primary reasons for an AM Training Goals document should be clearly stated objectives, rational, and identification of the intended audience of stakeholders. The AM Training Goals document needs identified timelines. If applicable, other AM training includes CMMS User Training, User Group Meetings, Asset Management related conferences, sessions, training, and certifications.

Current State: An Asset Management Training Goals document does not currently exist.

Benefits: Managers and staff will develop, reinforce, and advance AM best practices to promote, enhance, and advance the development of the Asset Management Program at the City. Deeper buy-in by management and staff will improve effectiveness and efficiencies as consistent and continual training and education are achieved.

Table 7- AM Objective A: Asset Management Programmatic Development (Action 5)

Action (A5)	Asset Management Training Goals Document										
Priority	NEAR-TERM ACTION										
Responsibility	Primary	Utility Manager				Support	PW Operations Manager				
Prior Action(s)	A2	A4	B2								
Time Frame	Oct-23		to	Dec-23			by	January 1, 2024			
Level of Effort Internal (City)	2		FTE	32-48			Hours	64-96		Total Hrs.	
External (Consultant)	\$9,000		to	\$18,000				4		Weeks	
Internal Support of External (Consultant)	2		FTE	16-24			Hours	32-48		Total Hrs.	
Implemented Action Completion Indicator	Once the AMT has reviewed and accepted the AM Training Goals document, the Action is complete.										
Annual Action LOE Mtg. Lead and Duration	Lead	TBD					Duration	1 hour			
Mtg. Frequency	Annually	1	When	September				and	3 rd Week		
Mtg. Attendees (#)	# Attendees		5	Hrs.	2	Tot. FTE Hrs.		10			
AM Team Approval	Required										
Recurring Action(s)	Review, update, and improve the AM Training Goals document each year.										

A6. Asset Management Plan (AMP) Development - Utility System

Action Description: The AMP for the Utility System provides a document/plan to formalize system-specific processes, procedures, methodologies, mandatory requirements, and reporting. The AMP also documents an Asset Inventory, Condition Assessment, Business Risk Exposure, Lifecycle Management Strategies, and a 10-year Replacement Schedule. The development of the Utilities System AMP is guided by the City's SAMP and staff's knowledge of the Utility System. The SAMP provides the strategic vision and overarching framework to provide guidance and consistency to all supporting System AMPs. An AMP is considered a living document, continually reviewed and updated on a consistent basis. Traditionally organizations updated their AMPs annually.

Current State: There is documentation currently being used by the City; however, additional documentation is needed to align with industry best practices and to ensure consistency in work performed to meet delivery standards and regulatory requirements. The SAMP will provide a consistent strategic framework guiding the development of the Utility System AMP.

Benefits: The Utility System AMP provides transparency to management and the governing body by clearly documenting the System's Asset Inventory, inspection and condition rating methodologies, Business Risk Exposure, Lifecycle Management Strategies, and a 10-year Utility System Replacement Schedule. It provides guidance to the process of succession (retirement, promotion, and newly hired staff)

and centralizes the decision-making process for consistency and the opportunity to improve as asset lifecycle data grows.

Table 8- AM Objective A: Asset Management Programmatic Development (Action 6)

Action (A6)	Asset Management Plan (AMP) Development Utility System									
Priority	NEAR-TERM ACTION									
Responsibility	Primary	Utility Manager			Support	PW Operations Manager				
Prior Action(s)	A1	A3	B3							
Time Frame	Q1-2024		to	Q2-2024			by	The beginning of Q3-24		
Action Level of Effort Internal (City)	NA		FTE				Hours			Total Hrs.
External (Consultant)	\$65,000		to	\$80,000			8	Weeks to complete		
Internal Support of External (Consultant)	4-8		FTE	32-64		Hrs.	64-128		Total Hrs.	
Implemented Action Completion Indicator	The Wastewater system is considered phase 1, and phase 2 will include the Water and Stormwater Systems. Once phase 2 has been completed and phases 1 and 2 are consolidated into the AMP for the Utility System. And the formalized AMP - Utility System has been recognized by the City and Public Works Director.									
Annual Action LOE Mtg. Lead and Duration	Lead	Utility Manager					Duration	2 Hr. Meeting		
Mtg. Frequency	Annually	1	When	TBD				and	TBD	
Mtg. Attendees (#)	# Attendees		3-5		Hrs.	6-10		Tot. FTE Hrs.		6-10
AMT Approval	Required									
Recurring Action	Annual Utility System AMP Review and Improvement Meeting (TBD)									

A7. Asset Management Plan (AMP) Development - Transportation System

Action Description: The AMP for the Transportation System provides a document/plan to formalize system-specific processes, procedures, methodologies, mandatory requirements, and reporting. The AMP also documents an Asset Inventory, Condition Assessment, Business Risk Exposure, Lifecycle Management Strategies, and Replacement Schedule. The development of the Transportation System AMP is guided by the City's SAMP and is considered a living document to be updated annually.

Current State: Staff follows established processes and procedures when performing work activities. There is documentation, and additional documentation is needed to align with industry best practices and to ensure consistency in work performed to meet delivery standards and regulatory requirements.

Benefits: The Transportation System AMP provides transparency to management and the governing body by clearly documenting the System's Asset Inventory, inspection and condition rating methodologies, Business Risk Exposure, Lifecycle Management Strategies, and a 10-year Transportation System Replacement Schedule. It provides guidance to the process of succession (retirement, promotion,

and newly hired staff) and centralizes the decision-making process for consistency and the opportunity to improve as asset lifecycle data grows.

Table 9- AM Objective A: Asset Management Programmatic Development (Action 7)

Action (A7)	Asset Management Plan (AMP) Development Transportation System									
Priority	LONG-TERM ACTION									
Responsibility	Primary	City Engineer				Support	PW Operations Mgr.			
Prior Action(s)	A1	A3	B4							
Time Frame	Q1-2026		to	Q2-2026			by	The beginning of Q4-26		
Level of Effort Internal (City)	NA		FTE			Hours			Total Hrs.	
External (Consultant)	\$50,000		to	\$90,000			8-10		Weeks	
Internal Support of External (Consultant)	5-8		FTE	40-64		Hours	80-128		Total Hrs.	
Implemented Action Completion Indicator	The action is complete when the City accepts the final Transportation System AMP System.									
Annual Action LOE Mtg. Lead and Duration	Lead	City Engineer					Duration	2 Hr. Meeting		
Mtg. Frequency	Annually	1	When	TBD				and	TBD	
Mtg. Attendees (#)	# Attendees		4-6		Hrs.	8-12		Tot. FTE Hrs.		8-12
AM Team Approval	Required									
Recurring Action(s)	Annual Transportation System AMP Review and Improvement Meeting									

Objective (B): CMMS Implementation & Training Services

In developing an Asset Management Program, CMMS software is essential tool organizations use to track and schedule work activities and track the lifecycle costs of assets. A CMMS also allows system managers to establish processes and procedures that ensure consistent data input and the allocation of resources to operate and maintain the system they oversee. The historical data collected can be analyzed. Quantitative data-based decision-making results are accessible and transparent. The training of staff on the new CMMS ensures consistency.

B1. RFP – CMMS Implement Wastewater System and Training

Action Description: Review the consultant (KCI) provided CMMS technical requirements and demo script document. Integrate this document into a City of Port Orchard RFP.

Current State: The City does not have CMMS in place and has challenges in tracking asset performance tracking and associated costs.

Benefits: Upon complete implementation of the CMMS software, the City staff's proficiency in utilizing the software is anticipated to yield noticeable benefits such as reduced reactive responses and increased utilization of proactive approaches. The CMMS software will enable the staff to track asset-associated O&M costs, and staff performance, generate standardized and consistent reports, and make data-driven decisions and analyses. As a result, the delivery of services to customers will become more transparent, defensible, and efficient.

Table 10- AM Objective B: CMMS Implementation & Training Services (Action 1)

ACTION (B1) RFP – CMMS Implement Wastewater System and Training										
Priority	IMMEDIATE ACTION									
Responsibility	Primary	Utility Manager			Support	PW Operations Manager				
Prior Action(s)	A1									
Time Frame	3/10/2023	to	4/31/2023			by	5/31/2023			
Level of Effort Internal (City)	3	FTE	12		Total Hours	36		Total Hrs.		
External (Consultant)	NA	to	NA			NA			Weeks	
Internal Support of External (Consultant)	NA	FTE	NA		Hours	NA		Total Hrs.		
Implemented Action Completion Indicator	Release of the RFP to CMMS vendors/Asset Management Consulting Firms.									

B2. Procure – CMMS Implementation & Training Services - Wastewater System

Action Description: The City has expressed a desire to select a CMMS vendor that best aligns with and meets the functional requirements requested by the City and procure the CMMS software, implementation, and training services from the selected CMMS vendor. The Wastewater System is considered phase 1. Phase 2 is the implementation and training of the Water and Stormwater Systems.

Current State: The City does not have CMMS software.

Benefits: A CMMS software that has been implemented and staff trained on using the software effectively should become evident as reactive responses decrease and proactive approaches are applied. An ability to track costs, asset and staff performance, standardized and consistent reporting, and an increase in data-based decision-making and analysis should lead to clear, transparent, and defensible methods and approaches in delivering service to customers.

Table 11- AM Objective B: CMMS Implementation & Training Services (Action 2)

Table 11- AII Objective B: CMMS Implementation & Training Services (Action 2)										
ACTION (B2)		Procure CMMS Software and the Implementation & Training Services for the Wastewater System								
Priority	NEAR-TERM ACTION									
Responsibility	Primary	Utility Manager			Support		PW Operations Manager			
Prior Action(s)	A2									
Time frame	May-23		to	July-23			by	July 31, 2023		
Level of Effort Internal (City)	NA		FTE	NA		Total Hours		NA		Weeks
External (Consultant)			to	Depends on Bids from CMMS Vendors					Weeks	
Internal Support of External (Consultant)	6-10		FTE	220-320		Tot. Hrs.		10-12		Weeks
Implemented Action Completion Indicator	This Action is considered completed once the new CMMS is fully implemented for the Wastewater System and relevant management and staff have been fully trained by the CMMS vendor.									

B3. Contract Implementation & Training Services - Utility System

Action Description: Wastewater System will be complete by this time (Phase 1 is complete) – This action is to contract services to implement the Water and Stormwater Systems (Phase 2). Completing the Utility System (Wastewater, Water, and Stormwater Systems) implementation and staff training.

Current State: The City does not have CMMS software; however, once the action is initiated, a new CMMS has been implemented, and staff has been trained for the Wastewater System.

Benefits: The City has significant benefits once a new CMMS is procured and fully implemented. Tracking of costs, work activities, work, and asset performance data reporting, increase in data-based decision-making, and transparency to management, staff, and the public.

Table 12- AM Objective B: CMMS Implementation & Training Services (Action 3)

ACTION (B3)	Contract Implementation & Training Services – Utility System									
Priority	NEAR-TERM ACTION									
Responsibility	Primary	Utility Manager			Support	PW Operations Manager				
Prior Action(s)	A2	B2	A5	A6						
Time Frame	Q3-24		to	Q4-24			by	June 30, 2024		
Level of Effort Internal (City)	NA		FTE	NA		Hours	NA		Weeks	
External (Consultant)			to	It depends on Bid from Vendor			24		Weeks	
Internal Support of External (Consultant)	6-8		FTE	180-240		Total Hours	24		Weeks	
Implemented Action Completion Indicator	Once the Water and Stormwater Systems are implemented and staff has been trained on the CMMS, the action is considered completed.									
AM Team Approval	Required									
Recurring Action(s)	NA									

B4. Contract Implementation & Training Services – Transportation System

Action Description: This point has completed the Utility System in time. This action is to contract services to implement all the asset classes under the Transportation System umbrella, including Roads, Bridges, Signs and Signals, and other relevant Right-of-Way (ROW) groups. The contractor should fully implement the Transportation System asset classes, training management, and staff.

Current State: The City does not have CMMS software.

Benefits: The City has significant benefits once a new CMMS is procured and fully implemented. Tracking costs, work activities, work, and asset performance data reporting, increased data-based decision-making, and transparency to management, staff, and the public.

Table 13 - Asset Management Objective B: CMMS Implementation & Training Services (Action 4)

ACTION (B4)		Contract Implementation & Training Services Transportation System									
Priority	LONG-TERM ACTION										
Responsibility	Primary	PW Operation Manager					Support	PW Foreman			
Prior Action(s)	B3	A3	A4	A7							
Time Frame	Q4-2026		to	Q2-2027			by	June 30, 2027			
Level of Effort Internal (City)	NA		FTE	NA		Hours		NA		Weeks	
External (Consultant)			to	Depends on Bid						Weeks	
Internal Support of External (Consultant)	6-8		FTE	160-240		Hours		36		Weeks	
Implemented Action Completion Indicator	After the Transportation System is fully implemented and staff has been trained on the CMMS, the action is considered completed.										
AM Team Approval	Required										
Recurring Action(s)	NA										

Recommended Actions – 5-Year Timeline

Table 14 - Recommended Actions by Asset Management Objective

<div>City of Port Orchard, WA</div> <div>Asset Management Program</div> <div>Strategic Planning Project</div> <div>March 2023</div> <div>Strategic Roadmap of Recommended Actions</div> <div>5-Year Timeline</div>			Required Action(s) Prior to Action	5-YEAR TIMELINE																															
				RECOMMENDED ACTION BY AM OBJECTIVE																															
				Year 1 - AM Program Development												Year 2 - AM Program				Year 3 - AM Program				Year 4 - AM Program				Year 5 - AM Program							
				IMMEDIATE								NEAR-TERM								LONG-TERM ACTION															
					Q2-2023				Q3-2023				Q4-2023				2024				2025				2026				2027						
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					
AM Objective (A)	A: Asset Management Programmatic Development		Start																																
	A1: Asset Management Team (AMT)	A1																																	
	A2: CMMS Implementation Team	A1																																	
	A3: Asset Inventory and Hierarchy	A1																																	
	A4: Asset Management Program - Funding Strategy Plan	NA																																	
	A5: Asset Management Training Goals Document	A2 A4 B2																																	
	A6: Asset Management Plan (AMP) Development Utility System (Phase 1 - Wastewater System and Phase 2 - Water & Stormwater Systems)	A1 A4 B2																																	
	A7: Asset Management Plan (AMP) Development Transportation System	A4 A6 B3																																	
AM Objective (B)	B: CMMS Implementation & Training Services		Start																																
	B1: RFP-CMMS Implement Wastewater System and Training Services	A1																																	
	B2: Procure CMMS Software Implementation and Training Services Wastewater System	A2 B1																																	
	B3: Contract Implementation & Training Services Utility System (Water and Stormwater)	B2 A3 A4 A5																																	
	B4: Contract Implementation & Training Services Transportation System	B3 A3 A4 A7																																	

LIFECYCLE MANAGEMENT STRATEGY

Lifecycle Management is about how an asset is managed at each phase of its life to realize its maximum value. During an asset's life, each stage, as seen in Figure 3, has actions that need to take place so that the asset can be managed in a programmatic fashion. This active management of an asset is the essence of Programmatic Asset Management.

When developing an asset management strategy, KCI typically starts by answering the following questions:

- 1) What do we want to actively manage? The results of that question inform the asset register/asset inventory.
- 2) How do we operate and maintain assets once they are built? A risk-based approach helps agencies with data-driven decision support so that assets perform at a designated level of service (goals). Performance measures should be developed so that performance against goals can be measured.
- 3) How do we retire assets and plan for future assets? This stage is where capital plans are developed so that future renewal needs inform funding and deferred capital gets more attention from Operations & Maintenance.

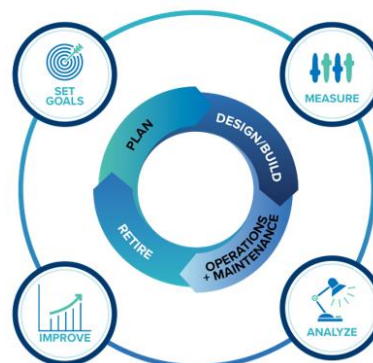


Figure 3 - Outlines the stages of an asset's life. Each stage should be managed as part of the Lifecycle Management.

Under the current scope of work of the SAMP, KCI performed a small lifecycle analysis with recommendations for data improvements so that improvements can be made as a follow on to this report. KCI Leveraged the data we developed to demonstrate how data can inform decisions in the field. This methodology can and should be further developed in individual Asset Management Plans for each asset class and is outlined as part of the City's asset management objectives – recommended actions A6 and A7.

Desktop Assessment of Data

The City has developed a data source using GIS, and is hosted on ArcGIS online, and data models have been standardized and are generally accepted as the industry standard. City has a Geographic Information System (GIS) that provides a comprehensive asset inventory. That said, several database attributes do not fully support asset management, are incomplete, are captured in a related system, or have a low confidence level. To support asset management and systems integration, KCI looks for the following information in a relational database format:

Table 15 – GIS Data Fields Required to support Asset Management

Field Name	Role in AM	Data Type	Notes
Asset_ID*	A unique id that can be propagated across systems for integration	UniqueID / Auto Number	This field is necessary for integrations with other systems and should never change. In conversations, we agree that this should be an auto number. KCI suggests a “prefix” so there are no duplications in numbers across asset classes. An example would be SS000001 for Sanitary Sewer Asset 000001.
Installed Date*	Used to determine a rough estimate of the remaining useful life expectancy of an asset.	Date Time	This field can be used to estimate the remaining useful life on assets that don’t have regular condition assessments. We estimate the remaining useful life based on the install date and material.
Material*	The material type helps calculate an asset's remaining useful life expectancy. Varied materials have different life expectancies, and we base this estimation on EPA-published Engineering Standards of Asset Material Life Expectancies.	Domain with Material Type	Age and Material are used to calculate the remaining useful life on assets that do not have regular condition assessments.
Pipe_Size	Size plays a role in determining the Consequence of Failure Ratings.	Integer	The size of the pipe can be used as a variable in consequence of Failure calculations.
Condition	Condition is one of the factors needed to calculate Business Risk.	Domain	Condition is part of the formula for calculating risk.
Consequence	The consequence of failure is one of the factors needed to calculate Business Risk.	Domain	The consequence is part of the formula for calculating risk.
Business Risk	Product of Condition and Consequence	Calculated Field	Risk is used to make O&M and Capital decisions.

Field Name	Role in AM	Data Type	Notes
Confidence	Rating is based on how accurate and dependable the data sources used to gather information on the assets.	Domain	Confidence score allows the end user an opportunity to understand fully
Status	Operational, Spare, and Abandoned tells a story of the actual life of an asset and if it is in the planning stage or in storage as a spare.	Domain	The status of the asset. Data should never be removed from the database; it should be archived.

After the data analysis portion of this project, KCI developed a Data Memo with recommendations, Appendix D. Data Memo, which described data gaps preventing the City from data-driven lifecycle management decisions. The City, KCI, and a data consultant, Flow Analytics, worked to capture critical data in most of the fields, as outlined in [Table 17](#). The data developed was mostly the date of install based on the age of the parcel. Developing an estimated install date allowed KCI to calculate the remaining useful life of assets based on EPA's estimates for Age and Material. This low-confidence analysis helped us calculate Business Risk Exposure to demonstrate data-driven lifecycle management in this SAMP.

Business Risk Exposure

To make data-driven decisions, agencies typically look at the Business Risk Exposure to inform decisions and/or support decisions. Criticality or Risk is commonly referred to as the product of Probability of Failure * the Consequence of Failure. Since Criticality is often ambiguous with Risk, KCI uses the term Business Risk Exposure (BRE) as the product of Probability of Failure (Condition) x Consequence of Failure.

Probability of Failure (Condition)

Calculating the Probability of Failure (PoF) is directly related to failure modes. As asset classes are added, failure modes should be considered to determine how to calculate the PoF. Typical failure modes are highlighted in [Table 17](#). Definitions for failure modes typically come from agreed-upon failure modes and are stored in the CMMS, a Relational Database Management System, or in-field observations stored in a Geographic Information System (GIS). For this study, we used a Mortality Failure Mode that was based on the age and the material of the asset as stored in the GIS unless an observation was made and stored in the condition field of the GIS. The data that was estimated based on parcel age was given a low confidence score so that decision-making could be made with a level of confidence in the data.

In the end, failure modes need to be defined in conjunction with a 'consequence of failure' so that the City can better define BRE across all asset classes, including those with moving parts like motors and pumps. When developing failure modes, the use of [Table 16](#) is a recommended starting point, but it is not comprehensive. The differences between vertical assets like lift stations and horizontal assets like wastewater lines should be considered along with the infrastructure these assets serve. Failure Modes around Capacity and Efficiency are more common in "vertical" assets, where motors and pumps are

common asset classes. For this analysis, the focus was on “horizontal” assets like pipes, so we used a mortality failure mode.

Table 16 - Mortality Failure Mode

Failure Mode	Definition	Management Strategy
Capacity	Capacity Volume of demand exceeds design capacity	Redesign
Level of Service	Functional requirements exceed design capacity	O&M optimization, renewal
Mortality	Consumption of assets reduces performance below an acceptable level	O&M optimization, renewal
Efficiency	Efficiency Operations costs exceed that of feasible alternatives	Replace

An asset inventory is a critical tool that wastewater systems can utilize to manage and maintain aging assets effectively and sustainably. The City has an asset inventory that details many different asset classes. Details such as model and serial number, size, material, year installed, age, useful life, condition, consequence, and business risk should be recorded for each asset, as available.

Of the four horizontal asset classes City wishes to actively manage, minimal data was initially provided for condition ratings and age. ‘Condition’ was calculated based on remaining useful life (mortality failure mode) so that business risk exposure could be calculated. The estimated life remaining is a more conservative lifespan parameter. It is the difference between the age of the asset and the EPA’s expected useful life for the asset. Scoring was on a scale of 1 to 5, where 5 represents the highest probability of failure.

*Table 17 – Utility System Assets * is an attribute that is not necessary for this asset class*

Class	Count	Failure Mode	Material	Age	Size
Sewer Lift Station	20	Capacity / Efficiency	None	None	None
Structure Valves	1617	Mortality	None	None	None
Sewer Flushing	4072	Capacity / Efficiency	4072/4072	4072/4072	4072/4072
Sewer Mains	4072	Mortality	105/4072	139/4072	4072/4072
Water Storage Reservoirs	9	Capacity / Efficiency	N/A*	7/9	None
Water-Fire Hydrant	470	Capacity	N/A*	Flow (99/470) PSI (103/470)	389/470
Water Well	10	Capacity	N/A*	N/A*	None

Water Valves	1295	Efficiency	N/A*	None	None
COPO Water Mains	2685	Mortality	Derived	Derived	2685/2685
Water BO Main	46	Mortality	Derived	Derived	None
Storm Conveyance Main	5880	Mortality	2278/5880	3761/5880	34/5880

Consequence of Failure

Rated based on the size of the water or sewer asset and its proximity to high consequence facilities and/or users should play a significant role in determining the consequence of failure that goes into scoring Business Risk Exposure. The GIS becomes an instrumental tool in developing proximity-based criteria as well. High consequence users that should be identified could include shopping malls, hospitals, rehabilitation centers, medical centers, golf courses, industries, schools, education centers, and trailer parks. These areas need to be in the GIS and identified as high 'consequence of failure' influencers. Consequence of Failure was scored on a scale of 1 to 5, where 5 represents the highest consequence of failure.

Business Risk Exposure Calculated

All the water and sewer assets were scored and weighted for each of the identified factors above; the weighted factors for each asset were scored and given an overall "BRE" score by multiplying the Probability of Failure by the Consequence of Failure. The higher this score, the more urgent the asset should be considered for capital replacement or increased monitoring. For storm assets, KCI used a straight condition score since there was no defined consequence of failure.

Capital Replacement

Based on the Business Risk Exposure calculations, KCI chose to assess and categorize assets into three categories. If the BRE score is above 20, we consider those assets for Capital Replacement. Capital Projects across asset classes can be aggregated by proximity to developing efficiencies in construction. The following risk map shows that many of the assets that have high BRE are in the Northeast section of the City. In many cases, Water and Wastewater Systems have high Business Risk Scores, an example of this is Kitsap St. This is a perfect candidate for a capital project since efficiencies can be gained by replacing both asset classes and the road at the same time. A detailed Capital Project analysis was not part of the scope of this project, but it could be considered part of an Asset Management Plan.

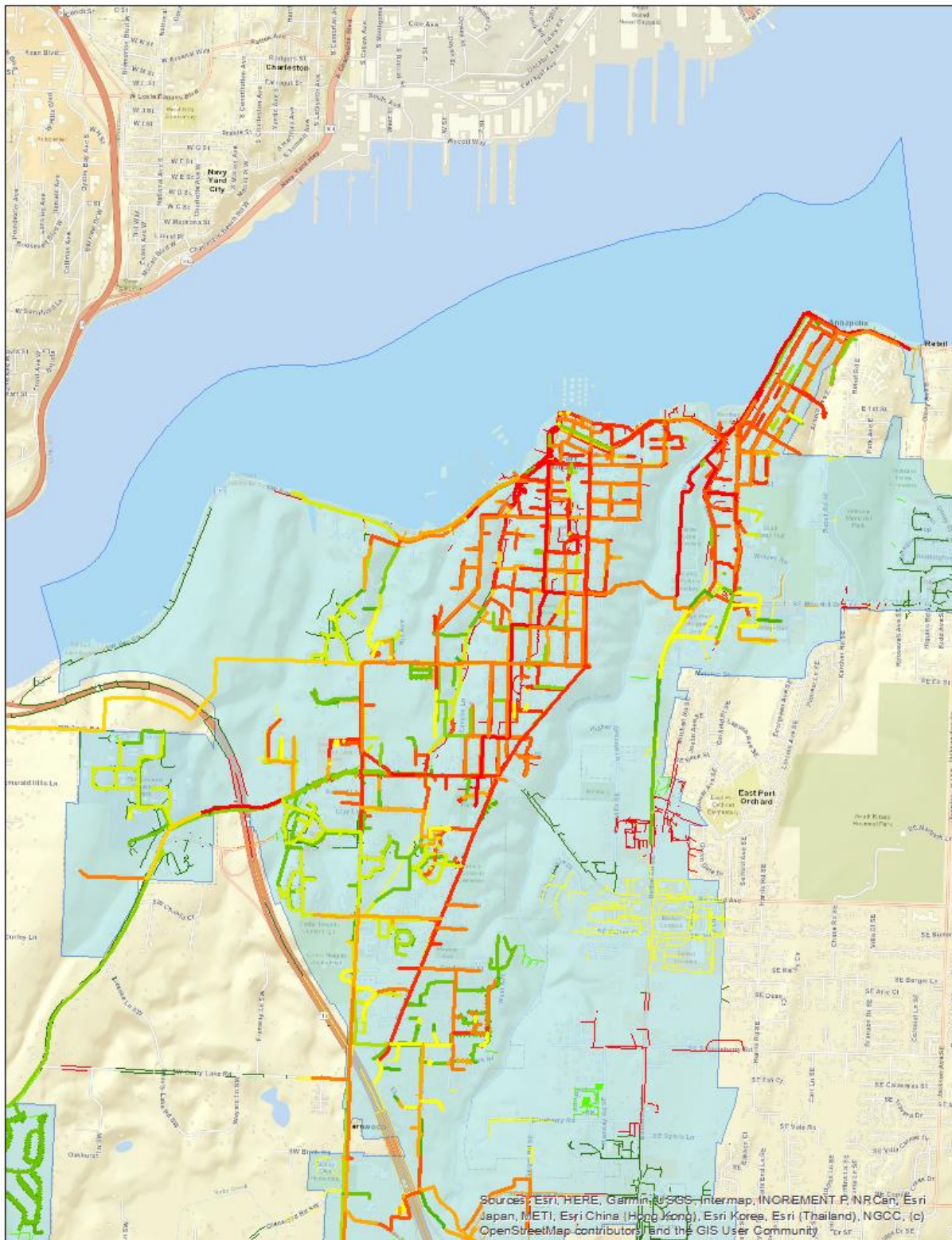


Figure 4 – City of Port Orchard – Map of Business Risk Exposure - Utility System

Operations & Maintenance

Optimized operations and maintenance begin with understanding when and where to place resources based on Business Risk Exposure. Ideally, most resources are placed where Capital Projects have been deferred. These assets can be seen in the “immediate work” quadrant. Assets that are not candidates for capital should receive more aggressive monitoring, as seen in the “aggressive monitoring” quadrants. Finally, assets in the “sample monitoring” can receive the least number of resources.



Figure 5: This is an example of a risk map. Assets in the top right quadrant need immediate work, often in the form of a Capital Project. Assets in the Aggressive Monitoring quadrants should have increased Operations and Maintenance, while assets in the Sample Monitoring quadrant can have reduced activities.

Preventative Maintenance and Levels of Service

Preventative Maintenance (PM) is the regular and routine maintenance of equipment and assets to keep them running to prevent any costly unplanned downtime from unexpected equipment failures. By performing PMs, the utility can better prioritize, plan for, and budget Operations and Maintenance (O&M) projects based on factors that are data-driven and goal-oriented. Performing PM allows the City to ensure the systems are continuing to meet the Level of Service required of them by the City and its customers.’

Wastewater System - Level of Service Goals:

Having routine preventative maintenance for the Wastewater collection system is a best practice and aligns with Levels of Service (LOS) goals. A strong Preventative Maintenance program includes regular inspections and cleaning of manholes, mainlines, force mains, lift stations, and grease traps. Grease trap inspections typically fall under a pretreatment program for Fats, Oils, and Grease (FOG), which is an overall part of the Preventative Maintenance Program.

In discussions with City staff, KCI noted that the utility wishes to maintain a Level of Service as noted in each of the tasks below. The cost estimation to inspect, clean, and televise the manholes and mainlines is given, assuming an agreed-upon LOS per year.

CCTV Gravity Lines

Table 18 – CCTV Gravity Lines – Level of Service Goal

LOS Goal	Feet of Main Line	Days to Complete	Cost/Yr.
20%	72113/360567	48_	\$85,882

- **City** costs per day include two (2) operators and two (1) pieces of equipment.
 - Operator labor rate provided by City is \$61.65/hr. And Jet/Camera Van rate \$100.00/hr.
 - The total cost per day for (2) Operators and (1) piece of equipment equals \$1,786.40.
- For cost calculations, KCI assumes an average of 1,500 feet per day being cleaned and televised.
- Please note that these estimates do not take into consideration the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.

The importance of PM is as follows: CCTV Wastewater systems using PACP or a standardized scoring methodology will allow the City the ability to plan Capital and prioritize Operations and Maintenance based on the condition of the system. Asset Management starts with an understanding of the condition of the system and the risk that condition presents to the City.

Pump Station Inspections

Table 19 – Pump Station Inspections – Level of Service Goal

LOS Goal	Number of Assets	Days to Complete	Cost/Yr.
100% Daily	20	365	\$89,407

- **City** costs per day include one (1) operator and one (1) piece of equipment (truck).
 - Operator labor rate provided by the City is \$61.65/hr. Truck rate \$20.00/hr.
 - The total cost per day for (1) Operator and (1) piece of equipment equals \$245.
- For cost calculations, KCI assumes an average of 3 hrs. per day for inspection and periodic cleaning.
- Please note that these estimates do not take into consideration the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.

The importance of PM is as follows: Pump station inspections affords the opportunity to monitor motors and “rotating assets.” Asset Management Starts with an understanding of the condition of the system and the risk that condition presents to the City.

Wet Wells Cleaning

Table 20- – Wet Wells Cleaning– Level of Service Goal

LOS Goal	Number of Assets	Days to Complete	Cost/Yr.
100% Monthly	10	120	\$7,759

- **City** costs per day include one (1) operator and one (1) piece(s) of equipment (truck).
 - Operator labor rate used is \$61.65/hr. And Jet Truck rate \$100.00/hr.
 - The total cost per day for (1) Operator(s) and (1) piece of equipment equals \$646.00.
- For cost calculations, KCI assumes an avg. (4) hrs. per day for inspection and periodic cleaning.
- Please note that these estimates do not take into consideration the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.

The importance of PM is as follows: Wet Well inspections affords the opportunity to monitor motors and “rotating assets” as well as the overall asset. Asset Management Starts with an understanding of the condition of the system and the risk that condition presents to the City.

Water Distribution System - Level of Service Goals

A preventive maintenance program for the water distribution system can prevent problems by helping the City maintain its system properly. Knowing the ongoing needs of your system and taking action to meet those needs will enhance public health protection, improve the City’s system’s reliability, and reduce the costs of maintaining the water system. Strong preventative maintenance consists of regular hydrant inspections, hydrant flushing, tank inspections and cleaning, and valve inspections while exercising them.

Routine water hydrant inspections and flushing help ensure the proper operation of distribution system hydrants. Distribution system flushing also allows operators to test and ensure that all fire hydrants are operational and have sufficient water pressure for firefighting. Routine flushing also helps reduce the amount of sediment that builds up in the distribution system pipes, especially near dead ends and older sections of pipes. The City has suggested that they wish to perform annual inspections and flow tests on all system hydrants. An estimated calculation for the maintenance cost/year at current operator wages and equipment costs is calculated as follows:

Hydrant Flushing

Table 21 – Hydrant Flushing – Level of Service Goal

LOS Goal	Hydrant Count	Days to Complete	Cost/Yr.
McCormick Woods System	132	13	\$15,152

(separate system)			
City Water System	338	34_	\$38,748

- **City** costs per day include two (2) operators and one (1) piece of equipment.
 - Operator labor rate used is \$61.65/hr. And Crew truck is equal to \$20.00/hr.
 - The total cost per day for (2) Operators and (1) piece of equipment equals \$1,146.40.
- For cost calculations, KCI assumes an average of thirty (30) minutes per flush.
- Please note that these estimates do not take into consideration the drive time between hydrants or the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.

Hydrant Flow Testing

Table 22 - Hydrant Flow Testing – Level of Service Goal

LOS Goal 20%	Hydrant Count	Days to Complete	Cost/Yr.
McCormick Woods System (separate system)	132	26	\$3,783
City Water System	338	68	\$9,687

- **City** costs per day include two (2) operators and one (1) piece of equipment.
 - Operator labor rate used is \$61.65/hr. And Crew truck is equal to \$20.00/hr.
 - The total cost per day for (2) Operators and (1) piece of equipment equals \$1,146.40.
- For cost calculations, KCI assumes an average of (8) Flow Tests per day.
- Please note that these estimates do not take into consideration the drive time between hydrants or the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.
- It is recommended Flushing and Flow Testing at the same time. Reduce truck rolls and crew utilization.

Valve Exercising

Table 23- Valve Exercising (Routine)

LOS Goal	Number of Valves to be Inspected/Exercised	Days to Complete	Cost/Yr.
20%	708	5	\$2,866

- **City** costs per day include two (2) operators and one (1) piece of equipment.
 - Operator labor rate used is \$61.65/hr. And Crew truck is equal to \$20.00/hr.
 - The total cost per day for (2) Operators and (1) piece of equipment equals \$573.20.
- For cost calculations, KCI assumes the operators have an average of 30 valve inspections/exercises per day that are performed manually.
- Please note that these estimates do not take into consideration the drive time between valves or the costs of inflation, annual raises, or any other equipment or material needed to perform repairs.

Section Summary – Utility System

Condition Assessment and PM Programs allow the utility to make better decisions on Optimized Maintenance Strategies and Capital Improvement Projects (CIPs). Please see below for estimated annual Operations and Maintenance per the Level of Service requested. Please note that the costs will fluctuate as The City raises or lowers its Level Of Service expectation.

Table 24 – Annual Estimate of O&M per Level of Service - Utility System Summary

Work to be Performed	Number of Days Required	Cost
Sanitary Sewer Cleaning and CCTV Work	48	\$85,882
Pump Station Inspection	365	\$89,406
Clean Wet Wells	120	\$7,749
Hydrant Flushing		
McCormick Woods (separate system)	13	\$15,1
City Water System	34	\$38,748
Hydrant Flow Testing		
McCormick Woods (separate system)	3	\$3,783
City Water System	8	\$9,687
Valve Exercising	5	\$2,866
Grand Total	596.8	\$253,265

Performing these critical and essential PM tasks will help the City gather the data needed for the City to better assess the overall condition of the system and its assets.

REFERENCED DOCUMENTS

The City provided a significant amount of the referenced documents, along with a few documents that were downloaded from the City's website. These City documents provided KCI with the needed information to develop the SAMP document.

Port Orchard Comprehensive Plan

Introduction (Chapter 1)

Adopted: June 2016 **Revised:** July 2018

Document File Name: 1_JULY-2018-FINAL-ADOPTED.pdf

Utilities (Chapter 7)

Adopted: June 2016 **Revised:** July 2018, July 2020, December 2021, June 2022

Document File Name: 03_JUNE-2022-CLEAN-UTILITIES.pdf

Transportation (Chapter 8)

Adopted: June 2016 **Revised:** July 2018, July 2022

Document File Name: 8_JULY-2020-FINAL-ADOPTED-Transportation.pdf

City of Port Orchard – Shared Files

The City's IT set up a Port Orchard SharePoint folder for KCI and the City to share data. Location .../KCI Project/Shared Documents/ Subfolders

Data and Documents

GIS Data

Shared Dated: September 1, 2022

Shared Method: CITY's SharePoint

- Data File #1 Name: COPO_Uilities-2.mpk
- Data File #2 Name: COPO_Uilities-2.mxd
- Data File #3 Name: New File Geodatabase.gdb.zip
- Data File #4 Name: SQL_Database_TV_Truck.bak

Organizational Chart

2016 IMS Agreement

APPENDICES

Appendix A. Asset Management Policy

Scope

This Asset Management (AM) Policy provides guiding principles, which serve as a foundational framework to achieve City goals and objectives with the development of an asset management program that aligns with the Port Orchard's (City) Comprehensive Plan(s).

Purpose

The purpose of this policy is to document direction from the City Council, as the policy makers for the City of Port Orchard, for the development and implementation of an asset management program for the City. The City Council finds that an asset management program will ensure the consistent use of asset management best practices to maximize the useful life of assets and minimize reactive and unplanned replacement and maintenance of existing assets.

Policy and Delegation of Authority

The City shall develop an Asset Management (AM) program. The AM program should consist of the alignment of current business units, standard operating procedures, and technology solutions, all in support of the documented strategies and the City's Comprehensive Plan. The City is following international asset management standards, ISO 55000, which are internationally accepted as best practices for developing AM principles and concepts in the development of an organization's AM Program foundation and the continual and consistent improvement of the AM Program into the future.

The asset management program will enable the City to make engineering, operational and financial decisions to optimize its long-term financial position. The City is committed to the asset management fundamentals: value, alignment, leadership, and assurance. The program will align asset management principles (maximizing asset lifespan and lowering lifecycle costs) and best practices (AM Objectives reflect and align with the organization's vision, mission, and goals). Further, the program will incorporate the following:

- Alignment with the City's Guiding Principles
 - Are we raising the bar?
 - Are we honoring the past but not living in the past?
 - Are we building connections with outside partners?
 - Is the decision-making process positively impacting diversity, equity, and inclusion?
- Consistent and reliable services, meeting levels of service provided to the citizens in the stewardship of its assets.
- Transparency of the decision-making process to maintain trust in the capital investments selection process and improve confidence in services provided to stakeholders and the public.
- System reliability and sustainability.
- Ensuring the importance of the minimization City's impact on the environment.
- Meeting all legal and regulatory requirements.

- A proactive approach taken by the City in the management of assets minimizes costly reactive actions and lower risk exposure.

Alignment with Comprehensive Goals

The City's AM program will align asset management objectives with the City's Comprehensive Plan goals. The City's program will incorporate two key priorities in alignment with the AM objectives:

- Guided decision-making by the City, ensuring that ordinances, regulations, programs, and projects were developed in accordance with community values and goals.
- Measurable and achievable actions that most effectively utilize limited resources, retain the small-town character of Port Orchard, and build an even stronger community.

Signatures:

- **Community Development Director:** _____ Date: ____/____/____
- **Finance Director:** _____ Date: ____/____/____
- **Public Works Director:** _____ Date: ____/____/____
- **IT Manager:** _____ Date: ____/____/____

Definitions

Term:	Definition:
Asset Management	Asset Management is the coordinated activity of an organization to realize value from assets.
Asset Management Program	An Asset Management Program is an organization's development and continued commitment to following AM principles and concepts with the implementation of the organizational structure required to support planning, funding, allocation of resources, alignment with AM best practices, and continual improvement of all AM processes, procedures, and methodologies.
AM Policy	A formal document for organizational leadership (Board of Directors and Executive Management) to signal their commitment and priorities for an asset management program and provide clear direction as to the appropriate focus and the anticipated levels of asset management practice and engagement.
AM Objectives	Asset Management Objectives are the refinement of asset management policy that applies to all assets and clearly provides specific direction. Objectives should be specific enough to minimize confusion on expectations. Objectives should be tied to existing organizational objectives in an agency's strategic plans or master plans. Objectives should be SMART : Specific, Measurable, Achievable, Realistic, and Time-bound.
Strategic Asset Management Plan (SAMP)	SAMP: "documented information that specifies how organizations objectives are to be converted into asset management objectives, the approach for developing asset management plans, and the role of asset management system/program in supporting the achievement of the asset management objectives." ISO 55000 definitions 3.3.2.
CMMS	Computerized Maintenance Management System: a CMMS is a software tool to track an organization's asset through its entire life cycle, from its acquisition through decommissioning/retirement. This includes Procurement, Maintenance, Resource Allocation (labor, equipment, and inventory), Repairs, and Decommissioning costs.
AMT	Asset Management Team: The team appointed by an organization to review and monitor the Asset Management Program and ensure the development of integrated AM information systems, processes, and plans consistent with an organization's goals and objectives.
Implementation Team	Implementation teams provide an internal support structure to move selected programs and practices through the stages of implementation.

Asset Management Referenced Organizations

Acronym	Association	Referenced Material(s)
ISO	International Standards Organization	ISO 55000, 50001, 50002
IPWEA	Institute of Public Works Engineering Australasia	International Infrastructure Management Manual - 2015
IAM	Institute of Asset Management	IAM Policy Strategy Plans
APWA	American Public Works Association	Asset Management Roadmap

Referenced City Document:

- City of Port Orchard Current Comprehensive Plan

Roles and Responsibilities

The Asset Management Team (AMT) is responsible for the following:

- Updating and improving this AM Policy
- Communicating the AM Policy to City staff and stakeholders

Program Development and Review

The Asset Management Team will develop an Asset Management Program consistent with this Policy. The AMT will review and provide comments and proposed modifications as needed at least annually. The AMT may modify the Program consistent with the principles set forth in this Policy, and any modifications will be communicated to the City Council and all City staff.

Administration of this Asset Management Policy

Action	Name	Date
Draft development	Ben H. & Juston M.	October 2022
Updated	Ben H.	November 16, 2022
Updated	Ben H.	December 9, 2022
Updated	Ben H.	December 20, 2022

Approval Status

This policy has not been approved as of March, 2023.

Approval History

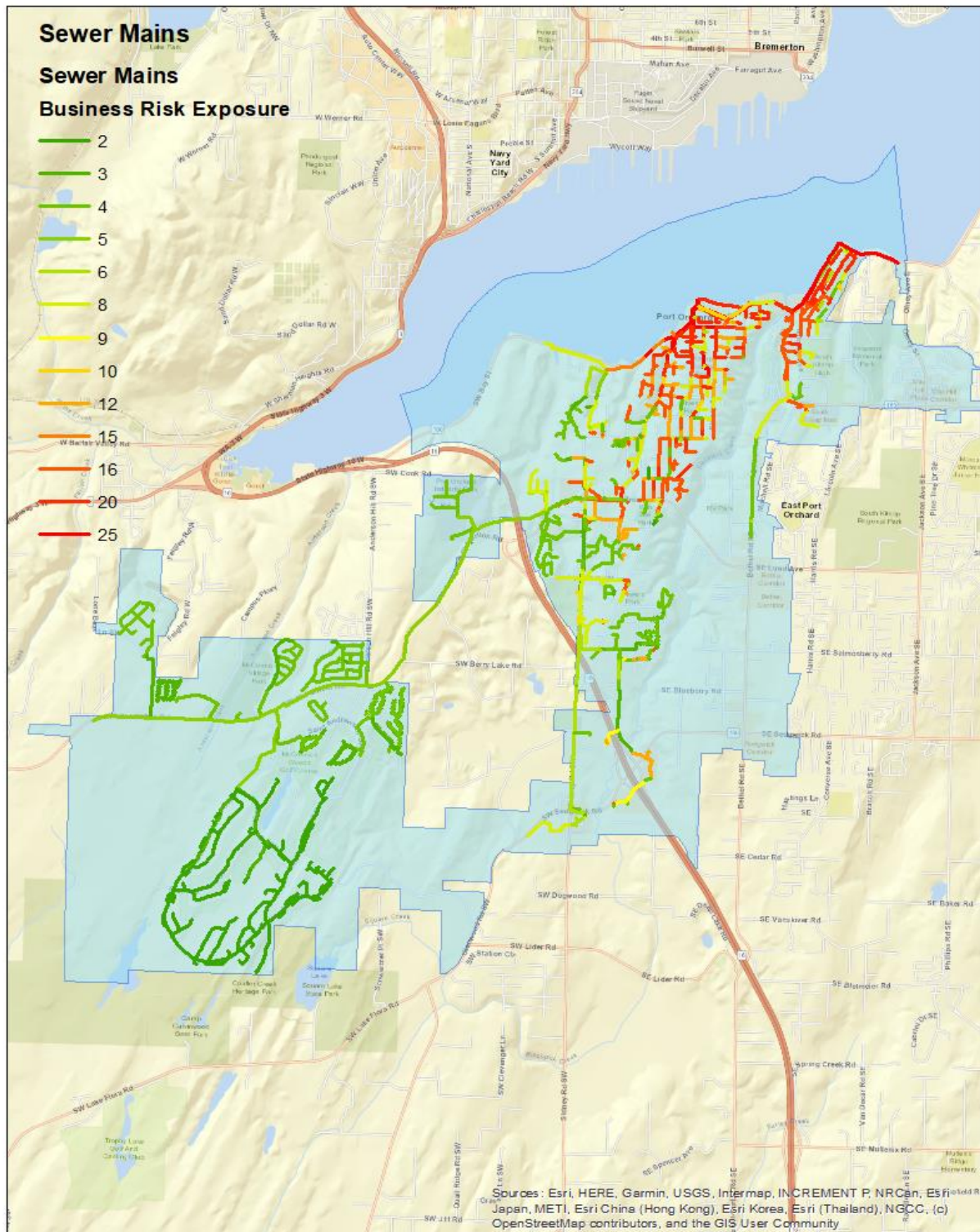
Action	Name	Date

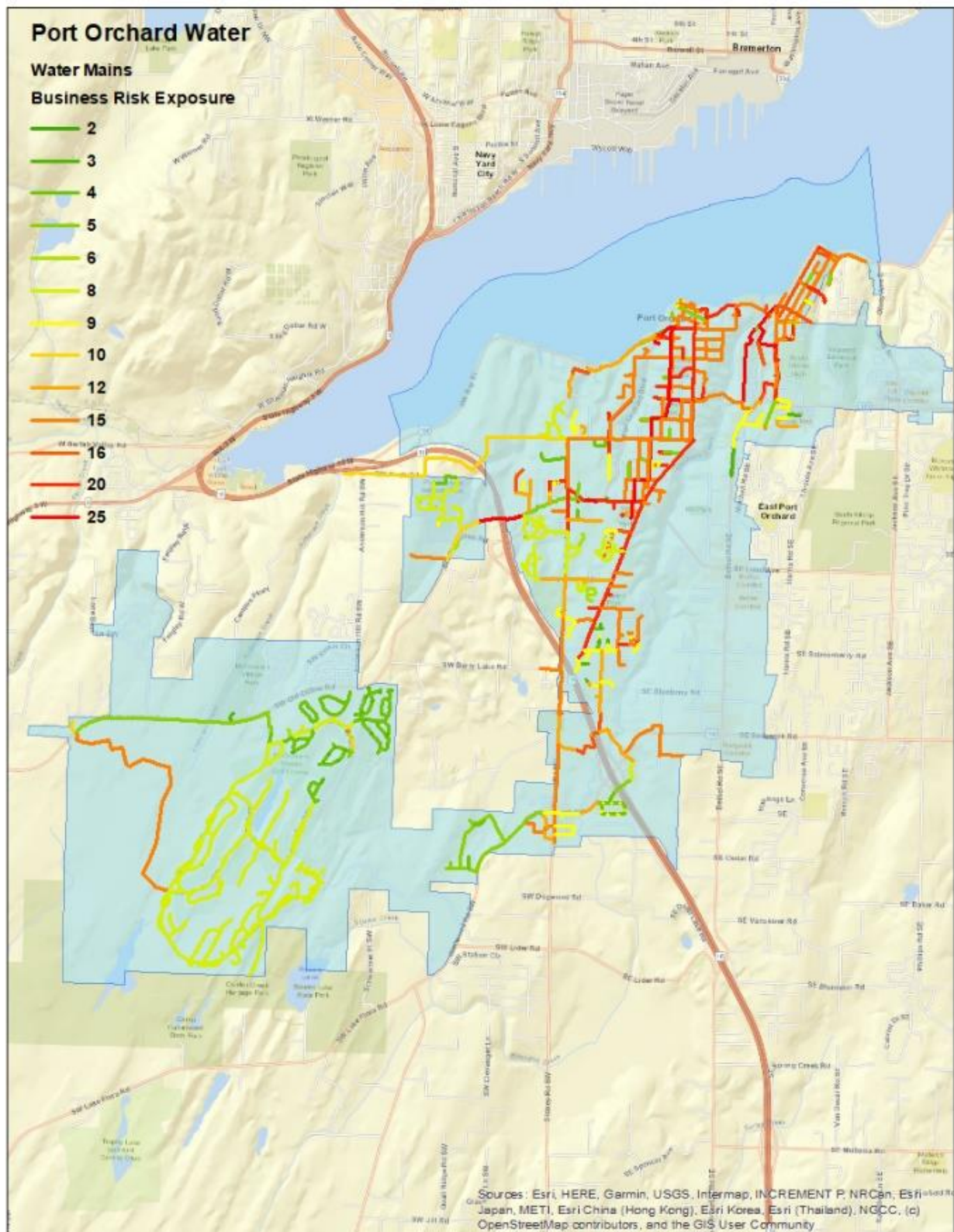
Appendix B. Asset Management Objectives

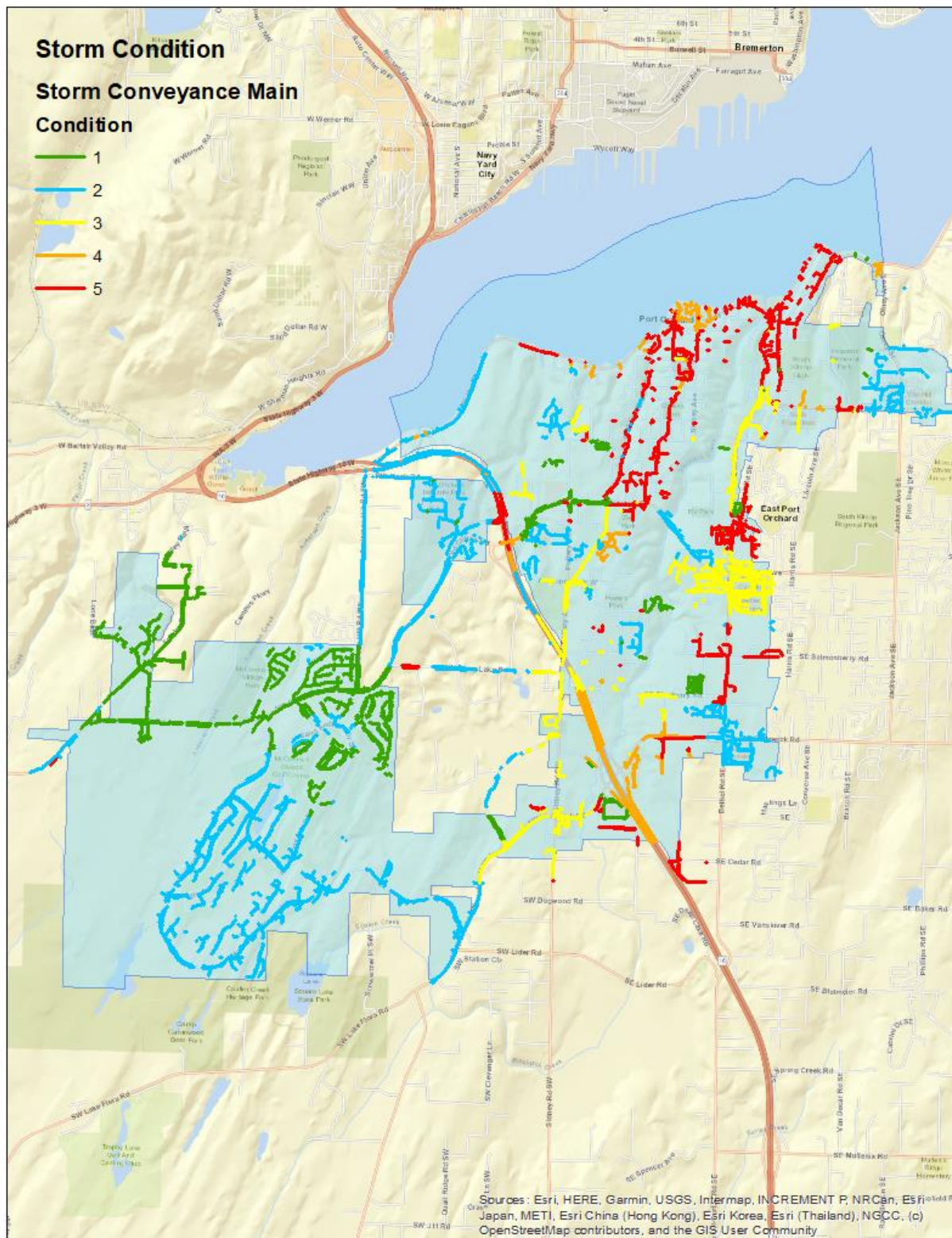
Asset Management Objectives	Responsibility Lead/Support Action Timeline Level of Effort	Start by	Finish by	Recommended Actions to Achieve Asset Management Objective															
OBJECTIVE (A) Asset Management Programmatic Development	Tony Lang	Q1-2023	Q3 2026	(A1) Asset Management Team (AMT) Formation		(A2) Asset Management Implementation Team (AMIT) Formation		(A3) Asset Inventory and Hierarchy Development		(A4) Asset Management Program - Strategic Funding Plan		(A5) Asset Management Training Goals Document		(A6) Asset Management Plan (AMP) Development (Utility System)		(A7) Asset Management Plan (AMP) Development (Transportation System)			
	Action Lead / Support			Lead Utility Mgr.	Support PW Ops. Mgr.	Lead Utility Mgr.	Support PW Foreman	Lead Utility Mgr.	Support Team IT Manager, City Engineer, PW Ops. Mgr., and GIS	Lead Finance Director	Support Deputy Finance Director	Lead Utility Mgr.	Support PW Ops. Mrg.	Lead Utility Mgr.	Support PW Ops. Mgr.	Lead PW Ops Mgr.	Support PW Foreman		
	Action Timeframe			1-Mar	31-Mar	1-Apr	30-Apr	1-Mar	Sep-31	1-Jul	Sep-31	1-Oct	31-Dec	1/1/2024	6/30/2024	1/1/2026	6/30/2026		
	Action Level			IMMEDIATE		IMMEDIATE		IMMEDIATE		IMMEDIATE		NEAR-TERM		NEAR-TERM		LONG-TERM			

OBJECTIVE (B) Procure - CMMS software with Implementation and Training Services	Tony Lang	Q1-2023	Q3-2027	(B1) RFP - CMMS Implementation of Wastewater System and Training Services		(B2) Procure CMMS Software and Implementation and Training Services for Wastewater System		(B3) Contract Implementation and Training Services for Utility System (Water & Stormwater Systems)		(B4) Contract Implementation and Training Services for Transportation System									
	Action Lead / Support			Lead Utility Mgr.	Support PW Ops. Mgr.	Lead Utility Mgr.	Support PW Foreman	Lead PW Ops. Mgr.	Support Utility Mgr.	Lead PW Ops. Mgr.	Support PW Foreman								
	Action Timeframe			1-Apr	30-Apr	1-May	31-Jul	Q3-24	Q4-24	Q4-26	Q2-27								
	Action Level			IMMEDIATE		IMMEDIATE		NEAR-TERM		LONG-TERM									

Appendix C. Business Risk Exposure Maps







Appendix D. Data Memo



MEMORANDUM

TO:	Darren Podraza
FROM:	Juston Manville
DATE:	10/31/2022
SUBJECT:	Asset Management Program Strategic Planning KCI Job Order No. 182208214

The City of Port Orchard (City) has developed an authoritative data source using ArcGIS online, and data models have been standardized. Port Orchard has a robust Geographic Information System (GIS) that provides a comprehensive asset inventory. That said, several database attributes do not fully support asset management, are incomplete, or are captured in a related system. To support asset management and systems integration, KCI looks for the following information in the GIS:

*Table 1: Required fields for Asset Management are identified by * next to field name. The remaining attributes are recommended, potentially in a related table.*

Field Name	Role in AM	Data Type	Notes
Asset_ID*	A unique id that can be propagated across systems for integration	UniqueID / Auto Number	This field is necessary for integrations with other systems and should never change. In conversations, we agree that this should be an auto number. KCI suggests a “prefix” so there are no duplications in numbers across asset classes. An example would be SS000001 for Sanitary Sewer Asset 000001.
Installed Date*	It is used to determine a rough estimate of the remaining useful life expectancy of an asset.	Date Time	This field can be used to estimate the remaining useful life on assets that don’t have regular condition assessments. We estimate the remaining useful life based on the install date and material.
Material*	The material type helps calculate an asset’s remaining useful life expectancy. Different materials have different life expectancies, and we base this estimation on EPA-published Engineering	Domain with Material Type	Age and Material are used to calculate the remaining useful life on assets that don’t have regular condition assessments.

Field Name	Role in AM	Data Type	Notes
	Standards of Asset Material Life Expectancies.		
Pipe_Size	Size plays a role in determining the Consequence of Failure Ratings.	Integer	The size of the pipe can be used as a variable in consequence of Failure calculations.
Condition	Condition is one of the factors needed to calculate Business Risk.	Domain	Condition is part of the formula for calculating risk.
Consequence	The consequence of failure is one of the factors needed to calculate Business Risk.	Domain	The consequence is part of the formula for calculating risk.
Business Risk	Product of Condition and Consequence	Calculated Field	Risk is used to make O&M and Capital decisions.
Confidence	Rating is based on how accurate and reliable the data sources are used to gather information on the assets.	Domain	Confidence score allows the end user an opportunity to understand fully
Status	Operational, Spare, and Abandoned all have different ratings. This rating is part of the overall Condition Score.	Domain	The status of the asset. Data should never be removed from the database.

To move forward, KCI would recommend that CITY add the fields in Table 1 and establish a hierarchy for assets that are to be managed. By capturing the data attributes, the risk of providing service levels can be calculated. Currently, data around Business Risk Exposure (BRE) (condition x probability of failure) is not easily obtained in certain asset classes. Finally, a universal and unique asset id field is critical in assuring that systems can be integrated and assets can be identified across inventories and studies. The lack of a universal unique asset id in every data record is necessary for CITY to integrate with disparate systems.

Condition Scoring

An asset inventory is a critical tool that wastewater systems can utilize to manage and maintain aging assets effectively and sustainably. The CITY has an excellent asset inventory that details many different asset classes. Details such as model and serial number, size, material, year installed, age, useful life, condition, consequence, and business risk should be recorded for each asset, as available.

Of the four horizontal asset classes CITY wishes to actively manage, minimal data is provided for condition ratings and age. Condition is essential because it is a primary factor when calculating business risk. Age data is important because it is used to determine useful life and is an overall factor of the condition score. The useful life of an asset is the estimated length of time an asset can deliver a given level of service. Obsolescence, changes in community expectations, increase in demand, and new regulatory requirements may also influence an assessment of an asset's useful life. Lifespan can be estimated using two methods: estimated life and estimated runtime remaining. The estimated life remaining is a more conservative lifespan parameter. It is the difference between the age of the asset and the EPA's expected useful life for the asset. Suppose the number of years an asset was used is greater

than the expected lifespan. In that case, the estimated life remaining is zero—the estimated life remaining assigning estimated condition scores for the asset’s condition when converted to a percentage of life remaining.

*Table 2: Identified by * is an attribute that is not necessary for this asset class.*

Class	Count	Asset_ID	Install_Date	Material	Size	Condition
Sewer Lift Station	20	None	None	None	None	None
Structure Valves	1617	80/1617	None	None	None	None
Sewer Flushing	4072	219/4072	None	105/4072	139/4072	857/4072
Sewer Mains	4072	219/4072	None	105/4072	139/4072	857/4072
Water Storage Reservoirs	9	None	6/9	N/A*	7/9	None
Water-Fire Hydrant	470	374/470	395/470	N/A*	Flow (99/470) PSI (103/470)	389/470
Water Well	10	None	None	N/A*	N/A*	None
Water Valves	1295	1178/1295	None	N/A*	None	None
COPO Water Mains	2685	None	None	Derived	Derived	None
Water BO Main	46	None	None	Derived	Derived	None
Storm Conveyance Main	5880	5830/5880	None	2278/5880	3761/5880	34/5880

In conclusion, KCI will need to get more information on these assets before we can begin generating an estimated Business Risk Exposure (BRE) score for each asset and asset class. Once we get that information, we can start to analyze the data and create operational strategies and maintenance-related project recommendations based on operational reliability, performance, and anticipated problem assets. This will allow CITY to continue to serve its community better while providing a high level of service and the greatest value for its assets.

Juston Manville

Project Manager: BH

Cc: Ben Hoffman

Appendix E. City Project Team & Stakeholders

Header	
Jacki Brown	Utility Manager
Noah Crocker	Finance Director
Rebecca Zick	Deputy Finance Director
Tony Lang	Public Works Director
Chris Hammer	City Engineer
Sean Dunham	IT Manager
Jeff Heglund	Operations Manager
Chris Esguerra	Public Works Foreman
Darren Podraza	Inspector / GIS Lead
Melinda Lohre	Office Assistant
Zack Holt	Stormwater
Bryan McKinnon	FOG & Backflow

Appendix F. Project Meetings Workshops Interviews

Date	Workshop / Meeting	Attendees	Online or In-Person
8/24/2022	Project Kick-off Meeting	AM Project Team	Online
9/20/2022	Interview	Darren Podraza	In-Person
9/20/2022	Interview	Tony Lang	In-Person
9/20/2022	Project Kick-Starter Meeting	AM Project Team	In-Person
9/20/2022	Interview	Chris Esguerra	In-Person
9/21/2022	Current AM Practices Workshop	AM Project Team	In-Person
9/21/2022	Interview	Steve Havert	In-Person
9/21/2022	Interview	Noah Crocker & Rebecca Zick	In-Person
9/21/2022	Interview	Chris Hammer	Online
9/21/2022	Asset Management Policy Workshop	AM Project Team	In-Person
9/22/2022	Asset Management Objectives Workshop	AM Project Team	In-Person
9/22/2022	Levels of Service Workshop	AM Project Team	In-Person
9/22/2022	Interview	Jacki Brown	Online
9/22/2022	Interview	Zack Holt	In-Person
9/22/2022	Interview	Melinda Lohre & FOG Program Person	In-Person
12/15/2022	Client Review Meeting – Project Staff Input and Comments - Draft AM Policy & AM Objectives	AM Project Team	Online

Appendix G. AMT Agenda Example

Representative, staff member deemed relevant by the AMT, and administrative staff to coordinate meetings, track the progress of AM Program, AM objectives, and the recommended actions from initiation through completion. An example of an AMT agenda:

1. **Asset Management Word and Definition** (1-3 minutes)
 - a. Starts off meeting - LOS, Asset Registry, LoF (likelihood of failure), criticality, etc.
2. **Asset Management Presentation** (5-10 minutes)
 - a. 3 to 4 slides
 - b. Each AMT member takes a turn in the rotation.
 - c. Topics need to be related to Asset Management and could include.
 - i. AM principle, AM concept and AM best practice
 - ii. AM success (tracking, the system fully implemented utilizing the CMMS, etc.)
 - iii. AM conference or chapter meeting attendance update AMT on takeaways.
 - iv. AM-related organization publication or AM article summary (APWA, EPA, IPWEA, ISO, IAM)
 - v. AM definition and terminology
3. **Asset Management Program Progress Updates** (25-55 minutes)
 - a. Deputy Finance Director (5-15 minutes)
 - i. Accounting - Labor Rates, Equipment, Inventory changes
 - ii. FEMA Reimbursement changes
 - iii. Major Replacement/Renewal updates to communicate to the AMT.
 - b. Public Works Operation Manager (10-20 minutes)
 - i. Streets / Pavement
 - ii. Signs & Signal
 - iii. Right-of-Way, etc.
 - c. Utilities Manager (10-20 minutes)
 - i. Wastewater
 - ii. Water
 - iii. Stormwater
4. **AMT Approval(s)** (5 to 20 minutes)
 - a. Comments and discussion of AM plans, processes, procedures, methodologies, reports, analysis, and AM periodic audits
5. **Action Items**

Scheduling of the next AMT meeting. The 2nd week of odd-numbered months

Appendix H. CMMS Demo Scripts

The following demo scripts were prepared to demonstrate a Computerized Maintenance Management System for The City of Port Orchard (City). The vendor may use demo data or data that the City has provided before the demo. The City will send four (4) shape files to help the vendor demonstrate the requirements in the demo script.

Demo Specification: Data Management / Asset Inventory		
Data Source: Demo Data		Objectives: Asset Inventory Creation and Maintenance
Test Case #: 1	Description:	Demo Steps:
I-1	<p>Add assets into the system inventory. The goal is to see the added asset reflected both spatially and in a tabular fashion. We would like to see the following:</p> <ul style="list-style-type: none">• Add an asset spatially.• Is the added data part of the water network or not?• Does meta-data on the change reflect who added the data and when it was added/ edited?	<p>Add a new Pressure Reducing Valve (PRV) to the system along a water line.</p> <ol style="list-style-type: none">1) Enter the following attribute data:<ol style="list-style-type: none">a. A unique id:<ol style="list-style-type: none">i. Can your system provide a unique id, and how does that work?b. Elevation of the PRV in feet.c. Label in text format.d. Pressure in decimal.e. Tracking who added the data.f. Tracking when the data was added /modified.g. Information on how the data was added.<ol style="list-style-type: none">i. Can your system use domains or drop-downs?2) Show the added record on a map.3) Show the added record in a table.

1-2	<p>Modify attributes that are already in the system. We are looking to see the following:</p> <ul style="list-style-type: none"> • Changes from a map. • Changes from a tabular display. • Does the “last edited date” change? • Does the “who edited” field change? • How are changes tracked? 	<p>Select a Pressure Reducing Valve (PRV) with the goal of changing attributes:</p> <ol style="list-style-type: none"> 1) Modify the elevation to 745’ from the map.
1-3	<p>We would like to see how spares in a parent-parent-child relationship are handled. In this scenario, a large valve is removed from one location, refurbished, and placed in another location. We want to track and maintain the work history and location of the valve as it moves from one location to the other. We are looking to see the following:</p> <ul style="list-style-type: none"> • Does the work history follow the valve? • What happens to the useful life of the valve? • How are changes tracked? • Can we track location history? 	<p>Create a work order to refurbish a valve, perform work on the valve, and relocate the valve to a new location.</p> <ol style="list-style-type: none"> 1) Create a work order to refurbish a Pressure Reducing Valve (PRV). 2) Open the work order, virtually do the work, and close the work order. 3) Place the refurbished valve in a new location. 4) Show the complete history of the valve. 5) Show the location history of the valve.

1-4	<p>We would like to see how work is tracked on an asset that is not in the asset inventory. In this script, we want to see how a flooding incident is handled. We would like to see the following:</p> <ul style="list-style-type: none"> • The location of the work order • The resolution • Heat Mapping 	<p>There is flooding at the Intersection of <u>Kitsap St. and Cline Ave. Port Orchard, WA.</u> Send a crew out to explore what might be causing the flooding.</p> <ol style="list-style-type: none"> 1) Create a work request to explore the flooding and assign it to a crew. 2) Show the work request on a map. 3) Query for all SSO work requests on the map. 4) Query for all SSO work requests in a tabular format. 5) Show potential duplicate work requests at the Intersection of <u>Kitsap St. and Cline Ave. Port Orchard, WA</u>
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Demo Specification: Work Management		
Data Source: Demo Data		Objectives: Relationship between Work Requests and Work Orders
Test Case #:	Description:	Demo Steps:
2-1	<p>Build on Test Cases 1-4 and show how work management takes place. We are looking to see the following:</p> <ul style="list-style-type: none"> • How a service request can be created from a citizen portal • How a service request can be input through a mobile application by a crew member • How a service request can be entered using mapping to highlight the location of the flood 	<p>Create a work request for flooding in the road.</p> <ol style="list-style-type: none"> 1. Enter citizen information. 2. Enter information about the incident. <ul style="list-style-type: none"> • location of the call/incident • Request code for the incident 3. Assign Crew(s) to investigate the call
2-2	<p>Show an investigative Sanitary Sewer Overflow (SSO) work request and a scenario where the work request gets closed since there was no work to be performed.</p> <ul style="list-style-type: none"> • Show Equipment, Labor, and Material (ELM) tracking. • Show a scenario where no work order is created “the call was a garden hose that wasn’t shut off,” but time and equipment were still tracked. 	<p>Close the work request for flooding on the road.</p> <ol style="list-style-type: none"> 1) Enter citizen information. 2) Enter information about the incident. 3) Respond to the citizen the discovery of a “garden hose that wasn’t shut off.” 4) Enter Equipment, Labor, and Material (ELM)

2-3	<p>Show an investigative Sanitary Sewer Overflow (SSO) work request and a scenario where the work request gets turned into an SSO work order.</p> <ul style="list-style-type: none"> • Can water shut-off be automated by e-mail based on a citizen database? • We will show reporting of this SSO in another script. • Can any work requests be aggregated into one work order? 	<p>Investigate the SSO Work Request incident into a work order that will eventually be turned into the DEQ for SSO Tracking</p> <ol style="list-style-type: none"> 1) Turn the work request into a work order upon discovering that the flooding on the intersection of Kitsap St. and Kline Ave is actually an SSO that has dumped 6000 gallons of sewage into Sinclair Inlet. 2) Assign a priority to the work order. 3) Assign a Crew(s) to replace a collapsed clay pipe. 4) Notify Citizens that water will be shut off. 5) Assign Equipment, Labor, and Materials to the job. 6) Assign failure codes and take notes on the job. 7) Close the work order.
2-4	<p>Show the number of types of work requests called in by citizens.</p>	<p>Monthly Reporting:</p> <ol style="list-style-type: none"> 1) Create a report or dashboard where the number of citizen calls is tracked by work request code. 2) Show a spatial relationship between calls

Demo Specification: Preventative Maintenance Work Management		
Data Source: Demo Data		Objectives: Reoccurring Work Orders
Test Case #:3	Description:	Demo Steps:

3-1	Create a scheduled work order for instrument calibration.	Create a reoccurring work order for instrument calibration that occurs every six months. 1) Assign labor and materials to the work order. 2) Track tasks on a work order. 3) Assure the work order reoccurs six months in the future
3-2	Report on work performed and upcoming calibration activities.	Generate a .pdf report on the calibrations that have been completed and upcoming maintenance activities for instrument calibration

Demo Specification: Work Order and Inspection Relationship		
Data Source: Demo Data		Objectives: Show the relationship between work orders and inspections
Test Case #4	Description:	Demo Steps:
4-1	<p>Create a scheduled work order for sanitary sewer CCTV for root control lines.</p> <ul style="list-style-type: none"> • Can the work order be pushed to GraniteNet? • Can the system add or delete to the root list 	<p>Create a reoccurring work order for sanitary sewer CCTV that occurs every year.</p> <ol style="list-style-type: none"> 1) Assign labor and materials to the work order. 2) Track tasks on a work order. 3) Add a root line to the inspection work order. 4) Delete a root line from the inspection work order. 5) Assure the work order reoccurs 12 months in the future

4-2	<p>Report on work performed and upcoming root control activities.</p> <ul style="list-style-type: none"> • Show how work can be assigned to a crew. • How does the crew get notified of that work for next week? • Is there a dashboard where a crew can see its weekly schedule? 	<p>Generate a .pdf report on the root control lines that have been completed and upcoming maintenance activities for CCTV of problem areas.</p> <ol style="list-style-type: none"> 1) Add a single root removal work order after the inspection. 2) Assign the work order to a crew and schedule the maintenance for next week.
4-4	<p>Open inspection from work order</p> <ul style="list-style-type: none"> • Show how to open an inspection from GIS. • Show inspections on mobile devices. • Can inspections use PACP / MACP? • Do inspections integrate and sync with GraniteNet CCTV Software? 	<p>Open a CCTV inspection from a work order and/or a map.</p> <ol style="list-style-type: none"> 1. Click on an asset to see the history of inspections. 2. Watch a video of the pipe inspection. 3. Assign condition and review rating of the pipe segment.

Demo Specification: Reporting Capabilities		
Data Source: Demo Data		Objectives: Show the relationship between work orders and inspections
Test Case #.5	Description:	Demo Steps:
5-1	Show specific maintenance done on a single and then on an asset class.	Click through reporting: <ol style="list-style-type: none"> 1) Click on an asset on the map and get a history of the work completed on that asset. 2) Create a report of the work performed on PRVs in the last month.
5-2	Produce a report that shows progress on the value exercise program. <ul style="list-style-type: none"> • Show progress in a pie chart or dashboard as a percentage of PMs complete. • Demonstrate how backlog is maintained. • Show what has been completed in the GIS 	Produce a report that shows progress on the value exercise program in a dashboard and/or PDF report. <ol style="list-style-type: none"> 1) Show a chart of the percentage completed of a PM Work Order 2) Show a report of the work orders that didn't get completed in a given time period. 3) Highlight PMs completed on a map.

Demo Specification: Asset Management		
Data Source: Demo Data		Objectives: Decision Support, Reporting, and Asset Management
Test Case #: 6	Description:	Demo Steps:
6-1	Show specific maintenance done on one or more asset classes.	Create a report that documents the maintenance done on specific asset classes. For instance, how many sewer lines have been CCTV'd this year?
6-2	Show the remaining useful life of sanitary sewer lines so that a 5-year and a 10-year replacement budget can be created.	Demo remaining useful life curves in your system: <ol style="list-style-type: none"> 1) Use inspection data to adjust the remaining useful life curve. 2) Show how current lines are performing against a national average (family curve). 3) Create a CIP Budget for critical projects that need to happen in the next 5 and 10 years based on remaining useful life.

Appendix I. CMMS Technical Requirements Example

CMMS Software Information			Vendors Deliverables		
1	System Technology	YES	Alternate Development	Not Available	Clarification
1.1	Operating Platform (Server, Client, DBMS)				
1.1.1	Support Windows Operating System?				
1.1.2	Clarify the current Windows Version Build is supported.				
1.1.3	Does your application be run on a virtualized server or in the cloud?				
1.1.4	Do you support Windows Desktop?				
1.1.5	How long does it take to certify your software with a new Windows version/build?				
1.1.6	Do you support all current Windows Desktop critical updates?				
1.1.7	Do you support Windows 10+?				
1.1.8	If On-Prem is required, does you application require a dedicated server?				
1.1.9	Clarify the interaction between client and server (e.g., client architecture).				
1.2	Security/User Profile Management				
1.2.1	Clarify how your application handles the authentication of users.				
1.2.2	Does the application server need to be a member of Active Directory (either Local AD or AzureAD)				
1.2.3	Are all Active Directory users and groups visible in your application?				
1.2.4	Can permissions be assigned at the Active Directory group level?				

1.2.5	What domain permissions are required to administer your application?				
1.2.6	What local server permissions are required to administer your application?				
1.2.7	What are the minimum user permissions required for user access?				
1.2.8	Can your application be administered through a remote desktop?				
1.2.9	Does your application require file shares?				
1.2.10	Are there any special requirements for disk or system file access?				
1.3	Advanced Configuration/Development Tools				
1.3.1	What Application Programming Interfaces (API) are available with your application?				
1.3.2	Are your APIs language-independent?				
1.3.3	Does your application accommodate the expansion of the data model?				
1.3.4	Does your application support custom domains?				
1.3.5	Does your application support customization of the user interface?				
1.4	Integration Dependencies				
1.4.1	Does your application require the installation of 3rd party applications (e.g., java)?				
1.4.2	Clarify required 3rd party installations.				
1.4.3	Are there user permissions necessary to install or use the 3rd party applications?				
1.4.4	Does your application integrate with Microsoft 365?				
1.4.5	Does your application support Microsoft SQL Server?				
1.4.6	Does your application support Microsoft SQL Server?				

CMMS Software Information			Vendors Deliverables		
2	General CMMS Software Application Functions	Yes	Alternate Development	Not Available	Clarification
2.1	User Interface				
2.1.1	Is the client interface web-based?				
2.1.2	Single entry of data is preferred using a dashboard-style interface.				
2.1.3	Is the client interface a desktop install?				
2.1.4	Can the client interface be personalized by the end user (e.g., move views)?				
2.1.5	Is the client a dashboard-style interface?				
2.1.6	Does the client have a GIS viewer component?				
2.1.7	Does the user interface modify based on workflow (e.g., object combinations)?				
2.1.8	Does the interface have standard Windows menu items?				
2.1.9	Does the interface support standard Windows navigation (keyboard and mouse)?				
2.2	Administrative Interface				
2.2.1	Clarify the administrative structure of the application.				
2.2.2	Is the administrative tool an extension of the user interface (e.g., additional menus)?				
2.2.3	Ability to associate a validation rule, domain, or list of values with any attribute.				
2.3	Data Import/Export Capability				
2.3.1	Use a find function using multiple user-selectable search criteria.				
2.3.2	Use spatial search functions to identify records based on proximity, buffer, and overlay.				

2.3.3	Clarify the format(s) that data can be exported to (e.g., excel, shape file)				
2.3.4	Can the system interface with surface water, transportation, wastewater, or water distribution models?				
2.3.5	What is your company's protocol to retrieve data from the system if the City were to end relationships with your company?				
2.4	Reporting and Analysis Capabilities (internal/external)				
2.4.1	Provide a standard set of maintenance management, inventory control, and asset management reports.				
2.4.2	Ability to create custom reports from any data within the asset management system and provide access to reports based on user profile (e.g., AD permissions).				
2.4.3	Report financial information (e.g., beginning balance, ending balance, movement by fund).				
2.4.4	Report usage information by part, tool, equipment, etc.				
2.4.5	Work Order progress reports based on user, dates, and status.				
2.4.6	Work Order attainment reports based on user-defined intervals (e.g., daily, weekly, annually, etc.)				
2.4.7	Purchasing reports for invoiced requisition				
2.4.8	Purchasing reports for order requisition				
2.4.9	Purchasing reports for open account requisition				
2.4.10	Purchasing reports for vendor invoices				
2.4.11	Graphical reports on asset attributes; age, condition, rating, risk				
2.4.12	Capital investment v. rating and criticality graphs (e.g., Nessie Curves) on asset and asset group				
2.4.13	Labor Cost reports for; employee type, labor type, account code, project, and asset for definable time intervals				

2.4.14	Rollup reports for; task and activity level, asset, workgroup, and project.				
2.4.15	Geographic reporting; cluster analysis, buffer, upstream/downstream by leveraging the functions of ArcGIS Enterprise Portal.				
2.4.16	Create multiple print formats based on department layout requirements.				
2.4.17	Ability to create on-screen filters and queries for data retrieval (interface menu item).				
2.4.18	The ability to automate reporting, so that end users receive monthly reports.				
2.5	Notification/Alert Management and Calendar				
2.5.1	Ability to plan Work Orders through workflow, where assigned staff or work units are automatically notified through City email and text message to commence their assigned tasks associated with a work order.				
2.5.2	Automatically notify all assigned workgroups through City email when in progress Work Orders are changed.				
2.5.3	Includes 24/7 calendar for working days and hours by employee tracking availability, holidays, vacation, etc., for master schedule.				
2.5.4	Tracks injury and safety records by resource and job.				
2.5.5	Has a customizable calendar for specific facilities.				
2.5.6	Provides Work Order scheduling calendar by a supervisor, resource, asset, tool, and equipment.				
2.5.7	Ability to use Work Order calendar to forecast future workforce needs and standards.				
2.6	Interoperability and Data Integration				

2.6.1	Would the application support integration of an external (doc/image management)?				
2.6.2	Does your application support wireless data entry and processing?				
2.6.3	What minimum wireless bandwidth is recommended for field-level use?				
2.6.4	What mobile devices are supported by your application?				
2.6.5	Does your application have a data synchronization process for disconnected edits?				
2.6.6	Can data model elements be freely indexed?				
2.6.7	Does the asset database provide direct use of GIS modeling, analysis, and location tools (i.e., SQL Server Spatial, ESRI Geodatabase, ArcGIS Server, Google, or Bing Maps API)?				

CMMS Software Information		Vendors Deliverables			
3	Asset Management System Automation	YES	Alternate Development	Not Available	Clarification
3.1	Support Operations (Reactive Maintenance): Work Orders are created to support a response to a complaint, service request, or event that will require City resources to install, repair, replace, or remove City owned or maintained assets. Work orders are issued for preventive maintenance, reactive maintenance, and capital projects. Work order management requires a holistic and integrated view of City resources, including staff availability, skills, costs, inventories, equipment, and location. Work order estimating and scheduling is a core function of the City's asset management system and drives the flow of information for decision-making. The automation of work orders through the definition of tasks and assignments will drive management reporting and metric building for support operation Citywide.				
3.1.1	Support Work Order, Task, and Activity hierarchy or have multi-level relationships and roll-ups with unlimited resources assignment at each level.				

3.1.2	Work Orders and related tasks have definable priority values.				
3.1.3	Work Orders and related tasks have definable status values (e.g., pre-planning, planning, waiting for approval, approved, current, hold, waiting parts, waiting for equipment, waiting for labor, work completed, closed.				
3.1.4	Work Orders and related tasks have definable category values.				
3.1.5	Work Orders and related tasks have definable type values.				
3.1.6	Work Orders have pre-defined tasks, resources, and schedules based on type/category.				
3.1.7	Unique identifier for all Work Orders.				
3.1.8	Work Orders have cascade relationships to individual and group-assigned tasks.				
3.1.9	Work Orders have a roll-up view of tasks (child) and related (other Work Orders) records.				
3.1.10	Work Orders linked and identifiable to GIS-based features (map interface).				
3.1.11	All Work Orders critical path and task items have date/time stamps (e.g., status, close); audit trail.				
3.1.12	Work Order creation is not dependent on Service Requests records.				
3.1.13	Work Orders can be linked to Service Requests.				
3.1.14	Work Orders can be linked to other Work Orders.				
3.1.15	Work Orders can be linked to Projects.				
3.1.16	Tracks a group of Work Orders and tasks as a Project.				
3.1.17	Multiple Work Orders or Project creation from a single Service Request.				
3.1.18	Allows Work Order to be created without a Service Request.				

3.1.19	Allows a Work Order to be created without associating with an Asset.				
3.1.20	Has the ability to create Work Orders for contract service.				
3.1.21	Allow contract services to be monitored for on-time delivery, actuals, parts, equipment, labor, and service provider SLA/contract parameters.				
3.1.22	Display Work Orders or task-related instructions (e.g., HazMat, special tools).				
3.1.23	Has the ability to set "warning" (e.g., safety, inspection requirements) flags on Work Orders.				
3.1.24	Allows re-assigning tasks left unfinished on Work Orders to new Work Orders				
3.1.25	Allow reference documents, images, video, and audio to be linked to Work Orders.				
3.1.26	Use GIS Interface to create/identify Work Orders based on feature (asset) location.				
3.1.27	Use automation to create pre-defined Work Orders, tasks, and assignments.				
3.1.28	Link Work Orders (task level) related to projects for account and payroll tracking.				
3.1.29	Allows multiple and different users to be assigned per Work Order task.				
3.1.30	Ability to refer to Service Requests or Work Orders at the location defined by the user, not a specific asset location or other defined GIS point or feature.				
3.1.31	Ability to automate status and priorities based on Work Order type, prioritization, and assignment schema.				
3.1.32	Must be able to assign a work order against any defined (e.g., part, tool, location) of an asset.				

3.1.33	Provide the ability to determine if a Work Order has already been issued for the same service request.				
3.1.34	Ability to create parts, material, and tool lists for Work Order tasks.				
3.1.35	Can view Work Orders by multiple criteria (e.g., user, group, assigner, asset, date, type, status).				
3.1.36	Ability to "flash" warnings during Work Order data entry for safety or special considerations and requirements to complete or assign the work.				
3.1.37	Ability to use any past or current Work Order as a template for future work (e.g., copy work order records and change attributes or components to meet the current situation).				
3.1.38	Ability to enter staff timesheet data only once in order to meet Work Order close-out and payroll requirements.				
3.1.39	Ability to enter all Work Order related attributes, tasks, activities, and associated work plan resources into a single-entry screen or dashboard.				
3.1.40	Ability to develop and assign business rules to each Work Order status.				
3.1.41	Can the system provide optimal driving directions for a field worker's daily activities (Work Orders, inspections, service requests)?				
3.2	Support Operations (Preventative Maintenance): Preventative maintenance work includes regularly scheduled and periodic maintenance as directed by equipment and asset vendors, engineering specifications, environmental or planning requirements, and inspection regulations. All preventative maintenance work orders are scheduled in advance with completion due dates and pre-defined work tasks, equipment, parts, etc.				
3.2.1	Ability to automatically schedule PM work orders based on unique criteria or the status of an asset.				
3.2.2	Ability to schedule PM work orders against assets, groups of assets, or specific locations.				

3.2.3	PM must be able to be named and have a description (template picklists).				
3.2.4	PM work orders should have parent/child relationships.				
3.2.5	PM work orders should be interruptible and modifiable.				
3.2.6	PM work orders should support downtime functionality (change asset status).				
3.2.7	PM work orders not completed by the assigned date are clearly indicated as such (e.g., visible difference).				
3.2.8	Ability to enable PM work order frequency to start at the next cycle (days, months, quarters, season, metered interval) or after the previous PM work order is closed.				
3.2.9	Historic PM work orders are accessible, including notes/briefs during the current PM cycle.				
3.2.10	Ability to report (dashboard) view on PM backlog.				
3.3	Project Management and Resource Estimating and Scheduling: The City wishes to support activity-based annual planning in conjunction with capital improvement and preventative maintenance. Corrective maintenance and capital renewal work are typically project-based. Projects include resources from multiple organizations and require coordination among staff, management, and contractors. Additionally, the City needs to plan for the capital renewal of assets over the short and long term as assets approach the end of their useful life.				
3.3.1	Ability to assign any staff to Work Orders and related tasks.				
3.3.2	Ability to enter the estimated number of work units (accommodate two decimal points).				
3.3.3	Ability to provide a default estimate of costs using average unit rates and estimated number of work units.				
3.3.4	Ability to estimate Work Order and task requirements by listing out required staff, equipment, parts, materials, and contracts expected to be needed to complete the work; estimates can be given an estimate status for review prior to being issued as a work order or template.				

3.3.5	Ability to log notes/briefs on a work entry, automatically assigning a date/time stamp and user identification.				
3.3.6	Work Order automation tool that systemically assigns status as the Work Order progresses through the stages from start to finish; filter and/or sort jobs by status.				
3.3.7	Work Order automation tool to automatically maintain/display a timeline of work order components based on the work completion date.				
3.3.8	Ability to assign Work Orders to alternative resources based on availability (e.g., over-allocated, vacation).				
3.3.9	Work Order automation tool that will automatically "Close" Work Orders with no outstanding (pending) tasks or other related Work Orders, Service Requests.				
3.3.10	Ability to view key employee attributes to enable the selection of appropriate labor.				
3.3.11	Create license/certification renewal lists based on labor records (resource attributes) and time parameters.				
3.3.12	Ability to create rotation/prioritization scheduling (e.g., schedule full-time employees ahead of temporary, rotating crews, volunteers).				
3.3.13	Ability to constrain labor availability by hours, days, and months and notify of over-allocation.				
3.3.14	Ability to create user-defined activities and associated information for work plans (e.g., accomplishment type, operational goals, sustainability parameters).				
3.3.15	Track employee assignment by labor class, budget, fund, and labor distribution.				
3.3.16	Ability to display unit cost by task and activity.				

3.3.17	Ability to define and track various employee attributes (e.g., hourly rates, operator certificates, professional certificates, special training, safety training).				
3.3.18	Ability to define and track various employee attributes (e.g., hourly rates, operator certificates, professional certificates, special training, safety training).				
3.4	Asset, Inventory, and Equipment Management: An asset is defined as the physical infrastructure or support component of a facility or infrastructure which has value, enables service delivery, and has an economic life spanning multiple years. Minor infrastructure, such as small tools and office furniture accessories, will not be considered individual assets. Minor infrastructure will be managed through operating and maintenance budgets. Additionally, assets require equipment, parts, and services that need to be inventoried and purchased. The AMS should have a comprehensive inventory (purchasing and receiving) capability that will enable the City to manage asset-related work requirements.				
3.4.1	Asset identifier must be unique and flexible (user-definable); The City would like GIS to support the total or part of the asset inventory based on feature classes (infrastructure groups).				
3.4.2	Can Assets be associated using unlimited relationship levels (e.g., assets, components, subcomponents)?				
3.4.3	Can validation rules be applied to Asset relationships (e.g., a pump cannot be the parent of a pump station)?				
3.4.4	Can linear relationships be applied to Assets based on geometric network or linear referencing rules in a GIS geodatabase?				
3.4.5	Ability to assign owner(s) to an asset by account (e.g., BARS account).				
3.4.6	Ability to assign a user/assignee to an asset separate from the owner by account or description.				
3.4.7	Ability to move an asset or group of assets from one parent to another and maintain the asset's work and cost history from its previous parent/child relationships (e.g., move a pump from one station to another).				
3.5	Condition Assessment/Asset Rating (Risk Assessment):				

	The City needs a centralized information source to track the condition of major infrastructure and facilities to optimize preventative maintenance workflows and reduce the risk of failure. Assessing the probability and impact severity of single asset failure on City services and stakeholders provides a quantifiable measurement of risk versus assumed risk. The AMS should also support the impact on other related assets, AMSs, and services based on various failure scenarios.				
3.5.1	Ability to identify crucial assets that must not be allowed to fail (e.g., pressurized mains) and assign a risk rating to individuals or groups of assets.				
3.5.2	Ability to define multiple risk elements (domain) to associate with each asset.				
3.5.3	Ability to assign notes/briefs on risk elements for each asset.				
3.5.4	Has risk assessment guides and definitions to help users identify and use risk elements appropriately.				
3.5.5	Has condition rating guides and definitions to help users identify and use rating and assessment values correctly and uniformly.				
3.5.6	Ability to define relationships (quantifiable) between risk and condition ratings and other asset attributes as related to service lifecycle.				
3.5.7	Ability to track measurement data and history associated with an asset and compare with user-defined warnings and action limits for an assortment of attributes (e.g., pump run times, burn hours, tire wear measurements).				
3.5.8	Ability to trigger Work Order creation when a user-defined measurement threshold is reached (e.g., inspection after run-time is reached).				
3.5.9	Ability to assign and modify a condition rating to each asset.				
3.5.10	Ability to develop unique condition assessment functions based on templates for use with specific types of assets, which may monitor various assessment attributes to trigger actions or notifications.				
3.5.11	Ability to assign notes/briefs on condition elements for each asset.				

3.6	Asset Lifecycle Management: The City needs to track asset maintenance history, assess conditions, and develop deterioration curves to predict future conditions and capital improvement projections/planning to optimize capital and operating expenditures. Additionally, the identification of problems before a failure will ultimately reduce reactive maintenance costs. When planning for asset renewal, different rehabilitation and renewal options need to be considered to ensure the selection of the option with the highest benefits to cost and life expectancy.				
3.6.1	Assets should have a status or like function that accommodates expansion/ contraction of infrastructure or retirement, removal, or replacement from inventory.				
3.6.2	Ability to predict lifecycle costs based on failure (excluding depreciation value).				
3.6.3	Ability to predict lifecycle costs based on proactive rehabilitation and/or replacement.				
3.6.4	Ability to predict lifecycle costs based on a straight-line depreciation.				
3.6.5	Ability to create, reference, and modify formulas to describe the deterioration curve for each asset.				
3.6.6	Ability to assign notes/briefs for deterioration formula on each asset.				
3.6.7	Ability to graph deterioration curves (e.g., water main).				
3.6.8	Ability to graph the roll-up deterioration curves for each asset group (e.g., all water mains).				
3.6.9	Ability to calculate the predicted remaining life of an asset based on counting down from construction or in-service dates.				
3.6.10	Ability to graph deterioration curves across any and all selected asset groups.				
3.6.11	Ability to import data on options for alternative renewal technologies (e.g., open trench replacement vs. trenchless).				
3.6.12	Ability to compare lifecycle costs for alternative renewal technologies.				

3.6.13	Ability to identify opportunities for optimized renewal options amongst different asset types through geographic coincidence (e.g., sewer and water trench work in conjunction with road replacement or other road work).				
3.6.14	Ability to create and define input (asset renewal) parameters to a replacement analysis, including the time period for the analysis, future costs escalation, initial replacement fund balance, earnings rate, borrowing rate, and revenue sources.				
3.6.15	Ability to create, define, and compile output (budget) parameters such as escalation rates, the timing of bond issues, and cash flows from surcharges for other revenue sources for the development of graphical diagrams, often referred to as Nessie Curves.				
3.6.16	Ability to predict and plot individual assets "Nessie Curves."				
3.6.17	Ability to change financial parameters such as discount rate.				
3.6.18	Ability to model different scenarios for asset renewal.				
3.6.19	Ability to compare asset renewal costs against budget.				
3.6.20	Ability to model budget-dependent or renewal-dependent scenarios.				
3.6.21	Ability to calculate the net present value of future renewal project requirements.				
3.6.22	Ability to track the backlog of capital renewal work.				
3.6.23	Ability to define parameters and criteria to calculate priorities for renewal projects.				
3.6.24	Ability to constrain available renewal funding by year and re-generate recommended renewal projects with funding.				
3.6.25	Prepare a timeline for planned renewal projects based on scenario outputs.				
3.7	Financial Management (Asset and Work Costs):				

	The AMS will be required to maintain a direct relationship between an asset and all associated cost transactions that will enable detailed activity-based costing as part of the City's capital depreciation and improvement process. Maintaining detailed activity cost transactions will also support summary reporting and data transfer to the City's financial record management AMS (SunGard Public Sector) for fiscal and budgetary reporting. The AMS is expected to utilize online tools for activity costs and budget management, as well as reporting functions that create, maintain, and compare monthly/annual budgets in comparison to actual costs (detailed transactions).				
3.7.1	All asset cost-related data must be accounted for through the City's SunGuard Public Sector GMBA module and other modules (e.g., purchasing, payroll, AP chart of accounts, vendor info.).				
3.7.2	Ability to define and track an unlimited number of user-definable asset cost attributes.				
3.7.3	Ability to track historical purchases and install values.				
3.7.4	Ability to track capital additions.				
3.7.5	Ability to track individual maintenance events (work order history; value add).				
3.7.6	Ability to track disposal/salvage value.				
3.7.7	Ability to track repair parts.				
3.7.8	Ability to track the cost of replacement.				
3.7.9	Ability to track depreciated value (based on acquisition value).				
3.7.10	Ability to track warranty parameters (contract details).				
3.7.11	Ability to create unique vendors so that purchase orders can be associated with vendors or work orders.				
3.7.12	Ability to create specific user-defined information on each vendor (e.g., contact information, work hours).				
3.7.13	Ability to store and track vendor numbers, customer numbers, or other identification numbers.				
3.7.14	Ability to assign and track costs against a work order for all labor costs based on resource usage and individual employee rates,				

	including overtime, overhead, and premiums as defined in rate tables for each employee.				
3.7.15	Ability to assign and track costs against a work order for stock parts and materials that are normal stock inventory.				
3.7.16	Ability to assign and track costs against a work order for all non-stock parts and materials (special order), including notes/briefs on purchased items and use.				
3.7.17	Ability to assign and track costs against a work order for all bulk materials based on material usage reported for the task (e.g., asphalt, salt, gravel).				
3.7.18	Ability to assign and track costs against a work order for outside contracted services based on invoice entries.				
3.7.19	Ability to assign and track costs against a work order for equipment used by tracking equipment usage through work order tasks and calculating cost based on equipment rate tables; equipment rates based on hours, task, and tool class.				
3.7.20	Ability to assign and track costs against a work order for overhead and/or billing factors for out-of-class rates or other labor distribution factors using percentage or flat rate changes.				
3.7.21	Ability to assign and track costs against a work order for multiple tax rates.				
3.7.22	Ability to indicate a work order as reimbursable or billable (e.g., to other jurisdiction, homeowner, company).				
3.7.23	Ability to define labor classes and assign them to employees, workgroups, crews, and rotations.				
3.7.24	Ability to track and report fuel consumption data - each vehicle.				
3.7.25	Ability to track claims against a vehicle (e.g., accidents).				
3.7.26	Ability to record third-party repairs.				
3.7.27	Ability to track additional equipment or features added to vehicles.				

CMMS Software Information			Vendors Deliverables		
4	Professional Service and Application Support	YES	Alternate Development	Not Available	Clarification
4.1	Implementation Services				
4.1.1	Does your company have a professional services organization?				
4.1.2	Does your company partner with third-party service providers for implementation services (if so, who are your certified providers)?				
4.1.3	Describe the services approach you use for implementation (e.g., traditional project management, mentoring, off-site/remote).				
4.1.4	Describe the phases of work in a typical implementation project.				
4.1.5	Describe the project management approach you take to organizing and managing your implementation services.				
4.1.6	How do you report on project status and progress?				
4.1.7	What types of training does your company offer (e.g., on-site, classroom, online)?				
4.2	Technical Support				
4.2.1	Does your company offer multiple support plans?				
4.2.2	Clarify the levels of support plans.				
4.2.3	Do you offer support via email, web, and phone?				
4.2.4	What are your hours of support?				
4.2.5	Do you automatically notify or provide links to service packs, updates, and releases?				
4.2.6	Provide a list and description of the last 12-month release, update, and SP schedule.				
4.3	Online Knowledge Base				

4.3.1	Do you have a searchable online knowledge base?				
4.3.2	Is your knowledge base accessible to anyone?				
4.3.3	Do you monitor the knowledge base; how often?				
4.3.4	Does your development staff contribute to the knowledge base?				
4.4	Developers Network				
4.4.1	Do you have a developers' network site?				
4.4.2	Who can access the developer's network?				
4.4.3	Do you test the code published to the developer's network?				
4.4.4	Do you monitor the developers' network; how often?				
4.4.5	Does your development staff contribute to the developer's Network?				
4.5	Corporate Outlook				
4.5.1	How long has the company been in this market?				
4.5.2	Is the company profitable?				
4.5.3	Do you have an annual user conference?				

Appendix J. Vendor Cost Worksheet

The following describes the minimum information to be contained regarding the cost of the system. Recognize that it is the intent of this section to obtain a complete system cost. Therefore, if this installation could potentially incur other costs in delivering the system that is not included in this section, those must be added to the worksheet. If you are pricing different configuration options, please copy the Worksheet and fully price each option.

	Pricing Options: Explain your pricing options (i.e., per user, per device, concurrent site, etc.) and recommended training and consulting expenses.
	Example: Please provide an example/standard implementation timeline for delivery, data conversion, hardware/software installation, etc.
Identify all costs associated with acquiring and modifying the specific solution. Please use an additional sheet but follow the outline as defined below.	
	Base System: Identify the costs by the individual module associated with supplying the system that meets the City's basic requirements. Specify the number of users that are included or give us the structure (i.e., per user, per x number of users, etc.) for pricing the software, database, and any other licenses needed.
	Additional Modules: Identify any additional modules that are not part of the base requirements but may enhance the system to further meet our needs.
	Modifications to Meet Requirements: Identify the costs associated with completing modifications necessary to meet the basic functional and data requirements. Provide the cost estimate for each modification required.
	Interfaces Proposed: Identify examples and the method of costing interfaces to CAD, GIS, Payroll, and Accounting functions.
	Installation-Related Costs: Identify other charges to the City of Example as a result of the installation, including training and professional support. Please provide a list of classes with a maximum number of students allowed and target audience (i.e., clients, technical, etc.)
	Consulting: Recommended consulting services, including any and all proposed training for city staff on the application usage, configuration, reports development, estimated costs by function/hourly rate, and estimated hours needed. Include normal per diem and travel charges. Can the City be responsible for booking travel and hotels?

	Hardware Costs: Please identify any hardware costs associated with this installation (client PCs are already in place), such as a server and remote devices (as completely set up to process).
	Warranty Period: Identify warranty conditions and time period(s). Include any software, support, and/or equipment purchased directly from you.
	Annual License and Maintenance Costs: Identify the annual software system maintenance cost and any other annual costs for ongoing system operation and maintenance that would be provided by the vendor.
	<i>Additional Client License Costs: Please identify the costs for additional licenses if purchased with or after the initial project (if units of 5, 10, etc., enhance pricing include that information).</i>

VENDOR PRICING WORKSHEET AND COST PROPOSAL

Quantity	Item Description	Unit Price	Extended Price

Base System (server and client licensing if applicable):

Additional Modules:

Modifications to Meet Requirements (custom development):

Interfaces Proposed (API costs):

Professional Services (recommended consulting costs, training costs):

Data Conversion Costs:

Total Vendor Costs:

Sales Tax @ 9.5%:			
TOTAL COST PROPOSED:			
Annual License and Maintenance Costs:			
Additional Client License Costs (if applicable):			



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Agenda Staff Report

Agenda Item No.: Business Item 8B
Subject: Adoption of a Resolution Approving a Contract
with Stripe Rite, Inc. for the 2023
Thermoplastic Application Project

Meeting Date: April 25, 2023
Prepared by: Tony Lang
Public Works Director
Atty Routing No: 366922-0009
Atty Review Date: April 20, 2023

Summary: The City of Port Orchard updates thermoplastic applications in the city on an annual basis. By this Resolution, the City Council would authorize the Mayor to execute a contract with Stripe Rite, Inc for the 2023 Thermoplastic Application Project (the “Project”). On March 23, 2023, consistent with RCW 39.04.115 and the City’s Procurement Policies (adopted by Resolution No. 036-22, as amended), Public Works staff established a list of qualified contractors from the 2023 MRSC Small Works Roster for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings, to perform the Project. A copy of that list of qualified contractors is attached to the Resolution as Exhibit A.

On March 27, 2023, and pursuant to Resolution No. 036-22 (see Section 5 – Bid Procedures), the City’s Public Works Department emailed an Invitation to Bid for the Project to five (5) qualified contractors on the list. Two (2) bids were received by the April 4, 2023, 2:00 pm deadline, at which time staff determined Stripe Rite, Inc was the presumed responsive and the qualified low bidder. Final bid amounts were as follows:

Name of Contractor	Bid Total
Specialized Pavement Markings, LLC	\$64,170.00
Stripe Rite, Inc	\$37,628.00

On April 12, 2023, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that the Stripe Rite, Inc bid of \$37,628.00 (applicable tax included) was the lowest, responsive and responsible, qualified bid. The Public Works Department has confirmed that the bidding procedures for Public Works have been followed.

Recommendation: Staff recommends that the City Council adopt a Resolution, authorizing the Mayor to execute a contract with Stripe Rite, Inc for the 2023 Thermoplastic Application Project in the amount of \$37,628.00.

Relationship to Comprehensive Plan: Chapter 8- Transportation

Motion for Consideration: I move to adopt a Resolution, authorizing the Mayor to execute a contract with Stripe Rite, Inc for the 2023 Thermoplastic Application Project in the amount of \$37,628.00.

Fiscal Impact: \$90,000 was budgeted for Thermoplastic Application in the 2023-2024 Biennial Budget, this work is budgeted under 002.05.542.64.40.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution

Ex. A – MRSC Roster

Small Works Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A SMALL WORKS CONTRACT WITH STRIPE RITE, INC. FOR THE 2023 THERMOPLASTIC APPLICATION PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS PROCUREMENT PROCEDURES.

WHEREAS, the City updates thermoplastic applications throughout the City on an annual basis; and

WHEREAS, the City is a member of the Municipal Research and Services Center of Washington (MRSC) Small Public Works Roster program, and MRSC solicited on behalf of participating local government agencies, including the City, within Washington State for the 2023 MRSC Small Public Works Roster; and

WHEREAS, on March 23, 2023, pursuant to RCW 39.04.155 and the City's Procurement Policies, adopted as Resolution No. 036-22, the City's Public Works Department established a roster of qualified contractors from the 2023 MRSC Small Works Roster, for the Main Category – Roadway Construction, Repair & Maintenance, and Sub-Category – Asphalt Pavement Grinding, Planing and Pulverization, Pavement Markings, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, on March 27, 2023, the City's Public Works Department issued an Invitation to Bid for the Project to five (5) qualified contractors on the selected roster; and

WHEREAS, on April 4, 2023, the City's Public Works Department received two (2) bids by the 2:00 pm deadline, and staff determined that Stripe Rite, Inc submitted the apparent lowest, qualified bid for the Project; and

WHEREAS, on April 12, 2023, the City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed Stripe Rite, Inc as the lowest, responsive and responsible qualified bidder; and

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

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

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

THAT: The City Council authorizes the Mayor to execute a contract with Stripe Rite, Inc. for the 2023 Thermoplastic Application Project.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Exhibit A

Public Agency Name: City of Port Orchard
Roster Type: Small Works Roster
Date: 03/23/2023
Time: 07:48 am
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.C.E. Improvements
A.C. Moate Industries, Inc
A 1 asphalt paving Inc
AA Asphaltting LLC
AAA Sweeping LLC
AC Concrete LLC
Active Construction Inc.
Agate Asphalt
Altus Traffic Management LLC dba Statewide Safety Systems
American Electrical Construction Ilc
Arrow Concrete & Asphalt Specialties, LLC
Asphalt Patch Systems Inc
Barcott Construction LLC
Bear Creek Asphalt Paving LLC
Black Hills Excavating Inc.
Boomtown Services, LLC
C. Denney Construction
CCT Construction, Inc
Central Paving LLC
Champion Specialty Services
Clarity Construction Inc.
Clark And Sons Excavating INC
Coatings Northwest LLC
Core Tap Construction LLC
CR Contracting
D & G Backhoe, Inc.
DallumBuildCompany LLC
dba Parker Pacific Excavation
EVERSON ASPHALT PAVING INC
Exo Contracting
Extreme Excavation
FORMA Construction Company
FPH Construction, Inc.
GeoTest Services, Inc.
Glacier Works, LLC
Global Contractors LLC
Granite Construction Company
Hanson Excavation
Hanson Tree Service LLC
HCP Development
Hi Grade Asphalt & Seal Coat Inc
Huber General Contractors Inc
HUIZENG ENTERPRISES LLC
Inland Company
Interwest Construction Inc.
Iron Creek Construction LLC
J. Linder Painting, LLC
J A Morris Construction
Judha of Lion Landscaping and Services
Julies Construction Inc.
Kalilikane Consulting & Services, LLC
Key Peninsula Construction, LLC
Kissler Enterprises Environmental Products, Inc.
Lakeridge Paving Co., LLC
Lakeside Industries, Inc - Port Angeles & Port Ludlow

Lakeside Industries Inc. - Kent
Lees Demolition Ilc
Legionary Handyman, LLC
Liberty Asphalt Maintenance & Markings LLC
Matt Rychel
Merriman Contracting LLC
MidMountain Contractors Inc
Molecular Inc
Mt. View Locating Services, LLC
Nisqually Construction Services, LLC
Nordland Construction Nw
Nordvind Company
North Fork Excavating Inc.
Northwest Traffic, Inc.
N P M Construction Co.
NW Construction General Contracting, Inc.
Nys Enterprises
Olson Brothers Excavating
Pacific Surveying and Engineering Services
Pacific Tech Construction
Paintmaster Services Inc.
Pape & Sons Construction, Inc.
Pavement Surface Control
Pony Up Parking Lots, Inc
Precision Striping
PrimeCore Contracting LLC
Propel Construction Company
PR Systems LLC
Puget Paving & Construction, Inc.
Purcell P & C, LLC
Quality Painting NW LLC
RailWorks Track Systems
Rain City Striping LLC
Rainier Asphalt and Concrete
Rains Contracting Inc
Redtail
Reece Construction Company
Rhizorspainting Ilc
Road Products, LLC
ROGNLINS INC.
SEALTECH ASPHALT, INC.
Signature General Construction Inc.
Simple Solutions
Sound Excavation, Inc.
Sound Pacific Construction, LLC
Specialized Pavement Marking, LLC
Stanley Patrick Striping
Stateline LLC
STATEWIDE PARKING LOT SERVICE INC
Stripe-A-Lot
Stripe Rite Inc
Stumpy Tree Service
Superior Asphalt Maintenance Inc.
Swofford Excavating
Talakai Construction,LLC
Tastad Construction Inc.
Taylor pro LLC
The Westsound Company
TKK,LLC
Tony Lind Paving
Transblue
TRICO Companies, LLC
Trinity Contractors Inc.
T Stone Construction LLC

Tunista Construction, LLC.
UTILIGI
Valley Asphalt LLC
Welwest Construction Inc.
Western United Civil Group LLC
Westwood Company LLC
Winters Family Construction

CITY OF PORT ORCHARD SMALL WORKS OVER \$35K
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2023-006

THIS Agreement is made effective as of the 25th day of April, 2023, by and between

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

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

Stripe Rite, Inc ("**CONTRACTOR**"), a Washington corporation located at:

1813 137th Ave E

Sumner, WA 98390

Contact: Jared Long Phone: 360.674.2872 Email: jared@striperite.com

for the following Project:

2023 Thermoplastic Application ("**PROJECT**")

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

AGREEMENT:

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

- h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
- i. 2019 Public Works Engineering Standards;
- j. Appendix A: Non-Discrimination Statutes and Authorities.
- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j
- l. IF A GRANT APPLIES TO THIS AGREEMENT, THE GRANT AGREEMENT BETWEEN THE CITY AND THE FUNDING AGENCY WILL BE MADE PART OF THE CONTRACT DOCUMENTS.

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

- 2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be April 25, 2023. The Contractor shall substantially complete the Work not later than June 25, 2023, subject to adjustment by change order.
- 3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
- 4. Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$37,628.00 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
- 5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor

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

6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors.
7. The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.
9. **Title VI.** The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

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

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

- a) **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- b) **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

- d) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding payments to the Contractor under the Agreement until the contractor complies; and/or
 - 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 9.a through 9.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

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

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

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

13. Miscellaneous Provisions.

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

- b) *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.
- c) *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- d) *Assignment.* Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- e) *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- f) *Entire Agreement.* The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- g) *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

Robert Putaansuu, Mayor



By: Steven Bateman

Its: President

ATTEST/AUTHENTICATE:

Brandy Wallace, 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 _____)
) ss
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, 2022 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

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

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

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

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

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

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

Refer to <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> for Washington State Prevailing Wage rates.

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

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

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

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

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

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

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

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

13. **CHANGES:** The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section 13 entitled, "Claims," below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) *Termination for Cause.* The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- b) *Termination for Convenience.* The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.

- c) *Settlement of Costs.* If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

20. 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.

21. 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.

22. 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.

Attachment

**CITY OF PORT ORCHARD
INSURANCE REQUIREMENTS**

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be against claims for injuries to persons or damage to property which ^{caused in whole or in part by} ~~may arise from~~ or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees and subcontractors and shall meet the requirements herein.

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

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

- *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 ^{12/19} ~~10 01~~ and Additional Insured-Completed Operations endorsement CG 20 37 ^{04/13} ~~10 01~~ or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- *Employer's Liability* insurance limit of \$1,000,000 each accident, Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy limit \$1,000,000.

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

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

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

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

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

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

- The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

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

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

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

Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that

includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project.

Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

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

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

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

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

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

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

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

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



Contractor Signature, Date April 14, 2023

Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2023 THERMOPLASTIC APPLICATION
PUBLIC WORKS PROJECT NO. PW2023-006**

Bond to City of Port Orchard, Washington

Bond No. _____

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

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled **2023 THERMOPLASTIC APPLICATION** Project No. **PW2023-006** ("Project"). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal, its heirs, executors, administrators, successors, or assigns:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and
- Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

By _____
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

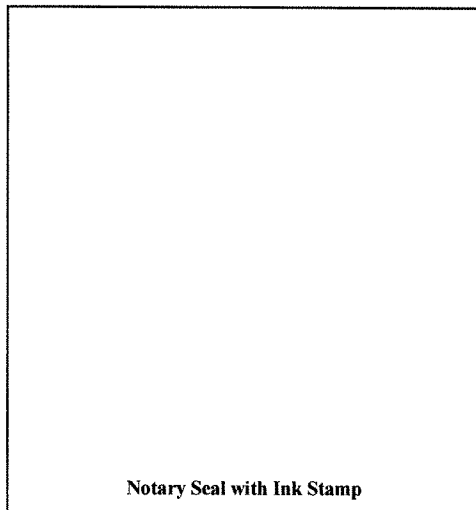
STATE OF _____)
)ss.
COUNTY OF _____)

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: _____

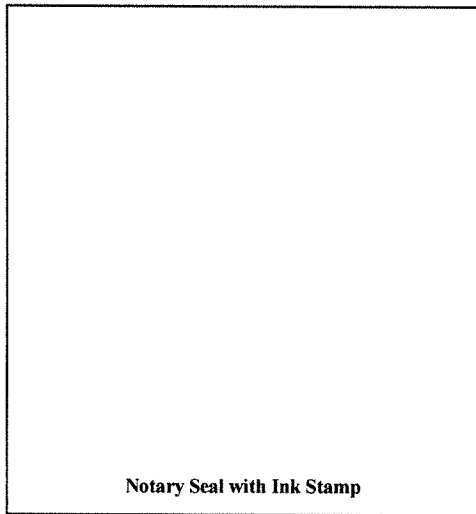
My Commission expires: _____

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:

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

RE: Project Name: 2023 Thermoplastic Application
 Owner/Developer/Contractor: _____
 Project Address: Various Areas Throughout City Limits

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 shall leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of 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

DEVELOPER/OWNER

(Signature must be notarized)

(Signature must be notarized)

By: _____

By: _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____

Date: _____

Its Public Works Director/

CHECK FOR ATTACHED NOTARY SIGNATURE

☐ **Developer/Owner (Form P-1)**

☐ **Surety Company (Form P-2)**

FORM P-1 / NOTARY BLOCK
(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

FORM P-2 / NOTARY BLOCK
(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing

at: _____

My Commission expires: _____

APPENDIX A

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Striperite Inc.

SCHEDULE OF CONTRACT PRICES 2023 THERMOPLASTIC APPLICATION

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

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
Base Bid					
1	SPCC Plan	1	LS	\$750.00	\$750.00
\$ Seven hundred, fifty dollars (Total Amount in Words)					
2	Temporary Traffic Control	1	LS	\$8,000.00	\$8,000.00
\$ Eight thousand dollars (Total Amount in Words)					
3	Arrow	21	EA	\$300.00	\$6,300.00
\$ Six thousand, three hundred dollars (Total Amount in Words)					
4	Traffic Letters- ONLY/YIELD	15	EA	\$125.00	\$1,875.00
\$ One thousand, eight hundred, seventy five dollars (Total Amount in Words)					
5	Crosswalk Bars	876	SQFT	\$8.00	\$7,008.00
\$ Seven thousand, eight dollars (Total Amount in Words)					
6	Stop Bar	94	SQFT	\$20.00	\$1,880.00
\$ One thousand, eight hundred, eighty- eight dollars (Total Amount in Words)					
7	8" Dotted Line	32	SQFT	\$25.00	\$800.00
\$ Eight hundred dollars (Total Amount in Words)					
8	8" Solid Line	470	SQFT	\$6.50	\$3,055.00
\$ Three thousand, fifty- five dollars (Total Amount in Words)					
9	Grinding/Removal	296	SQFT	\$10.00	\$2,960.00
\$ Two thousand, nine hundred, sixty dollars (Total Amount in Words)					

10	Minor Change	5000	LS	\$1	\$	5,000.00
§ Five thousand dollars <small>(Total Amount in Words)</small>						

Total Bid

\$ 37,628.00

SALES TAX

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

ACKNOWLEDGEMENTS
CITY OF PORT ORCHARD
2023 THERMOPLASTIC APPLICATION
PUBLIC WORKS PROJECT NO. PW2023-006

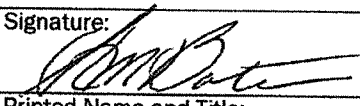
The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after the Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda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

<u>1</u>	<u>3-31-23</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

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

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

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

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: April 10, 2023
Printed Name and Title: Steven Bateman, President	Location or Place Executed (City, State): Sumner, WA
Business Address: 1813 137th Ave E Sumner, WA 98390	Business Telephone: 253-863-2987

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

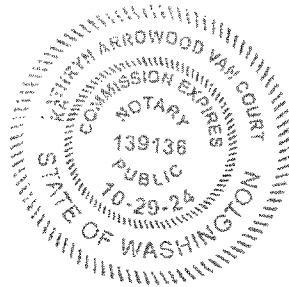
STATE OF Washington

)ss.

COUNTY OF Pierce

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

Dated this 10th day of April, 2023.



Kathryn Arrowood VanCourt

Notary Public

Kathryn Arrowood VanCourt

Printed Name

My Commission Expires: 10/29/2024



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	Business Item 8C	Meeting Date:	April 25, 2023
Subject:	Adoption of a Resolution Accepting	Prepared by:	Tony Lang
	Federal Highway Administration (FHWA)		Public Works Director
	Funding as Managed by the Washington	Atty Routing No:	366922-0009
	State Department of Transportation	Atty Review Date:	April 20, 2023
	(WSDOT) for the State Route 166/Bay		
	Street Reconstruction Project		

Summary: The City of Port Orchard’s Public Works Department applied for Federal Highway Administration (FHWA) FFY 2023 Congressionally Directed Spending (Earmarks) funding through the Washington State Department of Transportation (WSDOT) for the State Route 166/Bay Street Reconstruction Project (the Project). On March 28, 2023, the City’s Public Works Department was notified by WSDOT that the Project was selected to receive up to \$1,000,000 in Federal funding from FHWA through the 2023 Consolidated Appropriations Act. The City’s acceptance of this Federal funding requires a 13.5% non-federal match. By this action, the Council would authorize the acceptance of the grant funding from FHWA/WSDOT for the Project.

Relationship to Comprehensive Plan: Chapter 8 – Transportation

Recommendation: Staff recommends that the City Council adopt a Resolution accepting the FHWA Consolidated Appropriations Act, 2023 funding and authorizing the Mayor to execute all documents necessary to effectuate this award with WSDOT for the State Route 166/Bay Street Reconstruction Project.

Motion for Consideration: I move that the City Council adopt a Resolution, accepting the FHWA Consolidated Appropriations Act, 2023 funding and authorizing the Mayor to execute all documents necessary to effectuate this award with WSDOT for the State Route 166/Bay Street Reconstruction Project.

Fiscal Impact: Local match will come from the Street Capital Projects Fund 304.

Alternative: Do not accept Grant and provide alternative direction.

Attachment: Resolution, WSDOT Award Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING THE TERMS AND CONDITIONS ASSOCIATED WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDING, AS MANAGED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) UNDER THEIR 2023 CONSOLIDATED APPROPRIATIONS ACT.

WHEREAS, the City of Port Orchard Public Works Department applied for Federal Highway Administration (FHWA) FFY 2023 Congressionally Directed Spending (Earmarks) funding through the Washington State Department of Transportation (WSDOT) for the State Route 166/Bay Street Reconstruction Project (the Project); and

WHEREAS, on March 28, 2023, the City of Port Orchard Public Works Department was notified by WSDOT that the Project was selected to receive \$1,000,000 in Federal funding from FHWA through the 2023 Consolidated Appropriations Act; and

WHEREAS, City acceptance of the federal funding requires a 13.5% non-federal match; and

WHEREAS, the Port Orchard City Council has determined it to be in the best interest of the City to accept the grant funding from FHWA/WSDOT for the Project; 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 hereby accepts the FHWA 2023 Consolidated Appropriations Act Grant Funding from Washington State Department of Transportation (WSDOT) for the State Route 166/Bay Street Reconstruction (Project), described in the WSDOT award letter, attached hereto as Exhibit A and incorporated herein by this reference. The Mayor is authorized to execute all documents necessary to effectuate this acceptance.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

March 28, 2023

Mr. Tony Lang
Public Works Director
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366

**RE: State Route 166 / Bay Street Reconstruction
FFY 2023 Congressionally Directed Spending (Earmarks)
Federal Funding**

Dear Mr. Lang:

WSDOT is pleased to advise you that the above-mentioned project was identified in the Consolidated Appropriations Act, 2023, to receive FHWA earmark funds. The federal funding is limited to the amount shown below:

State Route 166 / Bay Street Reconstruction **\$1,000,000**

Demo ID #: WA340

CFDA #: 20.205

Scope: Project title defines the scope of work on which the funds may be expended.

NOTE: Funds require 13.5% non-federal match. Funds must be obligated by September 30, 2026, or they expire. Also, funds must be expended by September 30, 2031, or the funds shall be cancelled and no longer available.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed information, including:
(<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;

Mr. Tony Lang
City of Port Orchard
March 28, 2023

- ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Port Orchard** and your password is **PorOr576**. The password is case sensitive.
- If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled and funds repaid.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance, please contact your Region Local Programs Engineer, John Ho at John.Ho@wsdot.wa.gov or 564.669.1018.

Sincerely,



Jay Drye, PE
Director
Local Programs

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
John Ho, Olympic Region Local Programs Engineer



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 8D
Subject: Adoption of a Resolution Approving a
Contract with Glumac, Inc. for LEED
Commissioning Services

Meeting Date: April 25, 2023
Prepared by: Nicholas Bond
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City previously decided to pursue Leadership in Energy and Environmental Design (LEED) certification for the Community Event Center that is being designed by Rice Fergus Miller (RFM). On February 28, 2023, the City approved amendment #9 to the RFM contract to make design changes in pursuit of LEED certification for the project. A requirement of LEED is to have the project commissioned by a qualified commissioning agent who is independent from the design team. This agent will review and confirm that the plans and construction meet LEED requirements.

Port Orchard's DCD did a qualifications-based selection pursuant to RCW 39.80 using its MRSC consultant roster. After reviewing the consultant roster, the Department determined that Glumac, Inc., was the most qualified firm to serve as the City's LEED commissioning agent. A contract was negotiated for an amount not to exceed \$53,900 through 2029. The contract includes only \$6,700 in expenses during the design phase (2023/24). The remaining expenses will occur during construction and occupancy.

Relationship to Comprehensive Plan: The CEC project is a capital project identified in the City's comprehensive plan.

Recommendation: Staff recommends approval of a contract with Glumac, Inc. as presented.

Motion for consideration: "I move to adopt a resolution, approving a contract with Glumac, Inc. not to exceed \$53,900 as presented."

Fiscal Impact: The cost during the 2023/24 biennium is expected to be \$6,700. The remaining costs will be incurred during project construction and occupancy. A budget amendment will be needed for this expense.

Alternatives: Do not approve the contract as presented.

Attachments: Resolution, Contract

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GLUMAC, INC. FOR LEED COMMISSIONING SERVICES FOR THE PORT ORCHARD COMMUNITY EVENT CENTER PROJECT, AND DOCUMENTING PROFESSIONAL SERVICES PROCUREMENT PROCEDURES.

WHEREAS, Port Orchard has been designing a new community event center under a contract C066-20 with Rice Fergus Miller, Inc. and wishes to pursue Leadership in Energy and Environmental Design (LEED) certification for the project; and

WHEREAS, LEED certification requires independent commissioning to be performed by a qualified architectural consultant other than the architect of record for the project to verify that the architectural plans and ultimately that construction of the building meets LEED performance standards; and

WHEREAS, on March 20, 2023 City of Port Orchard Department of Community Development reviewed its MRSC Consultant Roster under the main category of Building Department Services and a sub category of Green Building Certification and Facilitation (LEED, WELL, etc.) and in search of a qualified firm to perform LEED commissioning; and

WHEREAS, upon review of the statements of qualifications on file with MRSC, the City selected Glumac, Inc. as the most qualified firm for the project; and

WHEREAS, after selecting Glumac, Inc. as the most qualified firm, city staff negotiated a professional services contract for services for LEED Commissioning of the new Port Orchard Community Event Center; and

WHEREAS, the Port Orchard City Council wishes to document their consultant selection process conducted pursuant to RCW 39.80 and as described above for this particular contract by Resolution; now, therefore,

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

THAT: The Port Orchard City Council approves a contract with Glumac, Inc. in an amount not to exceed \$53,900 for LEED Commissioning for the Port Orchard Community Events Center project and adopts the “Whereas” statements contained herein, as findings in support of the City’s consultant selection procurement procedures.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 25th day of April 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Port Orchard Contract #: **XXXXX**
Authorized Amount: \$53,900.00
Date Start: Upon Execution
Date End: December 31, 2029

CONSULTANT SERVICES AGREEMENT
Between City of Port Orchard and Glumac, Inc.

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Glumac, Inc., ("Consultant") organized under the laws of the State of California, located and doing business at 1601 Fifth Avenue, Suite 2210, Seattle WA 98101 (hereinafter the "Consultant").

RECITALS:

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

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

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

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

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

2. Compensation.

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

[Check all applicable payment terms]

LUMP SUM. Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$ _____.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$53,900.00 (tax included) without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

OTHER _____

3. Payment.

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

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

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

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

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

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

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing immediately upon execution and ending December 31, 2029 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

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

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

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

5. Standard of Care.

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

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. City agrees to waive any and all claims against Consultant and to defend, indemnify, and hold Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the alteration of Consultant's instruments of service without written authorization from Consultant by City, any new consultant or any other third party associated with City.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

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

8. Indemnification.

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

9. Insurance.

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

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

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

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

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

C. *Other Insurance Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

10. Record Keeping and Reporting.

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

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

11. City's Right of Inspection and Audit.

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

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

12. Work Performed at the Consultant's Risk.

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all

protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

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

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default. Consultant may, upon seven (7) days' notice, suspend or terminate its services due to City's material breach of the terms of this Agreement following written notice of the breach and the City's failure to cure the breach within thirty (30) days of written notice or other reasonable time period agreed upon in writing by Consultant and City.

C. *Rights Upon Termination.*

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

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

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

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be

given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

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

14. Discrimination Prohibited.

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

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

15. Force Majeure.

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

16. Assignment and Subcontract.

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

17. Conflict of Interest.

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

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination. Except that Consultant may disclose confidential information after seven (7) days’ notice to City, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for Consultant to defend itself in any dispute.

19. Non-Appropriation of Funds.

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

20. Employment of State Retirees.

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

21. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the

parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. 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.

23. Modification.

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

24. Notices.

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

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

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

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

Glumac, Inc.
Attn. Jon Dettwiler
1601 Fifth Avenue, Suite 2210
Seattle WA 98101
jdettwiler@glumac.com
Phone No.: 206-262-1010

25. Resolution of Disputes; Governing Law.

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

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

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

26. Compliance with Laws.

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

27. Title VI.

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

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

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers

any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

28. Counterparts.

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

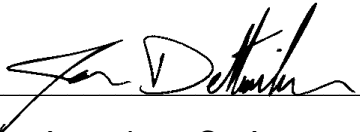
29. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken

provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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

CONSULTANT

By: 
Title: Associate, Cx Agent
Date: 4/21/2023

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney's Office

EXHIBIT A

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

EXHIBIT B

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

APPENDIX A

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Agenda Staff Report

Agenda Item No.:	Business Item 8E	Meeting Date:	April 25, 2023
Subject:	Approval of Accepting a Public Fireworks	Prepared by:	Brandy Wallace
	Display Application for a Public Fireworks		City Clerk
	Display on July 1, 2023	Atty Routing No.:	N/A
		Atty Review Date:	N/A

Summary: The City regulates public firework displays within the City at Port Orchard Municipal Code (POMC) Chapter 5.60, which are defined as an entertainment feature where the public is or could be invited, admitted and/or permitted to view the display or discharge of larger fireworks designed primarily for display and classified as such by the U.S. Department of Transportation, as further defined by RCW 70.77.131 and WAC 212-17-025. The City’s regulations require the submission of an application for a public firework display permit at least forty (40) business days prior to the date of the event.

The City has received an inquiry regarding a potential public firework display for July 1, 2023 from Fathoms O’Fun– an event historically held in the City on July 4th. Pursuant to RCW 70.77.280 requires the “governing body” of the city to grant the approval.

The location of the Public Fireworks Display will be held over Sinclair Inlet, as it has been for the past 50 years. The display is set to take place as dark, which is approximately 10pm and is expected to last for approximately 15 minutes.

Staff is only asking the Council for approval to allow staff accept the Fireworks Display application. Upon approval, City stall will follow Port Orchard Municipal Code 5.60 for process of the application.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends Council approve of accepting the Public Fireworks Display application from the Fathom O’Fun and to authorize city staff to follow POMC 5.60 for processing and approving the permit.

Motion for Consideration: I move to allow staff to accept the Fathoms O’Fun Fireworks Display application, allowing staff to process and approve the permit under POMC 5.60.

Alternatives: Do not approve.

Fiscal Impact: None.

Attachments: None.