



City of Port Orchard Council Meeting Agenda

May 23, 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

Link: <https://us02web.zoom.us/j/89619904124>

Zoom Webinar ID: 896 1990 4124

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 an Increase and Decrease from State-Approved Maximum Speed Limits on City Streets (Lang) **Page 3**
- D. Approval to Accept a Special Event Application and Waive the Submittal Timeline: Port Orchard Night Market (Wallace) **Page 10**
- E. Approval of the May 9, 2023, City Council Meeting Minutes **Page 21**

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC Chapter 20.200 to Conform with Updates to the State Building Code (Bond) **Page 27**
- B. Adoption of a Resolution Approving a Small Works Contract with Stripe Rite, Inc. for the 2023 City of Port Orchard Road Striping Project (Lang) **Page 45**
- C. Adoption of Resolution Approving a Contract and Easements with Puget Sound Energy for the Electric Vehicle Charging Stations Project (Lang) **Page 87**
- D. Adoption of a Resolution Granting Final Plat Approval for McCormick Woods North Phase III, Division 3 (Bond) **Page 99**
- E. Adoption of a Resolution Approving a Contract with Olson Brothers Pro-Vac LLC for the 2023 Stormwater Catch Basin and Pipe Maintenance Project (Lang) **Page 125**
- F. Approval of Road Closures for a Special Event: Mustangs on the Waterfront (Wallace) **Page 159**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. 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.)*

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

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Economic Development and Tourism	June 19, 2023; 9:30am	Remote Access
Utilities	June 13, 2023; 5:00pm	Remote Access
Finance	June 20, 2023; 5:00pm	Remote Access
Transportation	May 23, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	June 26, 2023; 3:30pm	Remote Access
Land Use	June 21, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2023	Remote Access
Sewer Advisory	June 21, 2023; 6:30pm	Remote Access
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.	Consent Agenda 4C	Meeting Date:	May 23, 2023
Subject	Adoption of a Resolution Approving an Increase and Decrease from State-Approved Maximum Speed Limits on City Streets	Prepared by:	Tony Lang PW Director
		Atty Routing No:	366922-0009
		Atty Review Date:	May 17, 2023

Summary: The State of Washington establishes the maximum speed limits for city and town streets, county roads, and state highways to ensure uniformity statewide. *See* RCW 46.61.400. The State provides limited flexibility to cities to alter maximum limits on the basis of an engineering and traffic investigation when conditions are found to exist that warrant a different reasonable and safe maximum limit. *See* RCW 46.61.415. The procedures to alter speed limits, in conformance with state law, was adopted by the City at Ordinance No. 1479. Consistent with that ordinance, the City Council adopted Resolution No. 1805, which altered the maximum speed limit on some City streets. Resolution No. 1805 was later amended by Resolution No. 1946, which was further amended by Resolutions Nos. 032-19 and 038-19.

The City completed a speed limit study on February 10, 2023, that included a recommendation to reduce the speed limit from 30 MPH to 25 MPH on Pottery Ave (SR 16 to Tremont Street) and Sidney Road SW (Sedgwick Road to SR16), with this reduction being within the limits established by RCW 46.61.415(1). The recommended speed limit is for increased safety of pedestrians and motorists due to planned future multimodal improvements and the corridor's proximity to multiple school zones. The recommended speed limit reduction on Pottery Ave (SR16 to Tremont Street) is to be implemented in conjunction with the upcoming Pottery Non-Motorized Improvement Project. The remaining corridor speed reduction on Sidney Ave (Sedgwick Road to SR16), if approved, would be implemented with planned future corridor improvements.

Additionally, the City received and verified a speed limit study from McCormick Communities, LLC on March 2, 2023, requesting that the speed limit on McCormick Village Dr (SW Old Clifton Rd to Telford Way SW) and Telford Way SW (McCormick Village Dr to Gleneagle Ave SW) within the McCormick Woods West development be lowered from 35 MPH to 25 MPH. The requested speed limit reduction is due to anticipated high conflict density and activity levels associated with the roadway, resulting from future residential development.

By this Resolution, the City Council would repeal and replace the previous resolutions modifying the maximum speed limit with a current recommendation for clarity, consistent with these traffic studies.

Recommendation: Staff recommends that the City Council adopt a Resolution, repealing the previous legislation and establishing modified speed limits in accordance with the traffic studies.

Relationship to Comprehensive Plan: Chapter 8- Transportation

Motion for Consideration: I move to adopt a Resolution, repealing Resolution 1805, as amended, and establishing modified speed limits on some city streets and intersections.

Fiscal Impact: New signage called for by this action is within budgeted authority.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, REPEALING AND REPLACING RESOLUTIONS NO. 1805 AND AMENDING RESOLUTION 1946, AS FURTHER AMENDED BY RESOLUTIONS 032-19 AND 038-19, ESTABLISHING INCREASES AND/OR DECREASES OF SPEED LIMITS ON CITY STREETS AND INTERSECTIONS.

WHEREAS, RCW 46.61.415, as adopted by the City of Port Orchard at Ordinance No. 1479, sets forth the procedure for a municipality such as the City to alter the maximum speed permitted by state law on city arterials, streets, and other rights-of-way; and

WHEREAS, pursuant to RCW 46.61.415(1), a city may raise or lower the maximum speed limit on city streets based on an engineering and traffic investigation, within certain established limits; and

WHEREAS, pursuant to Ordinance No. 1479, raising or lowering of the maximum posted speed limit shall be adopted by Council Resolution; and

WHEREAS, the default speed limit established in RCW 46.61.400 for city streets is 25 MPH; and

WHEREAS, over time, the City established speed limits that were an increase or decrease from the default via Resolution No. 1805, and amended those speed limits by Resolution No. 1946, which was further amended by Resolutions No. 032-19 and 038-19; and

WHEREAS, the City completed a speed limit study on February 10, 2023, that included a recommendation to reduce the speed limit from 30 MPH to 25 MPH on Pottery Ave (SR 16 to Tremont Street) and Sidney Road SW (Sedgwick Road to SR16), with this reduction being within the limits established by RCW 46.61.415(1); and

WHEREAS, the recommended speed limit is for increased safety of pedestrians and motorists due to planned future multimodal improvements and the corridor's proximity to multiple school zones; and

WHEREAS, the posted speed limit reduction on Pottery Ave (SR16 to Tremont Street) is to be implemented in conjunction with the upcoming Pottery Non-Motorized Improvement Project; and

WHEREAS, the remaining corridor speed reduction on Sidney Ave (Sedgwick Road to SR16) shall be implemented with planned future corridor improvements; and

WHEREAS, the City received a speed limit study from McCormick Communities, LLC on March 2, 2023, requesting that the speed limit on McCormick Village Dr (SW Old Clifton Rd to Telford Way SW) and Telford Way SW (McCormick Village Dr to Gleneagle Ave SW) within the McCormick Woods West development be lowered from 35 MPH to 25 MPH; and

WHEREAS, the requested speed limit reduction is due to anticipated high conflict density and activity levels associated with the roadway, resulting from future residential development; and

WHEREAS, the City Council of the City of Port Orchard finds that it is necessary and appropriate to alter the vehicular speeds permitted by state law on certain designated streets in the city by resolution and the posting of appropriate signs; 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: Resolution No. 1805 and Amending Resolution No. 1946, as further amended by Resolutions No. 032-19 and 038-19, are hereby repealed.

THAT: The City Council authorizes the alteration of the maximum speed permitted by state law on City streets or intersections as follows:

Section 1. DECREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be decreased during the times specified:

- (A) Dwight Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (B) DeKalb Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
- (C) Pottery Avenue from State Highway 16 to a point 300 feet north of the intersection of Lippert Drive, twenty miles per hour, when the beacon is flashing;
- (D) Lippert Drive/West Lippert Drive from a point 300 feet west of Pottery Avenue to a point 300 feet east of Pottery Avenue, twenty miles per hour at all times;

- (E) Mitchell Avenue from a point 300 feet south of Wolves Ln Pvt. to a point 300 feet north of DeKalb Street, twenty miles per hour, when the beacon is flashing;
- (F) Sidney Road SW from a point 300 feet north of SW Birch Road to a point 80 feet south of Glenwood Road, twenty miles per hour, when the beacon is flashing;
- (G) Lawrence Street from Tracy Avenue N to Perry Avenue N, twenty miles per hour at all times;
- (H) Perry Avenue N from Guy Wetzel Street to Lawrence Street, twenty miles per hour at all times;
- (I) Sprague Street, entire length, twenty miles per hour at all times;
- (J) Alleys and other narrow roads not otherwise listed, entire length, ten miles per hour at all times.

Section 2. INCREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be increased during the times specified:

- (A) Tremont Street, entire length, thirty-five miles per hour at all times;
- (B) Sidney Avenue from Tremont Street to primary State Highway 16, thirty miles per hour at all times;
- (C) Port Orchard Boulevard, on all that portion five hundred feet from its intersection with primary State Highway 166 to its intersection with Tremont Street, thirty-five miles per hour at all times;
- (D) On Bay Street (State Highway 166), beginning at the west city limits, easterly to a point 1.4 miles east of the west city limits, fifty miles per hour at all times;
- (E) On Bay Street (State Highway 166), beginning at a point 1.4 miles east of the west city limits, to a point 0.29 miles west of the intersection of West Avenue and Bay Street (State Highway 166), thirty-five miles per hour at all times;
- (F) Old Clifton Road, entire length, thirty-five miles per hour at all times;

-
- (G) On Mile Hill Drive (State Highway 166), beginning at the east city limits, westerly to the intersection of Bethel Avenue, thirty-five miles per hour at all times;
 - (H) Bethel Avenue/Road, beginning at the south city limits to a point 600 feet south of the intersection of Bay Street (State Highway 166), thirty-five miles per hour at all times;
 - (I) Olney Avenue, from the Beach Drive E to its intersection with Mile Hill Drive (State Highway 166), thirty miles per hour at all times;
 - (J) Sidney Road SW from SW Sedgwick Rd to the south city limits, thirty miles per hour at all times;
 - (K) SW Sedgwick Road from the east city limit to Sidney Road SW, thirty-five miles per hour at all times;
 - (L) SW Sedgwick Road from Sidney Road SW to Glenwood Road SW, thirty-five miles per hour at all times;
 - (M) Glenwood Road SW from the west city limit to SW Sedgwick Road, thirty-five miles per hour at all times;
 - (N) SE Salmonberry Road from Bethel Road SE to east city limit, thirty miles per hour at all times;
 - (O) Lund Avenue, entire length, thirty-five miles per hour at all times;
 - (P) Anderson Hill Road SW from SW Old Clifton Road to north city limit, thirty-five miles per hour at all times;
 - (Q) Feigley Road SW from SW Old Clifton Road to north city limit, thirty miles per hour at all times;
 - (R) Mitchell Road SE from Bethel Road SE to Melcher Street, thirty miles per hour at all times; and
 - (S) McCormick Woods Drive SW from Glenwood Road SW to SW Dunraven Place, thirty miles per hour at all times.

Section 3. EFFECTIVE DATE. Pursuant to RCW 46.61.415(5), the altered speed limits set forth in this Resolution shall take effect when appropriate signs giving notice thereof are erected.

Section 4. SAVINGS CLAUSE. The Resolutions which are repealed by this Resolution shall remain in force and effect as set out prior to this resolution until the effective date of this Resolution. Such amendments shall not be construed as affecting any existing right acquired under the laws repealed, nor as affecting any proceeding instituted thereunder, nor any rule, regulation or order promulgated thereunder.

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 23rd day of May 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



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	Meeting Date:	May 23, 2023
Subject:	Approval to Accept a Special Event	Prepared by:	Brandy Wallace, MMC
	Application and Waive the Submittal		City Clerk
	Timeline: Port Orchard Night Market	Atty Routing No:	N/A
		Atty Review Date:	N/A

Summary: City staff received a Special Event application for a series of Night Markets to take place on Saturdays, June 17, July 22, August 12, and September 9, 2023. Since this application was received less than the required 90 days it requires Council approval to allow staff to accept and process the application. The application states the following:

EVENT:	Port Orchard Night Market
TYPE:	Vendor Fair
DATE:	Saturdays, June 17, July 22, August 12, and September 9, 2023
TIME:	Open to the public at 3:00 p.m. until 11:00 p.m.
LOCATION:	Sidney Parkway, Parking Lot #2 between Sidney Avenue and Frederick Street
CLOSURE:	Parking Lot #2, between Sidney Avenue and Frederick Street

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

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

Relationship to Comprehensive Plan: N/A

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

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

Fiscal Impact: None.

Alternatives: Not modify the time submittal requirement.

Attachments: Application



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00

Event Overview

Name of event:	Port Orchard Night Market
Location of event:	See Attached map
Type of Event:	<input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Vendor Fair <input type="checkbox"/> Block Party <input type="checkbox"/> Other: _____
Event or Organization Website:	POBSA.com
Description of event:	4 summer night markets in the parking lots between Sidney and Fredricks

Admission Fees:

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

Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Sat	6/17	3pm	Sat	6/17	11pm	
Event Dates/Times: Indicate Dates/Times OPEN to attendees				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day: Sat	Date: 7/22	Start Time: 3pm	End Time: 11pm	150	500	20
Day: Sat	Date: 8/12	Start Time: 3pm	End Time: 11pm	150	500	20
Day: Sat	Date: 9/9	Start Time: 3pm	End Time: 11pm	150	500	20
Additional details: (attach additional pages as needed for additional days or details)						
Once a month June thru September						

Organization Information*

Name of Organization: <u>Port Orchard Bay Street Association</u>					
Do you have an active City Business License? <input type="checkbox"/> Yes <input type="checkbox"/> No What is your UBI number?					
Point of Contact Name: <u>Samantha Smith</u>					
Street Address: <u>701 Bay Street</u> <u>Port Orchard, WA 98366</u>			Mailing Address: (if different from street address)		
City:	State:	Zip:	City:	State:	Zip:
Phone: <u>360-271-0137</u>		Alternate Phone: <u>360-621-8847</u>		Email: <u>Sam@josephinesmerc.com</u>	

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

Alcohol

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

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

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

Food

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

Will your event have any food service and/or sales? ☒ Yes ☐ No If yes, how many: 3

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

Will your event have food trucks? ☒ Yes ☐ No If yes, how many: 3

Will your event have food booths or food vendors? ☒ Yes ☐ No If yes, how many: 3

Restrooms

Prove the number of restrooms that will be available to the public for your event: 6

Below is an example of the estimated amounts needed per the amount of users recommended in the FEMA Special Events Contingency Planning: Job Aids Manual.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

Organization Information*

Name of Organization: <u>Port Orchard Bay Street Association</u>					
Do you have an active City Business License? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is your UBI number?					
Point of Contact Name: <u>Samantha Smith</u>					
Street Address: <u>701 Bay Street</u> <u>Port Orchard, WA 98366</u>			Mailing Address: (if different from street address)		
City:	State:	Zip:	City:	State:	Zip:
Phone: <u>360-271-0137</u>		Alternate Phone: <u>360-621-8847</u> mail: <u>Sam@josephinesmura.com</u>			

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3,000 to 3,999	38
4,000 to 4,999	50

Garbage and Recycling

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

Recycle 2 Garbage 6

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

Self-Haul: ☒ Yes ☐ No List vendor/company, if applicable: _____

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

Have volunteers set out garbage cans. Throw away in available dumpster every hour or as needed.

Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:

Day: <u>Sat</u>	Date: <u>All 4</u>	Start Time: <u>4pm</u>	End Time: <u>10 pm</u>
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:

Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):

Background Music. low level

Describe what equipment will be used for amplified sound, and at what locations (show in maps):

On roof of Josephine's. Two Speakers

Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)

facing parking lot towards water

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

Tents

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

If yes, what is the tent size: 10x10 Does the tent have sides? ☐ Yes ☒ No ☐ Not applicable

May be required to obtain a permit per POMC 20.204.010 please contact Community Development (360) 874-5533.

Use of City Right-of-Way and Parking Impacts

Use of State Highway:

Will this event require closure of a State Highway Street (Bay Street/SR166)? ☐ Yes ☒ No

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

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

Will this event require closure of any of the below public property? ☐ Yes ☒ No

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

☐ City Parks:

- ☐ Van Zee Park
- ☐ McCormick Village Park
- ☐ Etta Turner Park
- ☐ Rockwell Park
- ☐ Paul Powers Park
- ☐ Central Park
- ☐ Givens Park

☐ Parking Lots:

- ☐ Lot 1: between Orchard and Frederick streets on the north side of Bay Street
- ☐ Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library
- ☐ Lot 5: all parking on City Hall property in front of the Police department
- ☐ Lot 7: all parking spaced located on the library property which is limited to library staff only
- ☒ Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.
- ☐ Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park
- ☐ Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection
- ☐ Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

☐ Sidewalks: _____

☐ Street(s) If requesting street closure, fill out the closure information below and provide a traffic control plan of the area impacted.

Traffic Control Plan:

Provide the name of the traffic control company you are using to direct traffic, manage road closures, and providing certified flaggers:

Street Closure Details:

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:

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

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☒ Yes ☐ No ☐ Not Applicable
If yes, how will parking be provided for participants and visitors (including handicapped parking)?

Yearly event. Many downtown business closed
Public parking available

Event Signage

Are you planning to put up temporary signs? ☒ Yes ☐ No

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

Vendors

Does your event indicate vendors? ☒ Yes ☐ No

If so, will they be selling merchandise and/ or food? ☒ Yes ☐ No

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

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the

sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

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

Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Beer Garden:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Signage:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Public entrances and exits:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Road closures and detours:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Traffic patterns:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Fire Lanes:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Garbage/Recycling:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Barricades:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
First Aid:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Parking:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
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Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

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

Special Event Insurance for events held at city-owned facilities can be purchased at eventinsure.hubinternational.com/.

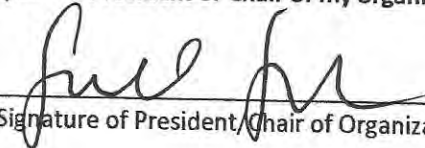
Release

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

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

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

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


Signature of President/Chair of Organization

Samantha Smith

Print Name

4/26/2023

Date

FOR CITY CLERK'S OFFICE USE ONLY

Comments received by: _____ Date \$50 Permit Fee Received: _____

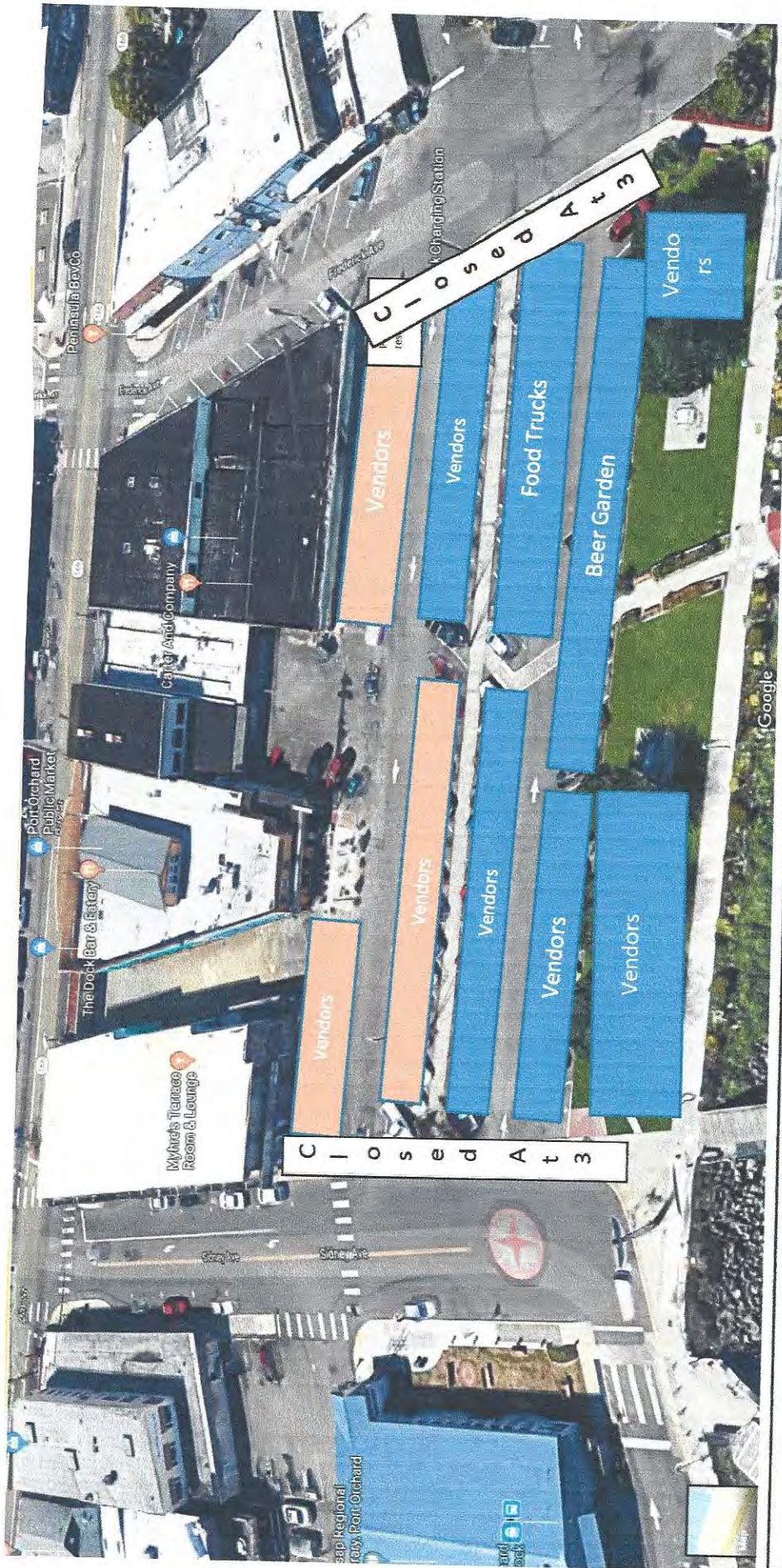
Date final review sent: _____


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


Date Insurance Certificate(s) Received: _____


Does event require a Master Multi-Vendor License: ☐ Yes ☐ No If Yes: ☐ \$15/day fee ☐ \$200/monthly fee

Number of days: _____ Amount: _____ Date fee paid: _____




Food Truck


Cooking


Non-Cooking

Groups of non-cooking tents are 1-foot apart

Fire Truck



Community Picnic area

Community Picnic area

Beer Garden food

Public Market

Carter's

Lizzy Jo's & Co

Alley

Myhre's

Josephine's



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of May 9, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:34 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
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

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

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:25)

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

2. APPROVAL OF AGENDA (Time Stamp: 00:47)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to move Business Items 8H (Adoption of a Resolution Adopting Personnel Policies Related to Purchasing of Clothing and Work Boots), 8K (Approval of Road Closure for a Special Event: Fathom's 54th Grand Parade), 8L (Approval of Road Closure for a Special Event: South Kitsap Grad Parade), 8M (Approval of Road Closure for a Special Event: Unforgotten Run), and 8N (Approval of Parking Lot Closure for a Special Event: Fathoms O' Fun Summer Festival) to the Consent Agenda.

The motion carried.

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

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 03:00)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 03:35)

- A.** Approval of Voucher Nos. 85940 through 86007 including bank drafts in the amount of \$379,645.20 and EFT's in the amount of \$313,975.66 totaling \$693,620.86.
- B.** Approval of Payroll Check Nos. 85933 through 85939 including bank drafts and EFT's in the amount of \$242,086.93 and Direct Deposits in the amount of \$230,253.33 totaling \$472,340.26.
- C.** Adoption of a Resolution Approving the Purchase of a Riding Mower for the Equipment Rental Revolving Fund 500 (**Resolution No. 041-23 and Purchase Order No. 034-23**)
- D.** Adoption of a Resolution Approving the Purchase of a Combination Jet/Vacuum Truck from the Equipment Rental Revolving Fund 500 (**Resolution No. 042-23 and Purchase Order No. 035-23**)
- E.** Adoption of a Resolution Approving the Purchase of Materials to Construct Electric Vehicle Charging Stations for the City's Fleet of Electric Vehicles (**Resolution No. 043-23**)
- F.** Approval of the April 14, 2023, Council Retreat Minutes
- G.** Adoption of a Resolution Adopting Personnel Policies Related to Purchasing of Clothing and Work Boots (**Resolution No. 044-23**)
- H.** Approval of Road Closure for a Special Event: Fathom's 54th Grand Parade
- I.** Approval of Road Closure for a Special Event: South Kitsap Grad Parade
- J.** Approval of Road Closure for a Special Event: Unforgotten Run
- K.** Approval of Parking Lot Closure for a Special Event: Fathoms O' Fun Summer Festival

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

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

- A. Blueberry Apartments Development Agreement for Traffic Impact Fee Credits (Time Stamp 04:01)**

Mayor Putaansuu opened the public hearing, and there being no testimony, closed the public hearing at 6:41 p.m.

7. EXECUTIVE SESSION

At 6:42 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110.(1)(i) regarding legal risk of a proposed action when public discussion could have

potential adverse legal or financial consequences for the agency. City Attorney Archer was invited to attend, and she announced action will follow.

At 6:52 p.m., Mayor Putaansuu reconvened the meeting back into session.

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 Westerly Portion of Harrison Avenue (Time Stamp 08:24)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to adopt an ordinance, vacating the City's right-of-way, an alley commonly known as Mystery Lane and the westerly portion of Harrison Avenue, as presented.

City Attorney Archer noted a friendly amendment will need to be made to modify Section 8 to state compensation shall be in the full amount of the full appraised value.

Councilmembers Rosapepe and Diener agreed to the friendly amendment.

**The motion carried.
(Ordinance No. 007-23)**

B. Adoption of an Ordinance Approving a Development Agreement with Blueberry Apartments, QOZB, LLC (Time Stamp: 13:14)

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to adopt an ordinance authorizing the Mayor to execute a development agreement with Blueberry Apartments QOZB, LLC as presented.

**The motion carried.
(Ordinance No. 008-23 and Contract No. 039-23)**

C. Adoption of a Resolution Approving a Contract with Miles Resources, LLC for the 2023 Citywide Asphalt Repair Project (Time Stamp 14:54)

MOTION: By Councilmember Trenary, seconded by Councilmember Clauson, to adopt a resolution approving a contract with Miles Resources, LLC for the Citywide Asphalt Repair project in the amount of \$867,629.60.

**The motion carried.
(Resolution No. 045-23 and Contract No. 040-23)**

D. Adoption of an Ordinance Amending POMC Chapter 2.60 Related to Council Compensation (Time Stamp 20:32)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Clauson, to adopt an ordinance, as presented, which amends Chapter 2.60 of the Port Orchard Municipal Code related to Council compensation.

Councilmembers Cucciardi and Chang voiced their concerns and noted they will not be voting in favor of this.

**The motion moved. Councilmembers Cucciardi and Chang voted no.
(Ordinance No. 009-23)**

E. Adoption of an Ordinance Amending POMC 20.26.020 and 20.132.060 to Include Signage as an Eligible Development Standard Addressed through a Development Agreement (Time Stamp 31:06)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Diener, to adopt an ordinance amending Port Orchard Municipal Code 20.26.020 and 20.132.060, as presented.

**The motion carried.
(Ordinance No. 010-23)**

F. Adoption of an Ordinance Amending POMC 20.24.040 Addressing Counter Completeness and Electronic Permit Submittals (Time Stamp 34:39)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Trenary, to adopt an ordinance amending Port Orchard Municipal Code 20.24.040, as presented.

**The motion carried.
(Ordinance No. 011-23)**

G. Adoption of an Ordinance Adopting the 2023 Comprehensive Plan Amendments (Time Stamp 36:35)

MOTION: By Councilmember Trenary, seconded by Councilmember Chang, to adopt an ordinance adopting the 2023 amendments to the City's Comprehensive Plan, as presented.

**The motion carried.
(Ordinance No. 012-23)**

H. Adoption of a Resolution Authorizing a Memorandum of Understanding with Kitsap Regional Library for Design Work for the Community Event Center (Time Stamp 39:13)

MOTION: By Councilmember Chang, seconded by Councilmember Cucciardi, to adopt a resolution authorizing the Mayor to execute a Memorandum of Understanding with KRL for design work for the Community Events Center.

**The motion carried.
(Resolution No. 046-23)**

I. Approval of Amendment No. 10 to Contract No. 066-20 with Rice Fergus Miller for Design Work to Library Space for the Community Events Center (Time Stamp 43:17)

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to authorize the Mayor to execute Amendment No. 10 to Contract No. C066-20 with Rice Fergus Miller, Inc. for additional design work for the Community Events Center.

The motion carried.

J. Approval of the April 25, 2023, City Council Meeting Minutes (Time Stamp 45:44)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to approve the City Council meeting minutes of April 25, 2023, as presented.

The motion carried. Councilmember Clauson abstained.

9. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

10. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 46:30)

Mayor Putaansuu reported the Economic Development and Tourism Committee is scheduled to meet May 15th. The Utilities Committee is scheduled to meet June 13th. The Festival of Chimes and Lights Committee is scheduled to meet May 15th. The Land Use Committee is scheduled to meet May 10th.

Councilmember Clauson reported on the May 9th Finance Committee meeting.

11. REPORT OF MAYOR (Time Stamp 52:05)

The Mayor reported on the following:

- Permanent supportive housing bedrooms
- Drug possessions, statewide laws and city ordinance
- In accordance with Ordinance 008-20 "Delegating Authority to the Mayor for Creating and Modification of Job Descriptions," he reported his approval of the revised job description for Office Assistant II and Public Works Foreman.

12. REPORT OF DEPARTMENT HEADS (Time Stamp 1:06:14)

Police Chief Brown reported on a threat to our local high school and how police staff responded.

13. CITIZEN COMMENTS (Time Stamp 1:09:08)

Sharron King with Fathoms O' Fun Festival, Inc., voiced her appreciation for the Council allowing their events to move forward. She also spoke about the Mayor and Council participating in the Grand Parade.

14. EXECUTIVE SESSION

Executive session was held earlier.

15. GOOD OF THE ORDER

There was no good of the order.

16. ADJOURNMENT

The meeting adjourned at 7:55 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



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 7A
Subject: Adoption of an Ordinance Amending POMC
Chapter 20.200 to Conform with Updates
to the State Building Code

Meeting Date: May 23, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: Development-Matter 11
Atty Review Date: May 17, 2023

Summary: The Washington State Building codes are typically updated on a 3-year cycle. On July 1, 2023, the 2021 building codes take effect under state law pursuant to RCW 19.27. As such, the city is required to amend POMC 20.200 to reference these new codes. The proposed ordinance changes references to the 2018 code to reference the 2021 codes and has an effective date of July 1, 2023, consistent with state law.

A summary of code changes as prepared by the City of Mercer Island building department is attached to this staff report for reference.

Relationship to Comprehensive Plan: N/A

Recommendation: City staff recommends approval of an ordinance amending POMC Chapter 20.200 as presented.

Motion for consideration: “I move to adopt an ordinance amending POMC Chapter 20.200 to conform with updates to the State Building Code under RCW 19.27 as presented.”

Fiscal Impact: None foreseen.

Alternatives: Do not approve the contract as presented.

Attachments: Ordinance, Summary of Code Changes from City of Mercer Island

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 20.200, CITY CONSTRUCTION CODE, OF THE PORT ORCHARD MUNICIPAL CODE TO CONFORM WITH UPDATES TO THE STATE BUILDING CODE UNDER CHAPTER 19.27 OF THE REVISED CODE OF WASHINGTON AND THE REVISED WASHINGTON STATE BUILDING CODE ACT; ADOPTING THE CURRENT STATE BUILDING CODES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Building Code Council (Code Council) periodically recommends and adopts uniform codes of statewide applicability, collectively referred to as the State Building Code; and

WHEREAS, the Washington state legislature has updated Chapter 19.27 of the Revised Code of Washington (RCW), the Washington State Building Code Act, to adopt the 2021 versions of the State Building Code, effective July 1, 2023; and

WHEREAS, the City of Port Orchard (the “City”) has adopted by reference the State Building Codes as required by state law, to locally enforce said rules for the health, safety, and welfare of the public; and

WHEREAS, Chapter 20.200 City Construction Code of the Port Orchard Municipal Code (POMC) will not conform to the State Building Code and RCW 19.27 after July 1, 2023 without amendment; and

WHEREAS, the City Council wishes to update sections in Chapter 20.200 of the POMC so that Title 20 of the POMC is consistent with the State Building Code and RCW 19.27, as updated effective July 1, 2023; and

WHEREAS, the SEPA Responsible Official for the City determined that adoption of this ordinance is categorically exempt from environmental review as a procedural action under WAC 197-11-800(20); now therefore

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

SECTION 1. Amendment of POMC 20.200.008 State Building Code, Adopted. Port Orchard Municipal Code Section 20.200.008 is hereby amended to read as follows:

Pursuant to RCW [35A.12.140](#), the city of Port Orchard hereby adopts the following codes of technical compliance by reference, which are incorporated herein; provided, that the amendments, deletions, and additions thereto as provided in this chapter shall govern over the published provisions of the respective adopted code:

(1) The 2021 Edition of the International Building Code as published by the International Code Council (ICC), including Appendix E, as adopted and amended by the Washington State Building Code Council (WSBCC) in WAC [51-50-003](#), is hereby adopted by reference. Additionally, Appendix B of the 2021 International Building Code is adopted by reference by the city of Port Orchard;

(2) The 2021 Edition of the International Residential Code as published by the ICC and as adopted and amended by the WSBCC in WAC [51-51-003](#). Additionally, Appendix M of the International Residential Code is adopted by reference by the city of Port Orchard;

(3) The 2021 Edition of the International Mechanical Code, as published by the ICC, as adopted and amended by the WSBCC in WAC [51-52-003](#), is hereby adopted by reference by the city of Port Orchard;

(4) The 2021 Edition of the International Fire Code, as published by the ICC, as adopted by the WSBCC in Chapter [51-54A](#) WAC, is hereby adopted by reference. Additionally, Appendix B of the International Fire Code is adopted by reference by the city of Port Orchard and portions of Appendix D are adopted as shown in POMC [20.200.016](#);

(5) The 2021 Edition of the Wildland Urban-Interface Code as published by the ICC, as adopted by the WSBCC in Chapter 51-55 WAC, is hereby adopted by reference.

(6) The 2021 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, and as adopted and amended by the WSBCC in WAC [51-56-003](#), is hereby adopted by reference;

(7) The 2021 Edition of the International Energy Conservation Code, Commercial, as adopted and amended by the Washington State Building Code Council in Chapter [51-11C](#) WAC;

(8) The 2021 Edition of the International Energy Conservation Code, Residential, as adopted and amended by the Washington State Building Code Council in Chapter [51-11R](#) WAC;

(9) The 2021 edition of the International Property Maintenance Code, as published by the ICC; and

(10) The 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings together with the appendices, as published by the International Conference of Building Officials, is hereby

adopted, except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by the city.

A copy of the codes referenced herein shall be kept on file with the city clerk.

SECTION 2. Amendment of POMC 20.200.018, Appeals. Port Orchard Municipal Code Section 20.200.018 is hereby amended to read as follows:

Whenever the fire code authority shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the codes do not apply or that the true intent and meaning of the codes have been misconstrued or wrongly interpreted, the applicant may appeal from the decision within 30 days from the date of the decision in accordance with Section 113 of the 2021 Edition of the International Fire Code, as adopted herein.

SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

SECTION 5. Effective Date. This ordinance shall be in full force five days after posting and publication, provided following publication the amendments to the POMC set forth herein shall be effective July 1, 2023. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 23rd day of May 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM ONLY:

SPONSOR:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE:

Summary of Significant Code Changes

The 2021 Construction Codes will be effective on July 1, 2023. The following list highlights some of the significant changes to the various construction codes. Washington State amendments have been prefaced with “WS” to clarify source of the change.

2021 International Building Code (IBC)

- Nonstructural components. Construction documents shall indicate if structural support and anchoring documentation for nonstructural components is part of the design submittal or a deferred submittal. WS IBC 107.2.9.
- Types IV-A, IV-B and IV- C connection protection inspection: Special inspection requirements were added to address the anchorage and connection of mass timber structural elements. IBC 110.4.9.2.
- Change of Occupancy definition revised to include a change in the level of activity within a building or structure. IBC 202.
- State amendment to the high-rise definition to include an occupied roof with an occupant load of 50 or more persons, which is located more than 75 feet above the lowest level of fire department vehicle access. WS202. Note - the definition was previously amended in MICC 17.01.020 to be measured to the occupied floor or rooftop, regardless of occupant load.
- Uses not classified as Group H: Distilling, brewing, and storing beer, wine, and spirits is not necessarily in Group H as long as it complies with the International Fire Code. IBC 307.1.1.
- Alcoholic beverage storage: Beverages over 16% alcohol are in the S-1 moderate-hazard storage group; beverages at or below 16% are in the S-2 low-hazard storage group. IBC 311.2 & 311.3.
- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring compliance with Section 411 and special means of egress requirements. IBC 202, 411.5.
- For the purpose of determining the allowable number of control areas in a building, each portion separated by one or more fire walls is now considered as a separate building. IBC 414.2.3. Play structure requirements increased when exceeding 600 sf in area or 10 feet in height, including special investigation and structural design. IBC 424.
- Domestic cooking in ambulatory care facilities: New rules for domestic cooking appliances in care facilities include fire safety measures, gas shutoffs with supervisory staff access, and timed shutoffs for appliances. IBC 422.7.
- The state requires electric vehicle charging infrastructure within new buildings and accessory structures for most occupancy groups, including dwelling units with private garages. WS IBC 429, WS IBC Table 429.2.
- Occupied roof allowances: Occupied roofs are not included in the height or number of stories as long as the penthouse and other roof structures comply with section 1511. IBC 503.1.4. Enclosure of occupied roof areas. With limited exceptions, elements or structures enclosing the occupied roof areas shall not extend more than 48 inches (1220 mm) above the surface of the occupied roof. WS IBC 503.1.4.1.

- Guards. Occupied roofs shall have guards in accordance with Section 1015.2. WS IBC 503.1.4.2
- Podium buildings: Now allows combustibile stair construction below the 3-hour horizontal separation if several conditions are met. WS IBC 510.2.
- Previous construction types in the state code (Types IV-A, IV-B, and IV-C) have been moved to the model code with some state amendments. Three construction types allow mass timber buildings of taller heights, more stories above grade, and greater allowable areas compared to existing provisions for heavy timber buildings. IBC 602.4, IBC Table 601, WS 602.4.
- Structural fire Protection: Now requires any attachments to fire rated steel members to be rated for at least 12" away from structural member. IBC & WS 704.6.1.
- Separation of Energy Storage Systems requiring fire barriers and restricting fire-protection rated glazing to address thermal runaway concerns. Provided glazing must be fire-resistance rated. Wall & opening requirements as established by IFC 1207. IBC 707.4, 716
- Exit Access Travel Distance: This language change from "Common path of Egress Travel Distance" to "Exit Access Travel Distance" will change the end point of the measurement of the distance traveled. For single-exit stories, the travel distance limits are now based on the exit access travel distance as opposed to the common path of egress travel. IBC 1006.3.4.
- Egress illumination: Increases amount of lighting along stairs & landings from 1 foot-candle to 10 f-c while stairs are in use (occupant sensors). IBC 1008.2.1.
- Accessible egress: Now requires elevator to occupied roofs if 4 stories or more. IBC 1009.2.1.
- Min. door width: Door width revisions to certain small spaces such as fitting rooms, shower compartments, toilet stalls, etc. IBC 1010.1.1.
- Max. door width: Door width no longer limited to 4 ft. max. (if all other requirements met). IBC 1010.1.1. Areas of refuge: Increased size of areas of refuge from 30"x 40" to 30"x 52". IBC 1009.6.3.
- The 2017 edition of ICC A117.1 *Accessible and Usable Buildings and Facilities* was adopted. IBC 1102.1.
- ICC A117.1 – 2017 contains substantial changes to account for the standard, larger electronic wheelchairs. For example, increased sizes of turning spaces, clear floor spaces, toilet rooms, width along accessible route of travel, ramps, curb ramps, sidewalks, etc. and other spaces in new construction.
- ICC A117.1 – 2017 provides technical requirements for wheelchair charging stations.
- Unvented attics: Expands alternatives for unvented attic spaces if air permeable insulation and 'vapor diffusion ports' (new definition) are used. IBC 1202.3.
- In Group E occupancies, enhanced classroom acoustics in compliance with ICC A117.1 are to be provided in all classrooms having of volume of 20,000 cubic feet or less. IBC 1207.
- Restroom privacy: new requirement to provide privacy screening at entrance to public restrooms designed for more than one occupant. IBC 1210.3.
- Parapets of a minimum height are now required for aggregate-surfaced roofs to prevent blow-off. IBC 1504.9.
- Mixed occupancy buildings with assembly spaces are placed in Risk Category III when the total public assembly occupant load is greater than 2500 people. IBC Table 1604.5.

- Installation of firestop, fire-resistant joint systems, and perimeter fire containment systems in residential-use buildings now requires special inspection in Group R fire areas having an occupant load exceeding 250 people. IBC 1705.1.8.
- Structural Concrete Tolerances - ACI standards ACI 117 and ITG 7 were added by reference to provide acceptable tolerances for concrete construction. IBC 1901.7.
- The use of intermodal shipping containers as buildings is now specifically addressed through provisions intended to supplement existing applicable IBC requirements. IBC 3115.
- All-gender terminology replaces gender-neutral. Separate facilities not required rooms are designed for use by both sexes and privacy is provided. WS Chapter 29.
- Fire protection: Expands requirements to provide fire protection water on construction sites before and during vertical construction. IBC 3313.
- Appendix P Construction & Demolition Material Management: if specifically adopted by a jurisdiction, provides requirements for salvage assessment and waste diversion.

2021 International Residential Code for One- and Two-Family Dwellings (IRC)

- The state added Ch. 45 – Existing buildings and structures. The scoping provisions state that repairs, alterations, additions, and relocation of existing buildings and structures must comply with the requirements of new construction except as modified in this chapter. Users are directed to the IEBC only when there is a change in occupancy or change of height or egress that pushes the scope out of the IRC. WS IRC R102.7.1 and WS IRC Chapter 45.
- The definition of Townhouse changed and a new definition for Townhouse Unit was added and modified by the state. IRC R202 & WS IRC R202.
- The state added a definition of Enclosed Kitchen and Loft (to replace Sleeping Loft) and modified Landing Platform. WS IRC R202.
- The use of Intermodal Shipping Containers is now recognized in the IRC and criteria for minimum structural requirements is referenced to Section 3115 of the IBC. IRC R301.1.4.
- Wind speeds have been updated and reduced in many areas. Design criteria can be verified using <https://asce7hazardtool.online/>. IRC R301.2.1.
- Irregular building provisions for hillside light-frame constructed buildings may require engineered design per IBC. R301.2.2.6 (Item 8).
- Scope added for anchorage of water heaters to include thermal storage units. WS IRC R301.2.2.10.
- The live load requirement for guards and handrails are separated and the requirements for guards have been lessened. Now only handrails must apply a single concentrated load applied in any direction at any point along the top. For guards not required to serve as a handrail, the load need not be applied to the top element of the guard in a direction parallel to such element thus reducing the amount of connection hardware needed to construct a guard along a deck or other elevated walking surface. Guards must still be designed with the concentrated load in the downward direction and in the horizontal direction away from the walking surface. IRC Table R301.5.
- While the model code was amended to clarify that the separation of dwelling units in two-family dwellings to be not less than 1-hour regardless of whether a lot line existed between the units, the state did not adopt that language and added an exception to not require

separation of an ADU added to an existing single-family residence to create a two-family dwelling when smoke alarms are interconnected. WS IRC R302.3.1.

- The state made several modifications to the fire-resistance requirements in two-family dwellings regarding protection at the wall separating units, separation from shared accessory rooms, and penetrations. WS IRC R302.3.4 – R302.3.5.3.
- Doors at the dwelling-to-garage opening now must be self-latching in addition to being equipped with a self-closing or automatic-closing device. IRC R302.5.1.
- A new section added regarding electric vehicle charging to require a dedicated 40-ampere circuit terminating at a junction box, receptacle outlet or charging equipment. WS IRC R309.6.
- The provisions for window wells and area wells serving emergency escape and rescue openings have been merged into one section for area wells. IRC R310.4.
- The state relocated requirements for replacement windows from R310.5 to R4502.5. WS IRC R4502.5.
- The state exception to allow access to areas of 200 s.f. or less utilizing alternating tread devices, ship's ladders or ladders has been limited to areas located not more than 10 feet above finished floor of the space below. WS IRC R311.4.
- The state removed the limitation of 12'-7" as the maximum vertical rise of stair flights. WS IRC R311.7.3.
- The state did not adopt the exception for alternating tread devices or ship's ladders. WS IRC R311.7.11 & WS IRC R311.7.12.
- A new location requirement for smoke alarms was added to address high ceilings adjacent to hallways serving bedrooms and the state clarified that a smoke alarm is required within the room to which a loft is open. IRC R314.3 & WS IRC R314.3.
- The provisions for protection of wood against decay have been reorganized and clarified. IRC R317.1.
- The accessibility provisions for live/work units and owner-occupied lodging houses constructed under the IRC are clarified. IRC R320.
- Habitable attics are now limited to one-third the floor area of the story below except if the dwelling unit is equipped with a fire sprinkler system, it can be not greater than one-half the floor area. IRC R326.
- The state requirement that pools and spas comply with the ISPSC has been relocated from R328 to R327 with the same revisions as previously adopted. WS IRC R327.1.
- The state amended section for Energy Storage Systems has been relocated from R329 to R328 and modified. WS IRC R328.
- The state added a new section for Lofts including a definition in R202. Other code sections modified to include loft requirements where applicable. WS IRC R333.
- The state added a new section for Stationary Fuel Cell Power Systems and refers to the IFC for compliance requirements. WS IRC R334.
- 6 mil waterproofing no longer allowed at concrete foundations. IRC R406.2.
- A minimum 10 mil vapor retarder conforming to ASTM E1745 Class A requirements is now required below slabs-on-grade. IRC R506.2.3.
- New section added specific to exterior deck guards. IRC R507.10.

- Continuous sheathing requirements for foundation cripple walls limited to exterior cripple walls only allowing for simplified crawl space ventilation. IRC R602.9.
- The location of braced wall lines and permitted offsets are more limited. IRC R602.10.1.2.
- Clarifications added for use of brick veneer in prescriptive designs by adjusting seismic factors. IRC Table R602.10.3(4).
- Limitations added for stone and masonry veneer in prescriptive designs. IRC R602.10.6.5.
- Garage door labeling required to identify wind pressure rating among other information. IRC R609.4.1.
- Requirements for vapor retarders have been reorganized and clarified. Several new tables have been provided to assist designers in determining what vapor retarders are required, and where these vapor retarders should be located in the wall assembly. IRC R702.7.
- Some previous state amendments for exterior coverings regarding water-resistive barriers and flashing have been removed to rely on the model code language. IRC R703.
- Larger air gaps are allowed behind veneer to accommodate thicker continuous insulation. IRC Table R703.8.4(1).
- A new section added to provide prescriptive guidance on materials, design, and installation of soffits. IRC R704.
- Revised wood roof framing language to clarify where a ridge beam is required when ceiling joists or rafter ties do not provide continuous ties across the structure. IRC R802.3.
- Additional specifications are provided to clarify and limit where ridge boards can be used. IRC R802.6.
- The state modified local exhaust requirements in kitchens and differentiates between open and enclosed kitchens. Enclosed Kitchen added to definitions. WS IRC R202 & WS IRC M1505.4.4.1.
- The state modified local exhaust fan requirements to limit sones at kitchen fans. WS IRC M1505.4.4.2.
- The state added a new section for local intermittent kitchen exhaust systems including field verification and diagnostic testing requirements. WS IRC M1505.4.4.3.
- A new section added for oil-fired appliances to be equipped with a safety device which will stop burner operation in the event that the venting system is obstructed. IRC M1802.4.
- The provisions for ground source heat pump loop piping systems in Section M2105 have been duplicated in Section M2101 to apply to all hydronic piping systems in this modified section. IRC M2101.11 – M2101.31.
- The exception allowing new exhausts to be run through existing unlined chimneys has been removed. IRC G2427.5.5.1.
- The exception allowing commercial cooking appliances where the installation is designed by a licensed Professional Engineer has been removed. Commercial cooking appliances lack many safeguards that are found in residential appliances and are now fully prohibited by the IRC. IRC G2447.2.
- Requirement added for radon testing in Appendix AF – Radon control methods. This appendix chapter is specifically adopted by the state. WS IRC AF104.
- The state amends provisions in Appendix AT – Solar-ready provisions – detached one- and two-family dwellings. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction's adopting ordinance. WS IRC Appendix AT.

- The state adds Appendix Y – Construction and demolition material management. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction’s adopting ordinance. WS IRC Appendix Y.
- The state adds Appendix Z – Building deconstruction. The provisions in this appendix are not mandatory unless specifically referenced in the jurisdiction’s adopting ordinance. WS IRC Appendix Z.

2021 International Mechanical Code (IMC)

- Clothes dryer exhaust terminals are required to be at least 3 feet from any opening into a building. IMC 504.4.1.
- Polyurethane spray-applied foam on the exterior of ducts in attics and crawl spaces required to meet specific smoke and flame index limits. IMC 604.3.
- Fire and smoke dampers must be provided with approved access for inspection and maintenance. IMC 607.4.
- Refrigerant tables updated to include new refrigerants. IMC Table 1103.1.
- Addition of condensate termination identification markings and discharge restrictions. IMC 307.1.1, 307.2.3.3, 307.2.1.1.
- Approved factory-built combination intake/exhaust terminations permitted, relaxing separation requirement. WS IMC 401.4(3); IMC 401.4.
- 30% reduction in minimum mechanical ventilation for whole-house balanced ventilation systems. IMC 403.3.2.1.
- Continuous operation requirement for manicure and pedicure station exhaust systems. IMC 502.20.1.
- Grease duct horizontal cleanout required within 3 feet of a horizontal discharge fan. IMC 506.3.9.

2021 International Fuel Gas Code (IFGC)

- The termination of concealed condensate piping requires marking to indicate if it is the primary drain or the secondary drain. IFGC 307.2.
- Press-connect joints are acceptable for high pressure (over 5 psig) applications indoors. IFGC 202.

2021 Uniform Plumbing Code (UPC)

- 120-degree Fahrenheit maximum shower discharge for single head showers – this previously applied only to gang showers. UPC 408.3.2
- New materials table added for cleanouts, UPC 707.2
- New testing standards for plastic pipes in plenums. Must now be tested for compliance with ASTM E84 or UL 723. UPC 903.1
- Circuit venting language cleaned up and clarified. UPC 911
- New secondary roof drain requirements. Requires doubling the rainfall rate for secondary roof drains unless roof is designed for ponding per ASCE 7-16. WA UPC 1101.12

2021 Washington State Energy Code - Commercial (WSEC-C)

- Sections in Chapter 1 are reordered (and renumbered) for consistency with other I-Code formats.
- Note, definition of Residential Building modified in WSEC-R, which changes scope of code. With revisions, Group R-2 buildings with dwelling units accessed from interior corridors (regardless of height) are now subject to commercial provisions of the energy code. WSEC R202.18-R & R401.1.
- Definition of Conditioned Space revised to clarify it includes stair and elevator shafts. WSEC C202.3-C.
- Allowance for insulation certificate to demonstrate R-value when insulating materials are installed without observable markings. WSEC C303.1.2.
- Clarifications made to code applicability to process equipment. WSEC C401.2.2.
- A permanent certificate requirement is added to commercial buildings that will record basic information related to the building thermal envelope. This is similar to the requirement for residential buildings. WSEC C401.3.
- Clarification to the semi-heated exception to clarify the exception only relates to the allowed heat source and does not allow unlimited heat capacity. WSEC C402.1.1.2 Exc.
- Reduction in allowed U-factor for greenhouse vertical fenestration on north walls to 0.60 (from 0.70). WSEC Table C402.1.1.3.
- Increase in R-value required for metal building roofs. WSEC Table C402.1.3.
- Both the wood frame wall and metal building wall R-values have been modified to require continuous insulation in addition to cavity insulation. WSEC Table C402.1.3.
- Opaque doors moved to WSEC Table C402.1.4 (from C402.1.3).
- Roof insulation requirements are clarified and separated for compliance with either the U-factor or R-value method in WSEC Sections C402.1.4.1 and C402.2.1.
- New section requires heat loss through PTACs, PTHPs, and other through-wall mechanical equipment to be calculated as part of envelope U-factor compliance. WSEC C402.1.4.3.
- The U-factor requirements in WSEC Table C402.1.4 are decreased to improve the efficiency of the building envelope.
- New sections added to reduce heat loss through significant thermal bridges in the building envelope. WSEC C402.2.8 & C402.2.9
- Maximum fenestration U-values and SHGCs decreased to reduce envelope heat loss. WSEC Table C402.4.
- Adjust the fenestration U-value requirements for increased allowable fenestration area. WSEC C402.4.1.1.2.
- Language clarified to require skylights in all spaces under a roof meeting the requirements, not just single-story spaces. WSEC C402.4.2.
- The allowable air leakage rate is reduced to 0.25 cfm/ft² and buildings must now meet this requirement. Corrective measures and retesting are needed until air leakage rate is achieved. WSEC C402.5.2 & C405.2.3.
- Increased R-value of ducts for combustion air to R-16 (from R-8) to align with outside air duct requirements. WSEC C402.5.5.

- Add exception to vestibule rule for doors connecting to outdoor dining areas. WSEC C402.5.9 Exc 11.
- Large, operable openings such as roll-up doors and windows must now be interlocked with the heating and cooling system. WSEC C402.5.11.
- Multiple revisions to TSPR section to provide clarifications based on interpretation request, expand use of TSPR to multifamily buildings, and add functionality to the approach by accounting for additional system parameters. WSEC C403.1.1.
- New section to require heat pump space heating, rather than fossil fuel or electric space heating, for all buildings. Exceptions are provided to allow electric resistance heating for small loads and as supplementary heat for very cold weather. WSEC C403.1.4.
- Additional exception to allow greater than 150% of minimum ventilation if a DOAS unit has a very efficient energy recovery device. WSEC C403.2.2.1 Exc 5.
- Fault detection and diagnostics now required for HVAC systems in large buildings (100,000 SF or larger) to ensure ongoing operational efficiency of equipment. WSEC C403.2.3 (ICC CE111-19).
- Decrease size threshold for variable speed drive requirement. WSEC C403.2.4 & C404.13.
- Efficiency tables updated and revised for SEER2. WSEC Tables C403.3.2(1) through C403.3.2(16).
- Increased efficiency requirements for DOAS systems. WSEC C403.3.5.1.
- Specific sizing and control requirements for DOAS heating and cooling systems added. WSEC C403.3.5.5.
- Requirements for demand responsive controls added for most use types. WSEC C403.4.1.7.
- Areas requiring demand control ventilation expanded. WSEC C403.7.1.1.
- Energy recovery required in Group R-2 occupancies. Energy recovery sensible recovery effectiveness requirements increased in other occupancies. WSEC C403.7.6.
- Demand controlled kitchen ventilation required for kitchens with 2000 cfm exhaust or greater. WSEC C403.7.7.1.3.
- Revised the fan power budget and allowances based on system type. WSEC C403.8.
- Added requirements for dehumidification efficiency for indoor growing facilities. WSEC C403.13.
- Service water heating must be heat pump water heater (HPWH) with some exceptions. Primary heat pump system sizing criteria added. WSEC C404.2.1.
- Large pool water heaters may not be electric resistance. WSEC C404.11.1.
- Demand responsive control requirements added for certain water heaters. WSEC C404.14.
- Luminaire level lighting controls required in large open offices. WSEC C405.2.8.1.
- Light reduction (dimming) controls required in most spaces that are not provided with occupant sensor lighting controls. WSEC C405.2.4.
- Daylight responsive lighting control trigger now based on lighting wattage regardless of luminaire quantity. WSEC C405.2.5.
- Electric receptacles required at dwelling unit gas appliances. WSEC C405.7.1.
- New UPS efficiency requirements for computer rooms in line with ENERGY STAR. WSEC C405.12.
- Significant revisions to C406 Additional Efficiency Credit tables and requirements. Credit requirements and allowances for each option now based on occupancy and applicable

credit value weighted energy savings by occupancy type. Additional options added to WSEC Table C406.2.

- New Load Management Measure Credits (Table C406.3) required for new buildings greater than 5,000 SF in area. WSEC C406.3.
- Lower Commissioning exception thresholds. WSEC C408.1.
- Renewable energy generation system required for new buildings greater than 10,000 SF in area. WSEC C411.
- New section regulating compressed air systems (process loads). WSEC C412.
- Reduced threshold for meeting current lighting power allowance from 50% to 20% or more of luminaires altered.
- Change of space conditioning moved to C505 to clarify requirements. WSEC C505.

2021 Washington State Energy Code - Residential (WSEC-R)

- Sections in Chapter 1 are reordered (and renumbered) for consistency with other I-Code formats.
- Definition of Residential Building modified which changes scope of code. With revisions, Group R-2 buildings with dwelling units accessed from interior corridors (regardless of height) are now subject to commercial provisions of the energy code. WSEC R202.18-R & R401.1.
- Allowance for insulation certificate to demonstrate R-value when insulating materials are installed without observable markings. WSEC R303.1.2.
- Certificate requirements numbered for clarity and solar array information and code edition and compliance path requirements added. WSEC R401.3.
- The assembly U-factor is established as the primary insulation metric, with R-value as an alternative. The tables were reordered to reflect this, with U-factor table first. WSEC Tables R402.1.2 and R402.1.3.
- The ceiling U-factor has decreased to 0.024 (from 0.026). WSEC Table R402.1.2.
- The ceiling R-value has increased to R-60 (from R-49). WSEC Table R402.1.3.
- The wood frame wall R-value has been modified to require continuous insulation in addition to cavity insulation. Two options are 1) R-20 cavity plus R-5 continuous or 2) R-13 cavity plus R-10 continuous. WSEC Table R402.1.3.
- Air leakage rate reduced to
 - 4.0 air changes per hour (ACH) maximum (from 5.0 ACH) for IRC buildings. WSEC R402.4.1.3.1.
 - 0.25 cfm per square foot of the dwelling unit enclosure area maximum for R-2 units. WSEC R402.4.1.3.2.
- New requirement for outlet boxes to be air sealed. WSEC R402.4.6.
- The three possible duct locations (outside conditioned space, in conditioned space and buried) are clarified and the insulation requirements for each are modified. WSEC R403.3.
- Protection of piping insulation from “equipment maintenance” language clarified. WSEC R403.4.1.
- Water heaters must be installed in conditioned space, except for highly efficiency water heaters. WSEC R403.5.5.

- Water heaters must be heat pump type, with some exceptions and requirements for supplemental water heating systems. WSEC R403.5.7.
- New section requiring that the mechanical ventilation be tested and verified to meet the minimum flow rate requirements. WSEC R403.6.2.
- This new section requires that space heating be provided by a heat pump—either gas or electric—as a method to reduce greenhouse gas emissions and save energy. There are exceptions provided for dwellings with small heating loads and allowances for supplementary heating. WSEC R403.13.
- All lighting equipment shall contain only high-efficacy lighting sources (excluding kitchen appliance lighting fixtures). R404.1.
- Exterior lighting must meet the power allowances in the commercial provisions. WSEC R404.1.1.
- Interior lighting must now be controlled by dimmers, occupant sensor controls, or built-in fixture controls. WSEC R404.2.
- Exterior lighting over 30 watts must be provided with automatic controls to turn off during daylight hours. WSEC R404.3.
- Fuel normalization table credits adjusted. WSEC Table R406.2.
- Required number of additional energy efficiency credits reduced in most cases. Additions increased to require 2.0 credits (from 1.5) and exempts additions less than 150 square feet. WSEC R406.3.
- WSEC Table R406.3 extensively revised. One half point is equivalent to a 600 kWh energy savings. Some options were eliminated due to the fact they are now a part of the base code requirements.
- Small additions (less than 150 s.f.) are exempted from the requirement to obtain additional energy efficiency credits in Section R406. WSEC R502.1.1.
- New requirement that when additions over 150 square feet adjoin existing attic spaces, the existing attic space needs to be insulated to current R402 requirements and insulation values. WSEC R502.3.1.1.
- New exception added to state that replacement heating equipment is not required to comply with the heat pump requirement as long as it does not exceed the heating capacity of the equipment being replaced. WSEC R503.1.2 Exc 3.
- An exception was added to state that replacement water heating equipment is not required to comply with the heat pump requirement as long as it does not exceed the heating capacity of the equipment being replaced. WSEC R503.1.3 Exc 2.
- An exception was added to state that replacement water heating equipment is not required to be moved to within the conditioned space. WSEC R503.1.3 Exc 1.
- The threshold for lighting to comply with Section R404.1 was decreased from 50% replacement to 10% replacement. WSEC R503.1.4 Exc.
- Various standards were updated to more recent editions or were added to support new code requirements as noted in the section descriptions. WSEC Chapter 6.

2021 International Existing Building Code (IEBC)

- Application of fire code - Adds pointer to IFC Chapter 11. IEBC 101.2.1.
- Flood hazard documentation is required for lowest floor level in flood hazard areas; refers to IBC or IRC for compliance. IEBC 109.3.10.
- Adds “or other ordinance of the jurisdiction” to reasons why a code official is authorized to revoke a Certificate of occupancy. IEBC 110.4.
- Provides Building Official the authority to allow water and sewer connections, which may ease the construction process, especially for currently occupied buildings. IEBC 111.
- New section specifying that where an emergency exists, the code official is not required to give a written notice prior to stopping the work. IEBC 114.3.
- Changes to reference structures instead of buildings. Section clarifies that vacant structures that are not secured are unsafe. IEBC 115.1.
- Alteration, addition or change of occupancy - New language clarifies that the exception doesn't apply to alterations for accessibility required by Section 306. IEBC 301.3.
- Requirement added to maintain accessible means of egress during construction. IEBC 305.2.
- Section clarifying no alterations can be done that would decrease accessibility. IEBC 306.3.1.
- Requirement stating that exterior elements must be at least 36 inches wide. IEBC 306.7.6.
- Requirement to add smoke alarms for all group R and I-1 for any classification of work. IEBC 307.
- Requirement to add carbon monoxide detection in group I, R, and E under some circumstances. IEBC 308.
- When significant portions of a building’s exterior wall coverings or exterior wall envelopes are added or replaced, they must comply with the requirements of Chapters 14 and 26 of the IBC. IEBC 309, 309.1.
- Additions, Level 3 alterations, and changes of occupancy in educational occupancies are now required to meet the enhanced classroom acoustic requirements of Section 808 of ICC A117.1. IEBC 502.6; 503.16; 506.6.
- Requirements in the IBC have been referenced to provide special allowances for educational occupancies with regard to door lock mechanisms. IEBC 503.17.
- New provisions allow the use of existing and smaller replacement windows for emergency escape and rescue openings within a change of occupancy when applying both the prescriptive and work area methods, providing flexibility while still maintaining the level of safety for occupants and emergency responders. IEBC 506.4.
- Locking requirements to keep intruders from entering rooms added for Group E, Group B educational, and Group I-4 to comply with IBC. Alteration level 1. IEBC 704.3.
- New section exempting requirements related to work area where level 2 alterations are limited to mech/elect/fire, windows, increasing accessibility. IEBC 801.3.
- Changed from all I occupancies to just I-1, I-3, and I-4. Section requires sprinklers where exits or corridors are shared by more than 1 tenant or where serving occupant load greater than 30. IEBC 803.2.2.
- New section requiring sprinklers in Group I-2 depending on size of work area. IEBC 803.2.3.

- Sprinkler requirement where occupant load is greater than 30 and exits/corridors are shared by more than 1 tenant. IEBC 803.2.5.
- Section adding requirement for minimum clear width of ramps and corridors to be 48" where corridors are used for movement of care recipients in beds. IEBC 804.3.
- Amendment adding limitation of 35 feet for dead end corridors in and 30 ft in I-2 occupancies. Group I-2 also added to Exceptions 2, 3, 4. IEBC 804.7.
- Section revised significantly. Previously if occupant load increased by >20%, plumbing fixtures for the story were required to be provided in quantities specified in the IPC based on the increased occupant load. 2021 code requires only Group I-2 facilities, ambulatory care facilities and outpatient clinics to meet installation and equipment requirements in NFPA 99 for any added portion of an existing medical gas system. IEBC 808.1.
- New section requiring enhanced classroom acoustics for all Group E classrooms with a volume of 20,000 cf or less. IEBC 903.4.
- New section requiring sprinklers for Level 3 work areas. IEBC 904.1.4.
- New section requiring sprinklers for windowless stories where new construction would require it. IEBC 904.1.6.
- Adds exception – new plumbing required only when occupant load increased by more than 20 percent. IEBC 1009.1.
- Adds section to describe support needed for excavation retention systems. IEBC 1502.2.
- Water supply for fire protection should be made available as soon as combustible building material arrives on site / exception gives fire code official authorization to reduce fire-flow requirements for various reasons. IEBC 1509.1.
- Requires fire flow of 500 gallons per minute and within 500 feet of combustible building materials. IEBC 1509.2.
- Sets minimum fire flow based on the building fire separation parameters for > 30 ft, 30-60 ft and < 30 ft. IEBC 1509.3.

2021 International Swimming Pool and Spa Code (ISPSC)

- 4-foot-tall fencing now required for pool excavation sites during construction. ISPSC 305.11.
- New requirements for pool access gate latching devices. ISPSC 305.4.
- Means of egress complying with the IBC required for public pool enclosures. ISPSC 305.8.
- Hot water tanks serving pools as well as pool heaters are now required to be listed and labelled. ISPSC 316.2.
- New section added providing requirements for pool equipment rooms. ISPSC 324.

2021 International Wildland Urban Interface Code (IWUIC)

- Special requirements for properties located within wildland-urban interface or intermix areas, as defined by WA DNR map. Contains provisions addressing fire spread, accessibility, defensible space, water supply and more for buildings constructed near wildland areas.
- Establishes regulations to safeguard life and property from the intrusion of wildland fire and to prevent structure fires from spreading to wildland fuels.

- Regulates defensible space and provides ignition-resistant construction requirements to protect against fire exposure and resist ignition by embers.
- Provides standards for emergency access, water supply and fire protection.
- Provides requirements for automatic fire suppression and safe storage practices.

2021 International Fire Code

- CO Detectors required in Group I-1, I-2, I-4, R- and E classrooms. IFC 915.2,1103.9
- Electrical Energy Storage System revised along with operational & construction permits. IFC 1207



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 7B	Meeting Date:	May 23, 2023
Subject	Adoption of a Resolution Approving a Small Works Contract with Stripe Rite, Inc. for the 2023 City of Port Orchard Road Striping Project	Prepared by:	Tony Lang Public Works Director
		Atty Routing No:	366922-0009
		Atty Review Date:	May 17, 2023

Summary: The City of Port Orchard updates road striping in the city on an annual basis. By this Resolution, the City Council would authorize the Mayor to execute a contract with Stripe Rite, Inc for the 2023 City of Port Orchard Road Striping Project (the “Project”). On April 14, 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 to perform the Project 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 that list of qualified contractors is attached to the Resolution as Exhibit A.

On April 14, 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. One (1) bid was received by the April 28, 2023, 2:00 pm deadline at which time staff determined Stripe Rite, Inc as the presumed responsive and the qualified low bidder. The final bid amounts were as follows:

Name of Contractor	Bid Total
Stripe Rite, Inc	\$67,593.48

On May 1, 2023, the City’s Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that Stripe Rite, Inc’s bid of \$67,593.48 (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 City of Port Orchard Road Striping Project in the amount of \$67,593.48.

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 City of Port Orchard Road Striping Project in the amount of \$67,593.48.

Fiscal Impact: Road Striping is budgeted in the 2023-2024 Biennial Budget (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 CITY OF PORT ORCHARD ROAD STRIPING PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS PROCUREMENT PROCEDURES.

WHEREAS, the City updates road striping throughout the City on an annual basis and identified the need for the 2023 City of Port Orchard Road Striping project (the “Project”); and

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

WHEREAS, on April 14, 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 April 14, 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 28, 2023, the City’s Public Works Department received one (1) bid by the 2:00 pm deadline, and staff reviewed the bid and confirmed that Stripe Rite, Inc. submitted the apparent lowest, qualified bid for the Project; and

WHEREAS, on May 1, 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 City of Port Orchard Road Striping 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 23rd day of May 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Public Agency Name: City of Port Orchard
Roster Type: Small Works Roster
Date: 04/14/2023
Time: 09:38 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
Benjamin Asphalt, Inc.
Black Hills Excavating Inc.
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

Langsholt Contracting Inc
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
Wolfskillconstruction, llc

CITY OF PORT ORCHARD SMALL WORKS OVER \$35K
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2023-008

THIS Agreement is made effective as of the **23rd day of May 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: Steven Bateman Phone: 253-863-2987 Email: justin@striperite.com

for the following Project:

2023 City of Port Orchard Road Striping ("PROJECT")

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

AGREEMENT:

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

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

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

2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be **August 14, 2023**. The Contractor shall substantially complete the Work not later than **September 13, 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 **\$67,593.48 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

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

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

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

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

the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

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

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

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

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

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

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

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

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

13. Miscellaneous Provisions.

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

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

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

CITY OF PORT ORCHARD

CONTRACTOR

Robert Putaansuu, Mayor



By: 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 they are _____ (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:

City of Port Orchard and Stripe Rite, Inc
Public Works Project No. PW2023-008
Small Works Contract No. _____

Rev. IBDR 4-2022

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 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 ^{4/13} ~~10-01~~ and Additional Insured-Completed Operations endorsement CG 20 37 ^{4/13} ~~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.

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

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


Contractor Signature, Date May 9, 2023

Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2023 CITY OF PORT ORCHARD ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2023-008**

Bond to City of Port Orchard, Washington

Bond No. 100024801

We, Stripe Rite, Inc. (Principal), and Merchants Bonding Company (Mutual) (Surety)

an Iowa 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 Sixty-Seven Thousand Five Hundred Ninety-Three and 48/100 Dollars (\$67,593.48), 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 May 23, 2023, between Principal and Owner for a project entitled **2023 City of Port Orchard Road Striping Project No. PW2023-008** ("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 23rd day of May, 2023.

Stripe Rite, Inc.

Principal



Signature of Authorized Official

By Steven Bukeman, President

Printed Name and Title

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

Merchants Bonding Company (Mutual)

Surety



Signature of Authorized Official

By Julie R. Truitt,

Attorney in Fact (Attach Power of Attorney)

Propel Insurance

1201 Pacific Avenue, Suite 1000

Tacoma, WA 98402

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

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Holli Albers; James B Binder; Jamie L Marques; Julie R Truitt; Justin Dean Price; Katharine J Snider; Lindsey Elaine Jorgensen; Lois F Weathers

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May, 2023.



William Warner Jr.
Secretary

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

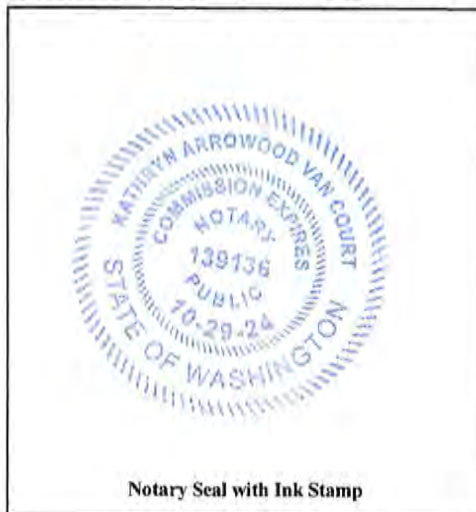
STATE OF Washington)
)ss.
COUNTY OF Pierce)

On this 9th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven Bateman, to me known to be the (check one of the following boxes):

- ☒ President of Stripe Rite Inc., the
corporation,
- ☐ _____ of _____, the
partnership,
- ☐ **individual,**

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

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



Dated: 5/09/23

Kathryn Arrowood Van Court
Print or type name

NOTARY PUBLIC, Kathryn Arrowood Van Court
in and for the State of Washington

Residing at: Sumner, WA

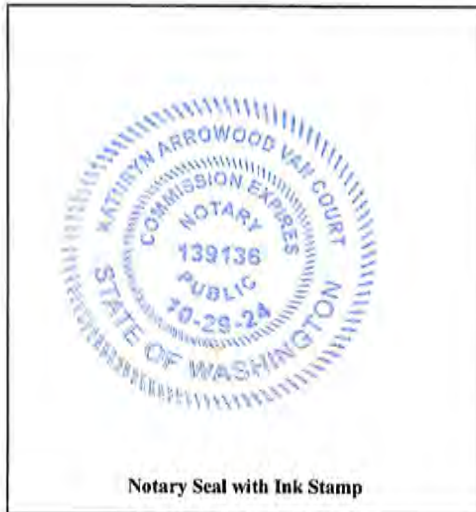
My Commission expires: 10/29/24

SURETY ACKNOWLEDGEMENT

STATE OF Washington)
)ss.
COUNTY OF Pierce)

On this 9th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven Bateman, to me known to be the President of Stripe Rite Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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



Dated: 5/09/23

Kathryn Arrowood Van Court
Print or type name

NOTARY PUBLIC, Kathryn Arrowood Van Court
in and for the State of Washington

Residing
at: Sumner, WA

My Commission expires: 10/29/24

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

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

PROJECT #, PERMIT #, 2023-008
CONTRACT # _____
SURETY BOND #: _____
DATE POSTED: _____
EXPIRATION DATE: _____

RE: Project Name: 2023 City of Port Orchard Road Striping
Owner/Developer/Contractor: _____
Project Address: _____

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

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

WHEREAS, the Principal is required to post a bond for the twelve (12) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twelve (12) months after written and final approval/acceptance of the same by the City;

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

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

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

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

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

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

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without

recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY

DEVELOPER/OWNER

(Signature must be notarized)

(Signature must be notarized)

By: _____

By: _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____

Date: _____

Its Public Works Director/

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ **Developer/Owner (Form P-1)**

_____ **Surety Company (Form P-2)**

**FORM P-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 (they) signed this instrument, on oath stated that (they) are authorized to execute the instrument and acknowledged it to be (their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

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

FORM P-2 / NOTARY BLOCK
(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

APPENDIX A

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

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

SCHEDULE OF CONTRACT PRICES

2023 CITY OF PORT ORCHARD ROAD STRIPING

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

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
Base Bid					
1	SPCC Plan	1	LS	\$ 1,800.00	\$ 1,800.00
§ One thousand, eight hundred (Total Price in Words)					
2	Temporary traffic Control	1	LS	\$ 5,400.00	\$ 5,400.00
§ Five thousand, four hundred (Total Price in Words)					
3	4" Skip Stripe- White	24847	LF	\$ 0.17	\$ 1,739.29
§ One thousand, seven hundred, thirty-nine & twenty -nine cents (Total Price in Words)					
4	4" Road Edge- White	184547	LF	\$ 0.11	\$ 20,300.17
§ Twenty thousand, three hundred, & seventeen cents (Total Price in Words)					
5	8" Road Edge- White	32038	LF	\$ 0.15	\$ 4,805.70
§ Four thousand, eight hundred, five & seventy cents (Total Price in Words)					
6	8" Turn Pocket- White	11240	LF	\$ 0.15	\$ 1,686.00
§ One thousand, six hundred, eight -six (Total Price in Words)					
7	4" Skip Stripe- Yellow	16884	LF	\$ 0.07	\$ 1,181.88
§ One thousand, one hundred, eighty-one & eighty- eight cents (Total Price in Words)					
8	4" Double Solid- Yellow	126082	LF	\$ 0.16	\$ 20,173.12
§ twenty thousand, one hundred, seventy-three & twelve cents (Total Price in Words)					
9	4" Skip/Single Solid- Yellow	39338	LF	\$ 0.14	\$ 5,507.32
§ Five thousand, five hundred, seven & thirty-two cents (Total Price in Words)					

10	Minor Change	5000	LS	1	\$ 5,000.00
<div> <div>\$ Five thousand</div> <div>(Total Price in Words)</div> </div>					

Total Bid

\$ 67,593.48

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 CITY OF PORT ORCHARD ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2023-008

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



_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
-----------------------	--------------------------	-----------------------	--------------------------

_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
-----------------------	--------------------------	-----------------------	--------------------------

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

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

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

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: 
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 WA.)
)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 Steiger 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 26 day of April, 20 23.

Kathryn Arrowood Van Court

Notary Public

Kathryn Arrowood Van Court

Printed Name

My Commission Expires: 10/29/23





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 7C
Subject: Adoption of a Resolution Approving a
Contract and Easements with Puget Sound
Energy for the Electric Vehicle Charging
Stations Project

Meeting Date: May 23, 2023
Prepared by: Tony Lang
Public Works Director
Atty Routing No.: 366922-0009
Atty Review Date: May 17, 2023

Summary: In an effort to lessen the City’s carbon footprint, as older vehicles in the City’s fleet age out of useful condition the City has chosen, whenever feasible, to purchase Electric Vehicles (EV) for the fleet. The growing EV fleet requires charging stations to ensure the vehicles are continuously charged and ready for service. The EV Charging Station Project (the “Project”) will be designed and constructed by Public Works Staff and located at the Public Works Shop facility. The Project triggers the need for the installation of a Puget Sound Energy (PSE) primary line extension, transformer, and commercial service onto City property to meet the power requirements of the new charging stations. PSE has provided the City with a Commercial Electric Facilities Contract for PSE’s required design and associated costs for the electrical improvements in the amount of \$63,045.02. The proposed expense is within 2023-2024 Biennial Budget authority. PSE has also requested a nonexclusive easement that contains both a Power Easement (Easement No. 1), and a Vault Easement (Easement No. 2). Staff have confirmed that both easements are necessary for continued maintenance and continuity of service for the Project.

The Project is a public work, subject to the bidding requirements set out at RCW 35.23.352. In order to access power for the Project, the City is required to utilize the services of PSE as the sole available power provider in the area. The City has included the costs associated with this portion of the Project in the total Project cost.

Recommendation: Staff recommends approving a Resolution authorizing the Mayor to execute a Power Easement, Vault Easement, and a Contract in the amount of \$63,045.02, with Puget Sound Energy, to install and maintain electrical infrastructure for the Electric Vehicle Charging Station Project

Relationship to Comprehensive Plan: Chapter 9- Capital Facilities

Motion for consideration: I move to approve a Resolution, authorizing the Mayor to execute an easement and contract, with Puget Sound Energy, to install and maintain electrical infrastructure for the Electric Vehicle Charging Station Project in the amount of \$63,045.02 and in a form that is acceptable to the City Attorney.

Fiscal Impact: The EV Charging Station Project is included in the 2023-2024 Biennial budget.
(GL Codes: 302.05.594.16.60, 411.05.594.34.30, 421.05.594.31.60 and 431.05.594.35.60)

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

Attachments: Resolution
Commercial Electric Facilities Contract
Easement Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COMMERCIAL ELECTRIC FACILITIES CONTRACT AND NONEXCLUSIVE PERPETUAL EASEMENT WITH PUGET SOUND ENERGY FOR THE ELECTRIC VEHICLE CHARGING STATIONS PROJECT.

WHEREAS, to lessen the City's carbon footprint, as older vehicles in the City's fleet age out of useful condition, the City has chosen, whenever feasible, to purchase Electric Vehicles (EV) for the fleet; and

WHEREAS, the growing EV fleet requires charging stations to ensure the vehicles are continuously charged and ready for service; and

WHEREAS, staff identified the need for the EV Charging Station project (the "Project"), to be designed and constructed by Public Works Staff and located at the Public Works Shop facility; and

WHEREAS, the Project requires the installation of a Puget Sound Energy (PSE) primary line extension, transformer, and commercial service onto City property to meet the power requirements of the new charging stations; and

WHEREAS, PSE has provided the City with a Commercial Electric Facilities Contract that includes an approved design and the associated costs for the required electrical improvements; and

WHEREAS, funding for this project was authorized during the 2023-2024 Biennial Budget process; and

WHEREAS, PSE has also requested a nonexclusive Power Easement (Easement No. 1), and a Vault Easement (Easement No. 2) from the City of Port Orchard, necessary for continued maintenance and continuity of service for the Project; and

WHEREAS, the grant of easements over and across City-owned property is necessary for the Project, and requires authorization by the City Council; and

WHEREAS, the City Council finds that the execution of a contract and the grant of the requested easements are in the best interests of the City and the residents of Port Orchard; 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 Puget Sound Energy for the installation of a primary line extension, transformer, and commercial service for the Electric Vehicle Charging Stations Project.

THAT: The City Council grants and authorizes the Mayor to execute the nonexclusive perpetual Power Easement (Easement No. 1), and a Vault Easement (Easement No. 2) with Puget Sound Energy, necessary for the Electric Vehicle Charging Stations Project. A copy of the easement is attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 23rd day of May 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



COMMERCIAL ELECTRIC FACILITIES CONTRACT

Date 05/03/2023

Contract is subject to revision after 90 days

CUSTOMER (OWNER) NAME CITY OF PORT ORCHARD		CO-OWNER NAME (IF APPLICABLE)	
SERVICE ADDRESS 1535 VIVIAN CT # EV CHRGRS	CITY PORT ORCHARD	STATE WA	ZIP 98367
BILLING ADDRESS 216 PROSPECT ST	CITY PORT ORCHARD	STATE WA	ZIP 98366
PHONE 360-876-7019	EMAIL psaltsgaver@portorchardwa.gov	PSE WORKORDER NO. 105102908	

Summary of Charges: Construction Costs: \$ 23,729.04 Transformation Charges: \$ 13,306.16 Less Applicable Margin Allowance: \$ 0 <u>Sub-Total (Potential Refundable Costs):</u> \$ 37,035.20 Permitting Fees*: \$ 0 Relocation/Removal of Existing Facilities: \$ 0 Other Non-Refundable Construction Charges: \$ 26,009.82 <u>Sub-Total (Non-Refundable Costs):</u> \$ 26,009.82 <u>Total Amount to be Billed Under This Contract:</u> \$ 63,045.02 Customer Initials _____	Brief Description of Work: OH-UG PRIMARY LINE EXTENTION, INSTALL UG TRANSFORMER AND COMMERCIAL SERVICE. Brief Description of Other Costs: FLAGGERS
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*If the above Permitting Fees are associated with service work only, those costs will be billed with the applicable service charges below after the service is energized.

SECONDARY SERVICE CHARGES (PERMANENT AND TEMPORARY) ARE NOT INCLUDED IN THE SUMMARY OF CHARGES

ABOVE Any applicable **Secondary Service Type** charges listed below will be billed after your service line installation, based on the actual work performed. Base Costs, in the table below, include Schedule 87 tax and are current costs effective 3/1/2023. These charges also do not include permitting fees, trenching and other excavation related work that is your responsibility. The Secondary Service Type charges from the list below that apply to your project will be **invoiced on a second bill**.

Secondary Service Type (480 Voltage or Below)	Cost w/Schedule 87 tax effect
Single wire run to handhole or transformer	\$637.12
Each additional run of wire(per circuits)	\$147.07
Each additional trip beyond 1 st trip due to customer requirements	\$436.79 per trip
Hourly rate for additional engineering	\$190.20
Underground Temporary Service Charge	\$203.00
Overhead Temporary Service Charge	\$295.00
Overhead Permanent Service Charge	\$982.74

Customer Initials: _____

By signing this contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed contract, PSE will bill you for the amount indicated on the "Total Amount to Be Billed Under This Contract" line. The bill will sent to the billing address listed on this contract. PSE requires payment of these line extension charges prior to scheduling construction. Payments can be made via pse.com (fees may apply), by mail, or at a PSE Pay Station. Delaying payment may result in a construction delay for your project. Customer requested changes in the scope of the project may result in additional charges, and/or delays to your project.

Signature: _____ Name: TONY LANG Title: _____ Date: _____

TERMS AND CONDITIONS

PROJECT INFORMATION

1. The PSE drawing shows the proposed scope of your project including the location of permanent, above ground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project is noted on the work sketch drawing. Please review this drawing as soon as possible to ensure there are no unforeseen conflicts between PSE's design and your project. If you determine there are conflicts or if you identify a discrepancy while reviewing the drawing for your project, please contact me at the number below. **This is attached as Exhibit A.**
2. Additional construction-related information and information on metering and service entrance requirements are provided in PSE's Electric Service handbook for commercial projects. If you would like a copy of the handbook please contact me at the number below. It is your responsibility to provide your project manager, site superintendent, and/or subcontractors with any relevant information from this correspondence that apply to their work in support of your project.
3. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee and returned to me along with a signed copy of this contract. **This is attached as Exhibit B.**
4. Transformers have been sized for diversified commercial loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this contract immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that apply to their work.
5. The requirements for trenching by customers on public right-of-ways and/or on Puget Sound Energy easements must be signed by the project owner or designee and returned along with a signed copy of this contract. **This is attached as Exhibit C.**

POTENTIAL REFUNDS

Margin Allowance:

If PSE has not provided a Margin Allowance or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85. Refund requests must be made within six (6) years of the date on which the facilities installed under this contract are energized. Customers are responsible for making the one-time refund request.

DIM Refund:

Other refunds associated with the line extension charge may be available if additional permanent service hook-ups are made to your line extension. These service hook-ups must be made within five (5) years of the date on which your project is initially energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which your line extension is initially energized. It is the customer's responsibility to make the refund request. Your refund request should be directed to PSE's Customer Accounting Coordinators at schedule85refundrequests@pse.com.

RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this contract and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this contract. The entirety of Rate Schedule 85 can be viewed at PSE's website www.pse.com.

This cost information is valid for 90 days from the date of this contract. Should we receive your contract after this period, the costs will be subject to changes.

The amount noted on this contract is an estimated cost; however PSE's Schedule 85 line extension tariff requires customers to pay the actual cost of construction. PSE will determine the actual cost of the job once construction is complete. If the actual cost of the job is more than 10% above or below the estimated cost, an additional billing or refund will result to account for the difference.



REQUIREMENTS FOR TRENCHING BY CUSTOMERS ON PUBLIC RIGHT-OF-WAYS AND/OR ON PUGET SOUND ENERGY, INC. EASEMENTS

The following outlines most local governmental guidelines and company standards for trenching on a public right-of-way or Puget Sound Energy, Inc. (PSE) easement. Any trenching performed by the customer, or their contractor, under a PSE permit or easement must comply with these requirements.

1. All trench construction must be performed by a Washington State licensed and bonded contractor.
2. Trench excavation, backfill, restoration, and facility placement must be coordinated with a PSE designated representative, and receive on-site approval by that representative, and local jurisdiction.
3. Right-of-way easement trenching and backfill must be performed during normal business hours, Monday through Friday. Same day excavation and backfill is required for all trenching. Job start notification to the local jurisdiction is the responsibility of Potelco, Inc. Customer shall notify Potelco Project Manager three working days prior to trenching. Penalties for failure to comply with this requirement will be borne by the customer.
4. If the job scope requires excavation beyond a single day, fencing and barricading must be installed around utility facilities exposed above the trench, if allowed, must be in accordance with local regulatory requirements.
5. PSE, all participating utilities, and One-Call Locate, must be notified a minimum of 72 hours in advance of the date and time for right-of-way trenching and facility placement. The One-Call Locate number is 1-800-424-5555. State law requires locating service notification.
6. Excavated material must remain clear of the roadway whenever possible. Excavation material, spoils, and debris shall be removed off-site each day, in accordance with local regulatory requirements. All erosion control requirements in accordance with local regulatory requirements are the responsibility of the customer.
7. Material excavated from the shoulder of the right-of-way shall be properly disposed, and replaced with select backfill material in accordance with local regulatory requirements.
8. Proper compaction is required to comply with local regulatory specifications. If the permit requires compaction testing, the cost of said testing is the responsibility of the customer.
9. All permit requirements, traffic control plans, traffic control and flagging shall meet local regulatory specifications and satisfaction.
10. In the event of failure to abide by the above requirements, PSE reserves the right, at its sole discretion, to assume trenching. In the event of delays due to equipment failure, PSE may assume trenching to meet regulatory and joint construction requirements. The customer is responsible for all trenching costs, and will reimburse the company for costs should PSE perform the trenching.

Customer Initials: _____

11. The customer agrees to indemnify, defend and hold harmless PSE from all liability (including reasonable attorneys' fees) arising out of, or in connection with, the above mentioned trenching activities.

Customer Initials: _____

I AGREE TO ADHERE TO THE ABOVE CONDITIONS

Service Address: 1535 VIVIAN CT # EV CHRGERS PORT ORCHARD 98367 Work Order Number: 105102908

Signature: _____ Name: TONY LANG Title: _____ Date: _____



PSE ELECTRICAL FACILITIES EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

PURPOSE

This document is an agreement between Puget Sound Energy (PSE) and the **Owner/Developer** (Developer) who is providing excavation for the installation of PSE's facilities. This document **does not** provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

EXCAVATION REQUIREMENTS

The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

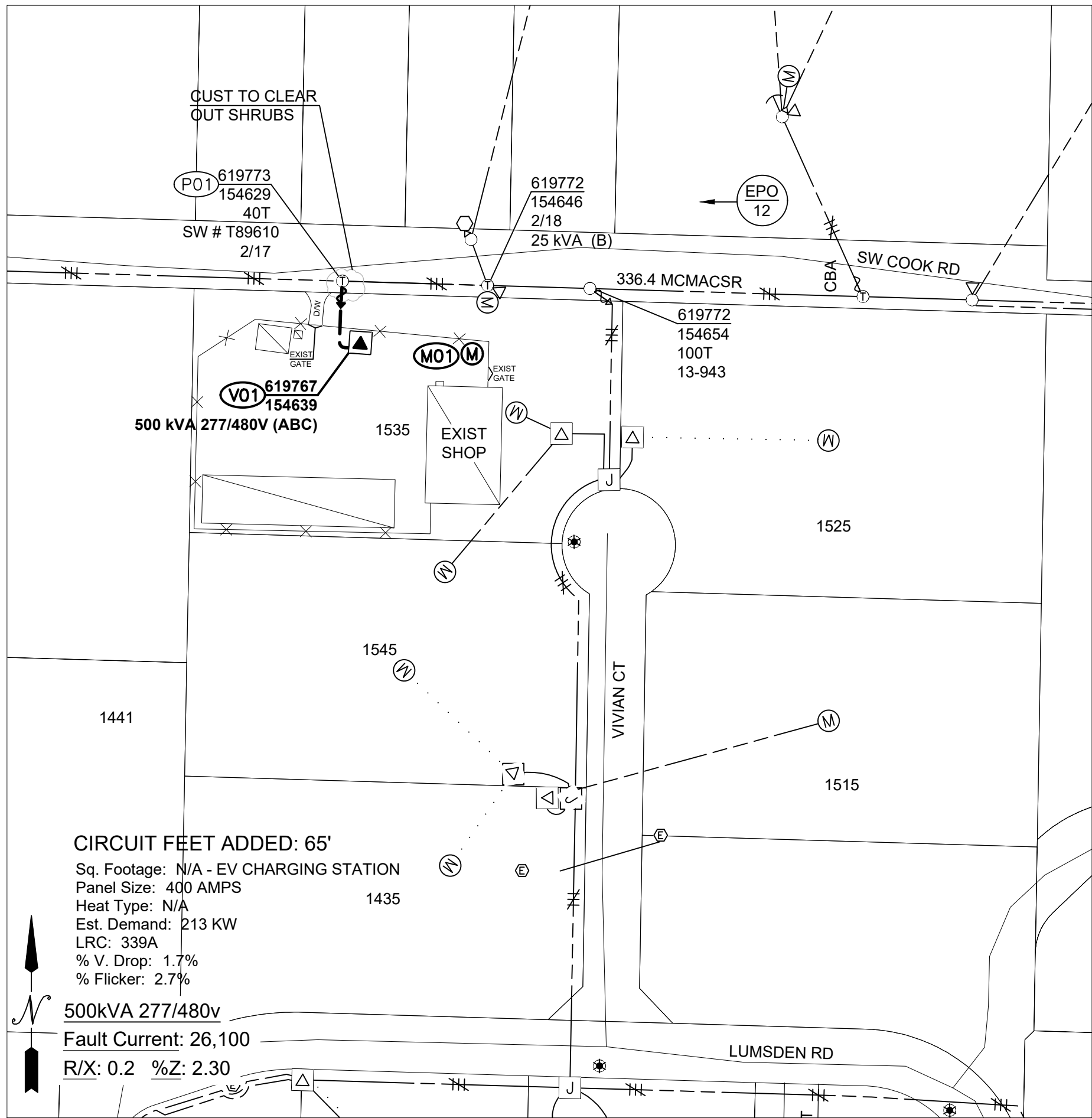
1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.
4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shading for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.
7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.
8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION

By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Service Address: 1535 VIVIAN CT # EV CHRGERS PORT ORCHARD 98367 Work Order Number: 105102908

Signature: _____ Name: TONY LANG Title: _____ Date: _____



SITE SPECIFIC NOTES

P01 GRID #619773-154629:
-PSE OWNED 65' TRANSMISSION POLE TO REMAIN
-INST 1/0 AL 3PH PRI TERM ON FG ARM
-INST L/B C/O & SURGE ARRESTER FUSE @40T
-INST SW #T89610
-INST (3) STIRRUPS & HOT CLAMPS
-INST 4" PRI RISER ON S/O BRACKETS, (ACTUAL= _____)
-INST CABLE #'S A0-AFK878, B0-AFK879, C0-AFK880

6043.1000, TSU3L1F

6042.1000, RIS4CSS

V01 GRID #619767-154639:
-INST 7' X 7' X 4' W/ 60" X 24" ACCESS W/ 8' SQ COVER
-SET 500KVA, 277/480V PM XFMR
-INST (3) 1/0 CS PRI TERMS
-INST CABLE #'S A0-AFK878, B0-AFK879, C0-AFK880
-INST GRID #619767-154639
-CONNECT & TAG CUST INSTALLED UG SVC CONDUCTORS
(2 RUNS OF 4/0 UG WIRE)

6045.5000, PM3P15M
MID:6259250
6041.1000, ELB10J

SPAN SPECIFIC NOTES

P01-V01:
-INST 1-4" DB120 CONDUIT ±65', (ACTUAL= _____)
IN CUSTOMER PROVIDED TRENCH
-INST (3) 1/0 AL SOL JACKETED PRI CABLE, ±100', (ACTUAL= _____)

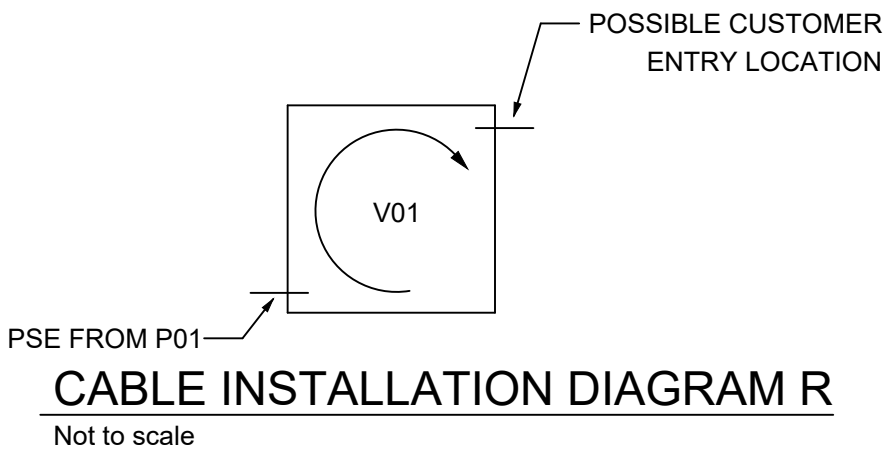
2-36(60') DED FAC
2-55(60') DED FAC

****NOTE: CITY OF PORT ORCHARD WILL BE RESPONSIBLE 100% ALL EXCAVATION & RESTORATION. CUST IS 100% RESPONSIBLE TO CLEAR-OUT SHRUBS AT P01. PRE-CON WILL BE REQUIRED BEFORE ANY EXCAVATION ON-SITE.****

FOREMAN MUST FILL IN					
CABLE #:	AFK878	CABLE #:	AFK879	CABLE #:	AFK880
MANUFACTURER:		MANUFACTURER:		MANUFACTURER:	
YEAR MANUFACT:		YEAR MANUFACT:		YEAR MANUFACT:	
COMPOUND:		COMPOUND:		COMPOUND:	

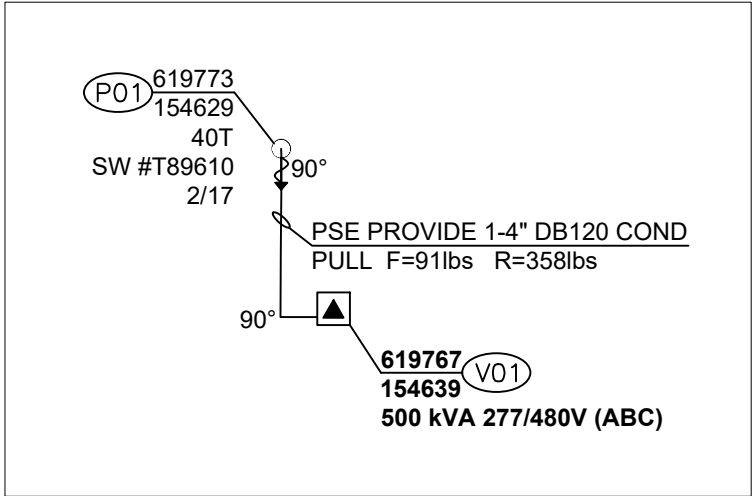
Primary Cable & Conduit Table (Foreman to Complete)

LOCATION		PSE PROVIDE CONDUIT											PRIMARY CABLE									QTY OF LUBE (gal.)		AS BUILT INFORMATION			
From	To	Size (in)	Qty	Design Length (ft)	Actual Length (ft)	TYPE			BENDS				PULL (lbs)	PULL Rev (lbs)	Cable Size	Design Length (ft)	Actual Length (ft)	CABLE NUMBERS			MANUFACTURING INFORMATION						
						DB120	HDPE	SCH 80	90°	45°	22°	11°						A	B	C	Manufacturer	Compound	Year	Design	As Built	Actual Amount Installed (Conduit & Cable)	
						P01	V01	4"	1	65'		X									2				91		358



CABLE INSTALLATION DIAGRAM R

Not to scale



CONDUIT DIAGRAM

SCALE: NONE

TRANSFORMER INSTALLATION (PM)

Installed at site: **V01**
Grid Number: **619767-154639**
kVA Rating: **500kVA 277/480v**
Material ID#: **6259250**
Foreman to redline the following information
Company ID#: _____
Primary phase connected to: _____
Tested Secondary Voltage: _____ / _____

POWER GENERAL NOTES - COMMERCIAL PROJECT

- All materials to be installed in accordance with Puget Sound Energy's (PSE) standards. Any deviation from this work sketch must be AUTHORIZED by PSE's Project Manager and NOTED on the Foreman's Copy.
- All switching arrangements and/or outage arrangements are to be made with the Project Manager at least three (3) working days in advance.

CUSTOMER NOTES

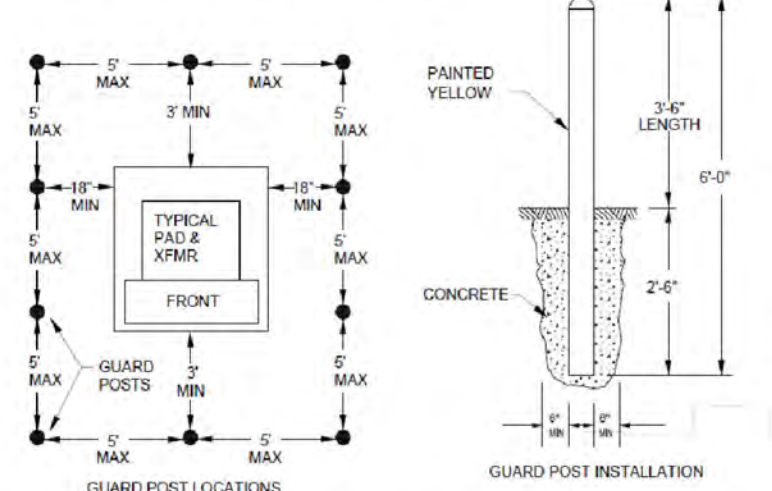
Customer is responsible for all trenching, select backfill, compaction & restoration per Puget Sound Energy Standards & Local Municipality (See PSE Electric Service Handbook for more details).

- Contact the Utilities Underground Location Center (1-800-424-5555) at least 48 hours prior to commencing work to get the underground facilities located.
- STAKING: The customer will provide all staking (transformer, handhole, trench, grade, lot, pole, sidewalk, etc.). See sketch and details for locations. Equipment locations must be approved by the Project Manager.
- SITE PREPARATION: The work area will be at or near finished grade, clear of trench spoils or construction materials which would restrict construction and/or equipment access, before work can begin.
- Roads shall be paved or have a compacted, crushed rock base in place.
- CLEARANCES: Transformers require a minimum of 6 feet from fire fighting equipment, 10 feet from combustible walls, overhangs, doors, and windows, and a minimum of 5 feet from the back of curb (or guard posts will be required per PSE standards). All conduits and vaults are to be at least 5 feet away from water, storm and sewer lines when paralleling them in the right of way, and at least 1 foot when crossing them.
- All work is to be done in accordance with local municipal and county permit requirements as applicable.
- Inclement weather conditions may cause delays in construction times and dates.
- EXCAVATION: The customer is to provide all trenching, backfill, vault excavations, compaction and restoration per this sketch and per PSE standards. A minimum protective cover of 36" is required over PSE's primary voltage equipment and 24" is required of PSE's secondary voltage equipment. The customer will provide any and all shoring or they will side slope the trench to 1:1.
- EROSION & SEDIMENT CONTROL: Erosion & sediment control shall be per PSE standard practice 0150.3200 techniques for temporary erosion & sediment control & any additional local jurisdiction requirements. (Local jurisdiction may have additional requirements including notes detailing where erosion or sediment control structures are to be installed, cross section details of the typical erosion structures, & special requirements for work in sensitive areas.)
- Customer is required to have meter inspected and approved by L&I/City prior to construction.

CIRCUIT LOADING TABLE

CIRCUIT: EPO-12				
AS OF	4/17/2023	A PHASE	B PHASE	C PHASE
EXIST. PEAK LOAD		123	172	152
EST. NEW LOAD		12	12	12
TOTAL		135	183	163

CITY OF PORT ORCHARD IS RESPONSIBILITY TO PROVIDE GUARD POST

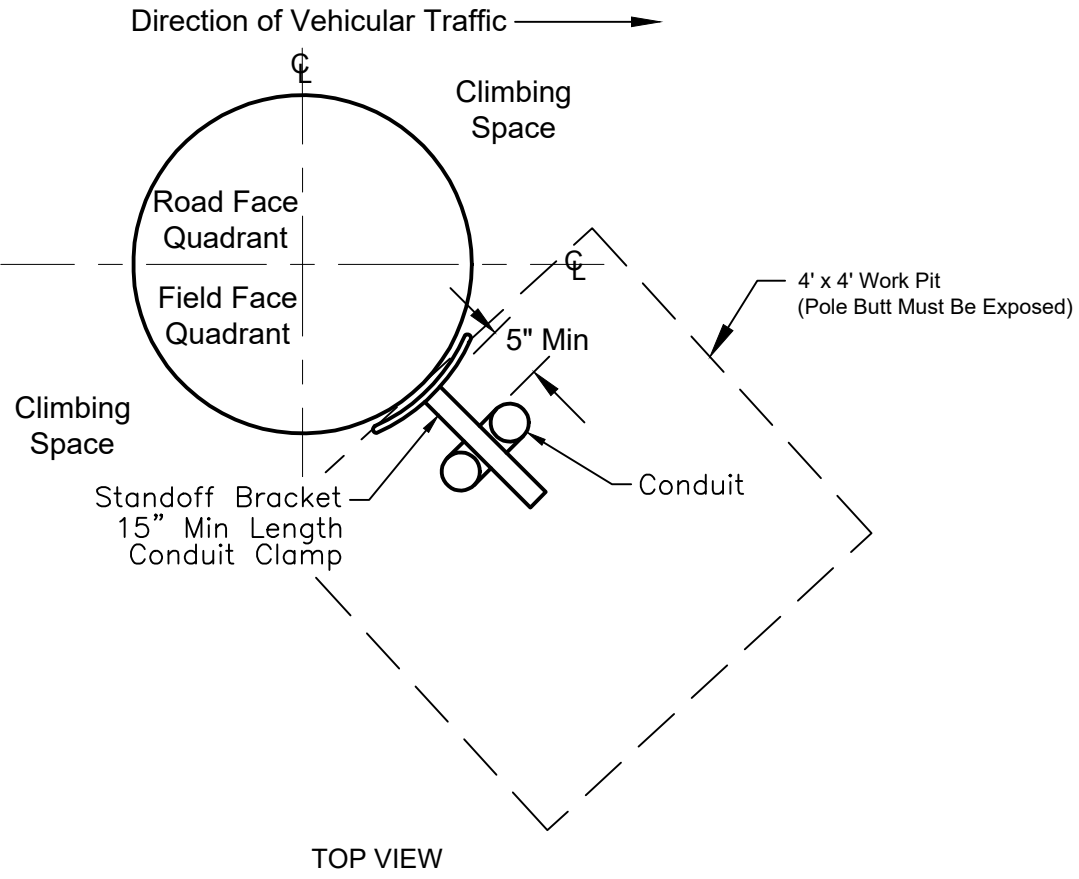


The following styles of guard posts are approved for Puget Sound Energy transformers:

- 6 ft x 4 in. diameter Schedule 40 or better galvanized steel pipe filled with concrete. The concrete shall have a minimum compressive strength of 3000 psi after 28 days. The exposed portion of the post shall be painted traffic yellow.
- 6 ft x 4 in. diameter precast steel-reinforced concrete post. Available from Utility Vault Company, Auburn, WA, or Hanson Inc., Tacoma, WA. The exposed portion of the post shall be painted traffic yellow.

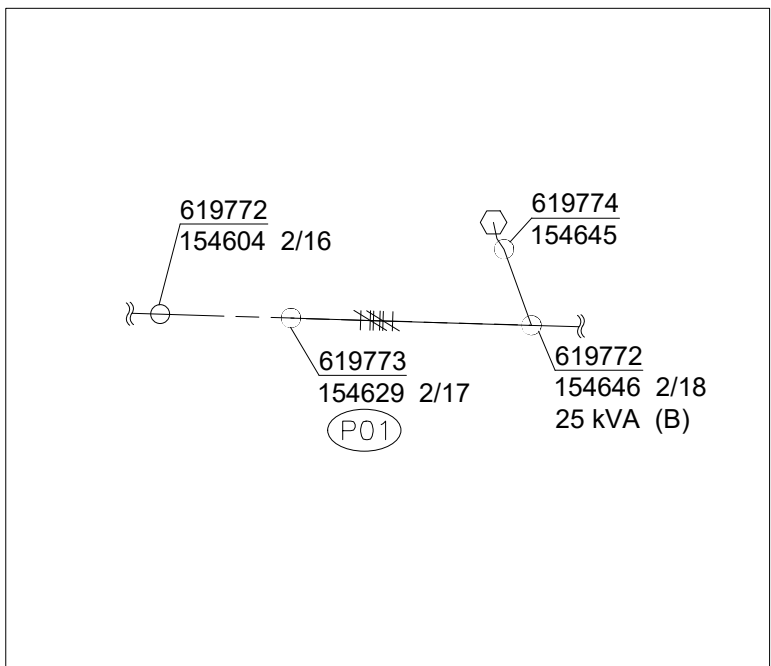
GUARD POST INSTALLATION REQ FOR V01

Not to scale 0700.1600-03



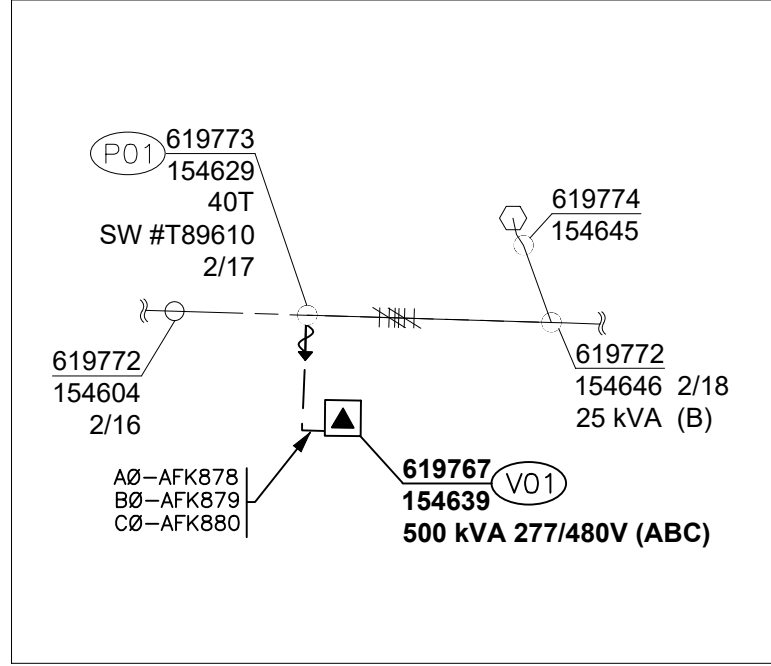
CONDUIT RISER PLACEMENT DETAIL (P01)

SCALE: NONE



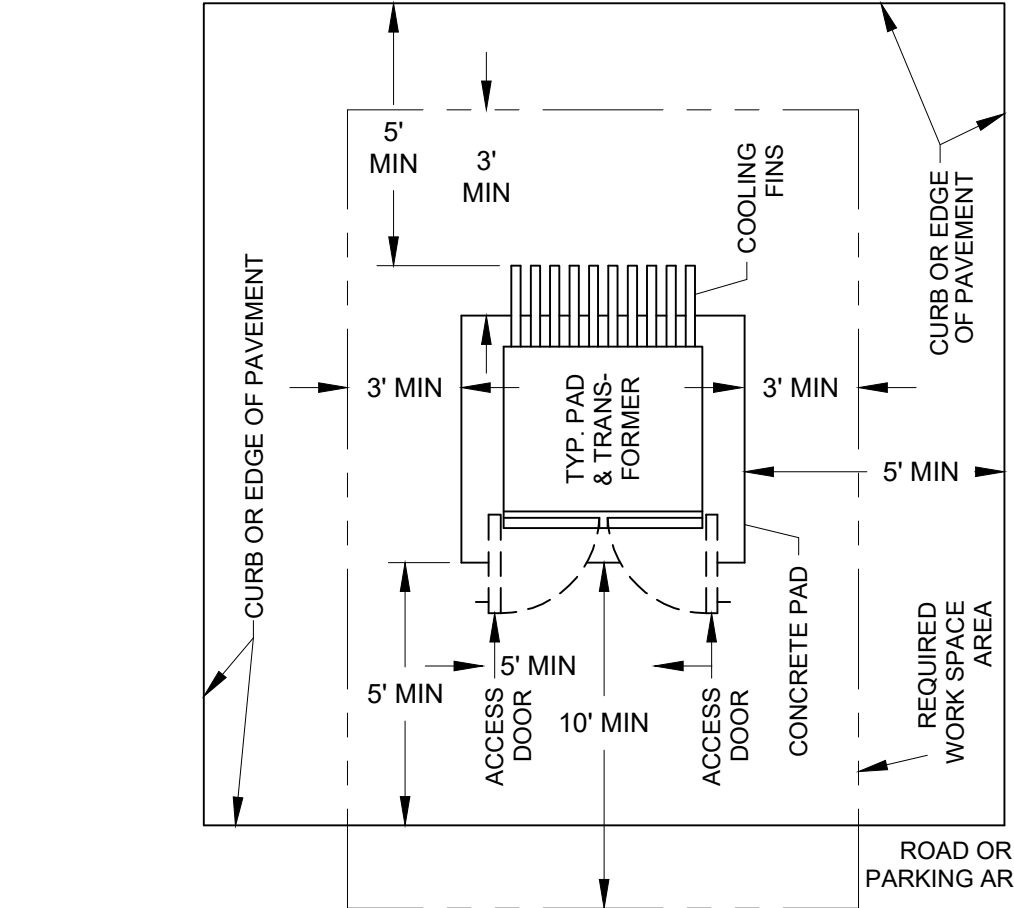
PRIMARY ONE-LINE & UG MAP: BEFORE

SCALE: NONE



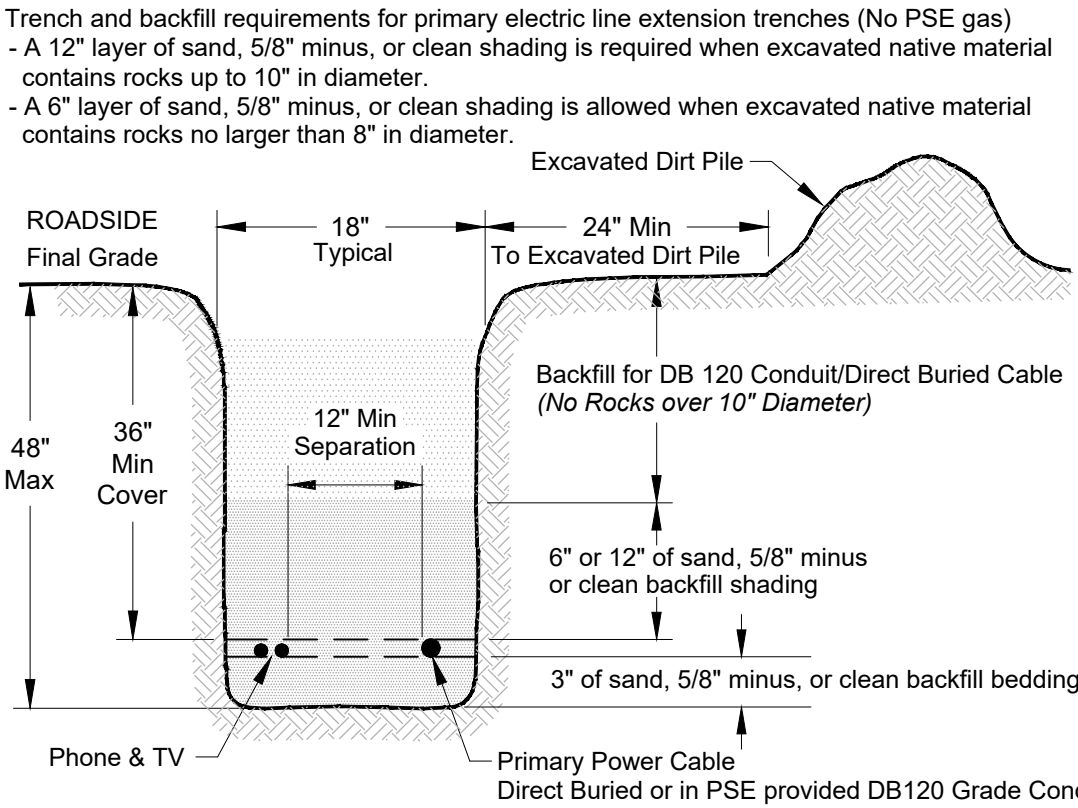
PRIMARY ONE-LINE & UG MAP: AFTER

SCALE: NONE



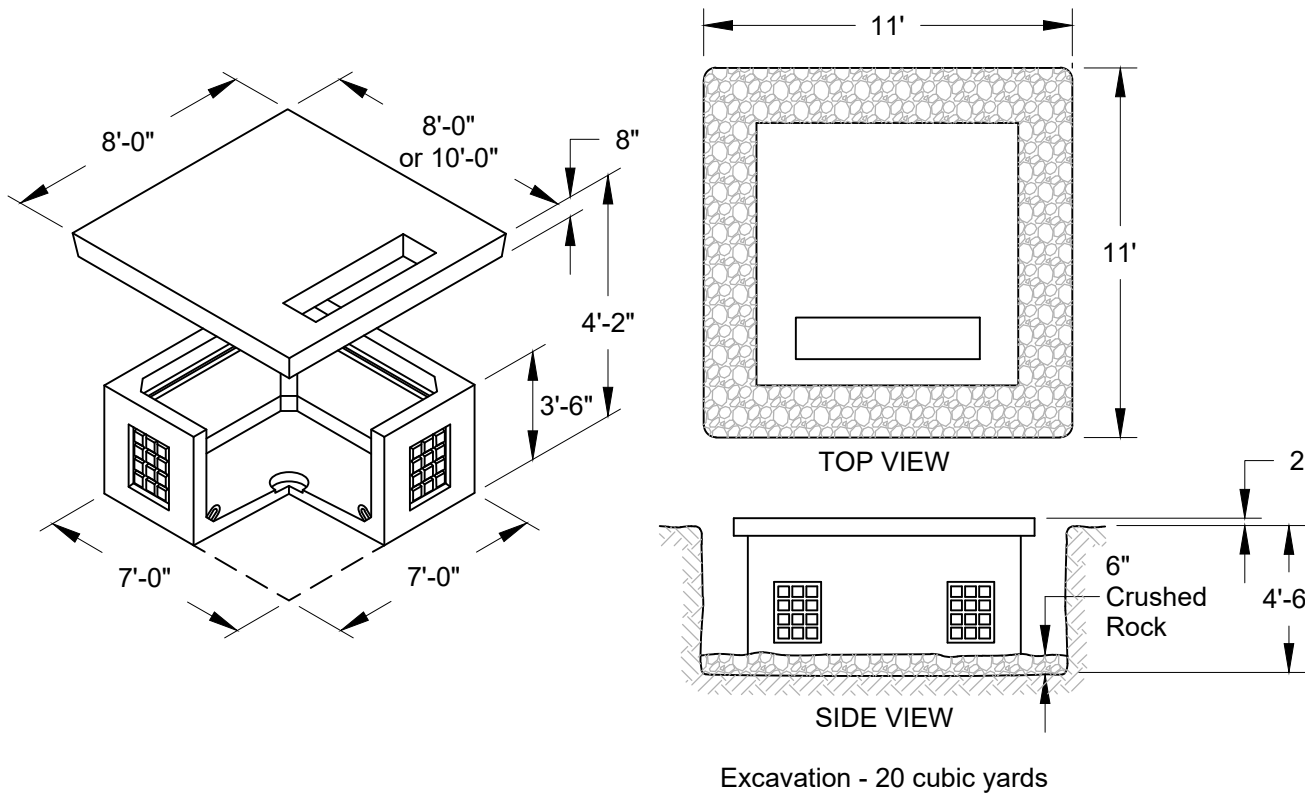
MINIMUM CLEARANCES FOR PSE EQUIPMENT (V01)

SCALE: NONE



CUSTOMER-SUPPLIED TRENCH FOR PRIMARY CABLE(P01 TO V01)

SCALE: NONE

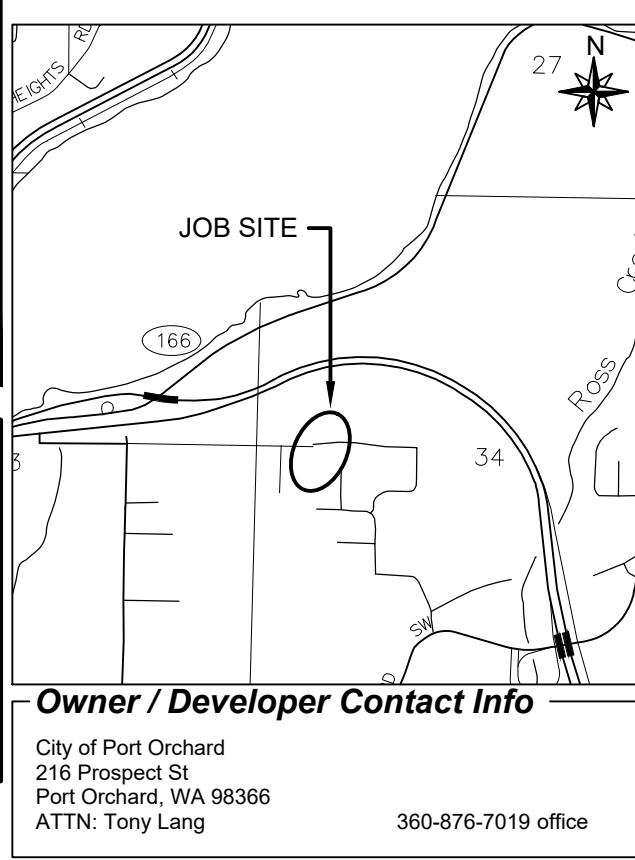


VAULT & EXCAVATION DETAIL (V01)

Not to scale

6045.5000

Vicinity Map



FOREMAN (CHECK BOX WHEN COMPLETED)			
<input type="checkbox"/>	PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.		
<input type="checkbox"/>	Grid, Cable, and Switch numbers INSTALLED & VERIFIED.		
<input type="checkbox"/>	Field Changes RED-LINED on As-built.		
<input type="checkbox"/>	Material VERIFIED and CHANGES noted on Paperwork.		
<input type="checkbox"/>	Total PRIMARY Cable noted on As-built.		
<input type="checkbox"/>	Company DFRs RECORDED in correct location on As-built.		
<input type="checkbox"/>	Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.		
<input type="checkbox"/>	Deviations noted on the As-built and their reason.		
<input type="checkbox"/>	I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.		
Foreman's Signature _____ Date _____			
Print Name _____			
PROJECT PHASE			
PWR	Superior	NOTIF#	ORDER#
	Perm. Service	513819438	105102908
	Metering	513963511	104352382
	Removal	N/A	3002208608
	Temporary	N/A	N/A
	Job Order	N/A	N/A
GAS	Distribution	N/A	N/A
	Service Stubs	N/A	N/A
	HP Svc/MISA	N/A	N/A
CABLE TV			
PHONE			
Project Manager Contact Information:			
Manager: Victor Ibarra			
Cell Phone: 425-429-4574			
E-Mail: victor.ibarra@pse.com			

PSE Locates Required	NO		
Customer Locates Required	YES		
Outages Required	NO		
Flagging Required	YES		
REAL ESTATE/EASEMENT			
ROW REVIEW / EASEMENT	N/A		
FUNCTION	CONTACT	PHONE NO	DATE
PROJECT MGR	Victor Ibarra	425-429-4574	4/17/23
ENGR - POWER	Helene Sparks	360-475-7001	4/17/23
ENGR - GAS	N/A	N/A	N/A
DRAWN BY	Helene Sparks	360-475-7001	4/17/23
CHECKED BY			
APPROVED BY		425-495-0703	5/2/2023
FOREMAN #1			
FOREMAN #2			
MAPPING			
JOINT FACILITIES ARRANGEMENTS			
UTILITIES	N/A	N/A	N/A
CONTACT	N/A	N/A	N/A
PHONE#	N/A	N/A	N/A
CITY OF PORT ORCHARD EV STATION			
COMMERCIAL INST 3Ø OH-UG PRI L/E			
1535 VIVIAN CT # EV CHRGERS PORT ORCHARD, WA 98367			
INCIDENT	N/A	MAOP	N/A
Gas Order	N/A	Elect Order	105102908
SCALE	N/A	PAGE	
AS NOTED		1/1	



PUGET SOUND ENERGY
PSE

CITY OF PORT ORCHARD EV STATION
COMMERCIAL INST 3Ø OH-UG PRI L/E
1535 VIVIAN CT # EV CHRGERS PORT ORCHARD, WA 98367

INCIDENT N/A
MAOP N/A
Gas Order N/A
Elect Order 105102908
SCALE N/A
PAGE 1/1

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



EASEMENT

REFERENCE #:
GRANTOR (Owner): **CITY OF PORT ORCHARD**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 15, PORT ORCHARD INDUSTRIAL PARK, DIV. 1 / PTN NW ¼ SW ¼ 34-24N-01E**
ASSESSOR'S PROPERTY TAX PARCEL: **5392-000-015-0008**

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

**LOT 15, PORT ORCHARD INDUSTRIAL PARK DIVISION 1, RECORDED JULY 27, 1998
UNDER AUDITOR'S FILE NO. 3106119, RECORDS OF KITSAP COUNTY,
WASHINGTON.**

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

EASEMENT No. 1: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, EXCEPT WHERE BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES PRECLUDE. IN SUCH CASE, THE FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES WILL BECOME THE BOUNDARY OF THIS EASEMENT.

EASEMENT No. 2: AN EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO EASEMENT AREA No. 1. THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 2 FEET IN WIDTH (FOR A TOTAL WIDTH OF 12 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 2 FEET FROM EACH END OF THE AS-BUILT VAULT(S).

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

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

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

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

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

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

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

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

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

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

9. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

10. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

11. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this _____ day of _____, 2023.

OWNER: **CITY OF PORT ORCHARD**, a Washington municipal corporation

BY: _____

TITLE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 2023, 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 person who signed as _____, of the **CITY OF PORT ORCHARD**, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of the **CITY OF PORT ORCHARD** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins



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 7D
Subject: Adoption of a Resolution Granting
Final Plat Approval for McCormick
Woods North Phase III, Division 3

Meeting Date: May 23, 2023
Prepared by: Nick Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On February 6, 2023, McCormick Development Corporation, LLC, a successor owner to GEM 1, LLC, submitted an application for final plat approval for the McCormick Woods North Phase III, Division 3 project (a portion of McCormick North Phase III). The City of Port Orchard Hearing Examiner granted preliminary plat approval with conditions on October 20, 2010. Subsequently, the Hearing Examiner approved a request for preliminary plat modification on December 20, 2021. A Determination of Non-Significance for the project was issued on October 15, 2021.

The final plat creates 105 single-family residential lots and 16 tracts, consisting of common open space, recreational space and shared access which is consistent with the conditions established by the December 21, 2021 Preliminary Plat Modification Decision. The applicant has installed roadway illumination, roads, sidewalks, water and sewer, and storm drainage improvements, and the City has received acceptable bonds guaranteeing completion of landscaping improvements not yet completed. Streets within this final plat are for public use and will be accepted into the City’s road system.

Recommendation: Staff recommends that the City Council Adopt a resolution, granting approval of the final plat of Plat of McCormick Woods North Phase III, Division 3.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution, as presented, granting final plat approval for McCormick Woods North Phase III, Division 3.

Fiscal Impact: Income from building permit fees, ongoing maintenance of public infrastructure.

Alternatives: Do not approve the final plat.

Attachments: Resolution, Plat map, Department of Community Development Approval Letter, Public Works Approval Letter, Landscaping Performance Bond, and Bill of Sale

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR A 105-LOT AND 16-TRACT PLAT KNOWN AS MCCORMICK WOODS NORTH PHASE III, DIVISION 3.

WHEREAS, property owner McCormick Development Corporation, LLC (hereinafter “Applicant”), has submitted an application for final plat approval of the project known as McCormick Woods North Phase III, Division 2 on undeveloped property located in the City of Port Orchard (hereinafter “the Property”); and

WHEREAS, in 2010, the Applicant submitted an application for preliminary plat approval for the McCormick North Phase III to subdivide 129 acres into 159 single-family lots and related tracts, including the McCormick Village phase; and

WHEREAS, on October 10, 2010, after a duly-noticed public hearing to review the proposed development, the City of Port Orchard Hearing Examiner approved the Preliminary Plat for the McCormick North Phase III; and

WHEREAS, the Property is subject to a Development Agreement vesting the property to certain development standards, recorded on December 21, 2010; and

WHEREAS, the Property is subject to a Development Agreement for traffic, recorded on October 21, 2005 as modified and recorded on February 19, 2021; and

WHEREAS, on December 20, 2021, the City of Port Orchard Hearing Examiner approved a Major Plat Amendment to the McCormick North Phase III preliminary plat; and

WHEREAS, on February 6, 2023 the Applicant submitted an application seeking final plat approval for a portion of the McCormick North Phase III preliminary plat known as McCormick Woods North Phase III, Division 3, for the subdivision of 105 single-family residential lots, 16 tracts, and public right-of-way; and

WHEREAS, City staff has reviewed the proposed final plat for compliance with the Port Orchard Municipal Code, and recommends approval subject to adequate bonding/securities in place to ensure the completion of remaining work in the event the Applicant should fail to comply with the terms of the preliminary plat approval; and

WHEREAS, the Director of Public Works has determined that the proposed means of sewage disposal and water supply are adequate as constructed or bonded, and recommends approval of the final plat; and

WHEREAS, the City Engineer recommends approval of the final plat; and

WHEREAS, the City Community Development Director recommends approval of the final plat; and

WHEREAS, the Applicant has secured bonds guaranteeing completion of certain improvements required by the Preliminary Plat Approval; and

WHEREAS, the City Council finds that the McCormick Woods North Phase III, Division 3 Final Plat conforms to all terms and conditions of the preliminary plat approval, as approved by the Hearing Examiner, and that said subdivision meets the requirements of Chapter 58.17 RCW and other applicable state laws and local ordinances; and

WHEREAS, the City Council finds that the McCormick Woods North Phase III, Division 3 Final Plat conforms to the applicable zoning requirements and Port Orchard's Comprehensive Plan; 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 Port Orchard City Council approves the final plat for McCormick Woods North Phase III, Division 3, as illustrated and as legally described in Exhibit A, attached hereto; and

THAT: The McCormick Woods North Phase III, Division 3 subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval for a period of five years after final plat approval, unless the City Council finds that a change in conditions has created a serious threat to the public health or safety in the subdivision.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 23rd day of May 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

McCORMICK WOODS NORTH PHASE III, DIVISION 3

SHEET 1 OF 9

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SEC. 04 AND
A PORTION OF THE NE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SEC. 05, TWP. 23N., RNG. 1E. W.M.
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

DEDICATION:

APPROVAL

CITY ENGINEER

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY/SHORT PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

BY ME THIS DAY OF , 2023.

CITY ENGINEER.

CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD THIS

DAY OF , 2023.

ATTEST:

CITY CLERK

MAYOR

CITY FINANCE DIRECTOR

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

EXECUTED THIS DAY OF , 2023.

FINANCE DIRECTOR

AUDITOR'S CERTIFICATE

FILED AT THE REQUEST OF STEPHEN H WOODS, PLS, THIS DAY OF

2023, AND RECORDED IN VOLUME OF PLATS, PAGE(S) RECORDS OF KITSAP COUNTY, WASHINGTON.

KITSAP COUNTY AUDITOR
FEE:

COUNTY TREASURER

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAS BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR

EXECUTED THIS DAY OF , 2023.

COUNTY TREASURER

COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE TOWN/CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

THIS DAY OF , 2023.

COMMUNITY DEVELOPMENT DIRECTOR

DATE

LAND SURVEYOR'S CERTIFICATE:

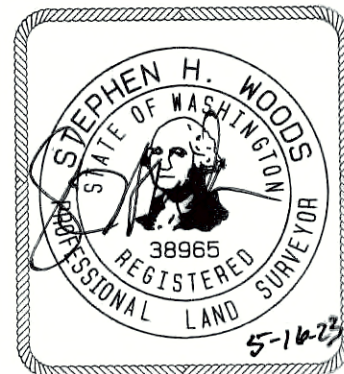
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCCORMICK COMMUNITIES LLC, A WASHINGTON CORPORATION, IN SEPTEMBER, 2023. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WOODS NORTH PHASE III, DIVISION 3 PLAT, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; ALL MONUMENTS AND LOT CORNERS ARE SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO RELEASE OF THE BOND. THAT THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

STEPHEN H. WOODS, P.L.S. 38965

5-16-23

DATE

Job No. 21-111



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SHEET 1 OF 9

VOLUME/PAGE



VICINITY MAP
1"=1000'

PLAT NOTE:

ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.50 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND 5.0 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL FRONT AND REAR LOT LINES FOR THE PURPOSE OF INSTALLATION, REPAIR AND MAINTENANCE OF WALLS, STORM DRAINS AND OTHER UNDERGROUND PRIVATE UTILITIES. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF THESE EASEMENTS AND THE WALLS AND UTILITIES WITHIN THEM SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOT(S) AND/OR TRACT(S) DERIVING BENEFIT FROM SAID EASEMENT. UPON COMPLETION OF ANY WORK DONE WITHIN THESE EASEMENTS THEY SHALL BE FULLY AND IMMEDIATELY RESTORED BY THOSE RESPONSIBLE FOR THE WORK TO THEIR ORIGINAL OR BETTER CONDITION. THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREIN AND ARE HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION, THEIR CONTRACTOR(S) AND/OR ASSIGNS.

UTILITY EASEMENT:

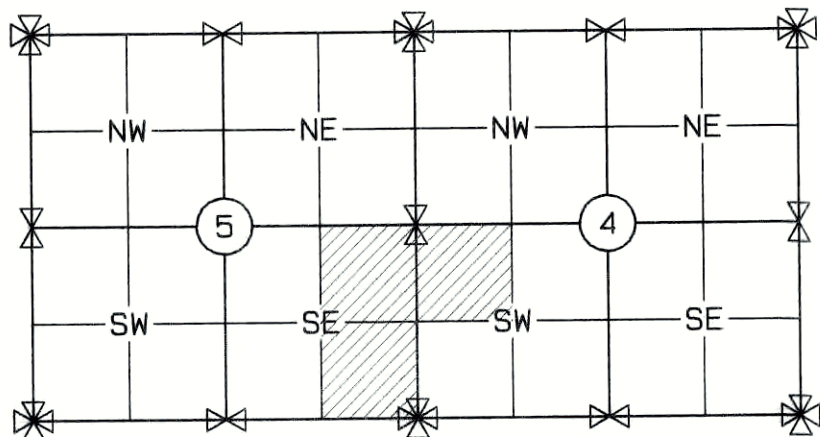
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO CASCADE NATURAL GAS, ANY WATER COMPANY, US POSTAL SERVICE, QWEST COMMUNICATIONS COMPANY, PUGET SOUND ENERGY, INC., ANY CABLE TELEPHONE COMPANY, ANY CITY, KITSAP COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE ROOF DRAINS) AND OTHER UTILITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.

SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.
- 3) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED MAY 22, 2017, THE DATE OF THIS FIELD SURVEY.
- 4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE NUMBER 5003353-0003582E, DATED JANUARY 20, 2023. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 5) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.
- 6) SHOULD A PRIVATE ROAD SERVE MORE THAN TWO DWELLINGS PER THE CITY OF PORT ORCHARD FIRE CODE, THE NEW DWELLING UNITS WILL BE REQUIRED TO BE PROVIDED WITH A FIRE SPRINKLER SYSTEM IN ALL HOUSES BUILT.
- 7) ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.

TRACT NOTES:

- 1) TRACTS COS-A, COS-B, COS-C, COS-D, COS-E, COS-F, COS-G, COS-H AND COS-I ARE COMMON OPEN SPACE AND LANDSCAPE TRACTS, TO BE OWNED/MAINTAINED BY THE MCCORMICK WOODS HOME OWNERS ASSOCIATION (HOA).
- 2) TRACT RD-A IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED/MAINTAINED BY THE MCCORMICK WOODS HOME OWNERS ASSOCIATION (HOA), FOR THE BENEFIT OF LOTS 1, 2, 3 AND 37.
- 3) TRACT RD-B IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED/MAINTAINED BY THE MCCORMICK WOODS HOME OWNERS ASSOCIATION (HOA), FOR THE BENEFIT OF LOTS 152, 153, 154, 155, 156, 157, 158, 159, 160 AND 161.
- 4) TRACTS FD-7 AND FD-8 ARE FUTURE DEVELOPMENT TRACT, TO BE RETAINED BY THE PROPERTY OWNER.
- 5) TRACT S-1 IS LIFT STATION TRACT, TO BE DEDICATED TO THE CITY OF PORT ORCHARD.
- 6) TRACT SD-1 IS DETENTION POND TRACT, TO BE OWNED/MAINTAINED BY THE MCCORMICK WOODS HOME OWNERS ASSOCIATION (HOA).
- 7) TRACT P-1 IS DESIGNATED AS A PARK TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK DEVELOPMENT CORPORATION.



ACKNOWLEDGEMENTS:

STATE OF WASHINGTON)
COUNTY OF KING) SS

ON THIS 16th DAY OF May, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED James N. Tosti, TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE SIGNATORY OF MCCORMICK DEVELOPMENT CORP., A WASHINGTON CORPORATION, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED 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 WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE

OF WASHINGTON, RESIDING IN Pierce

MY COMMISSION EXPIRES: March 4, 2026

Michelle Kivlin
PRINT NOTARY NAME

TITLE REPORT ITEM NOTES:

- 1-2) ITEMS CONCERNING FISCAL RESPONSIBILITY IN THE PROPERTY. NON-SURVEY RELATED.
- 3) ITEM CONCERNING AN EASEMENT FOR ROADWAY AND UTILITIES, RECORDED UNDER RECORDING NO. 9602200050, MODIFICATION AND AMENDMENT BY INSTRUMENT NUMBERS 201207300353 AND 202111080124. EASEMENT FALLS INSIDE THE RIGHT-OF-WAY OF MCCORMICK VILLAGE DRIVE. NOT SHOWN.
- 4) ITEM CONCERNING AN AGREEMENT FOR REIMBURSEMENT, RECORDED UNDER RECORDING NO. 200710170135. NON-SURVEY RELATED.
- 5) ITEM CONCERNING A DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NO. 201012210340. NON-SURVEY RELATED.
- 6) ITEM CONCERNING AN ASSIGNMENT OF AGREEMENTS, EASEMENTS, COVENANTS AND RECORDED INTERESTS IN PROPERTY, RECORDED UNDER RECORDING NO. 201512310228. NON-SURVEY RELATED.
- 7) ITEM CONCERNING A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT NO. LU16-BLA-05, RECORDED UNDER RECORDING NO. 201610250060, CREATING PARCEL I SHOWN HEREON.
- 8) ITEM CONCERNING MEMORANDUM OF RIGHT OF FIRST OFFER, RECORDED UNDER RECORDING NO. 202001150206. NON-SURVEY RELATED.
- 9) ITEM CONCERNING A DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NO. 202102190203. NON-SURVEY RELATED.
- 10) ITEM CONCERNING PLAT OF MCCORMICK WOODS NORTH PHASE III, DIVISION 2, RECORDED IN VOLUME 35 OF PLATS AT PAGES 201-207, SAID PLAT CREATING PARCEL II.
- 11) ITEM CONCERNING A DEVELOPMENT AGREEMENT, RECORDED UNDER RECORDING NO. 202210050135. NON-SURVEY RELATED.
- 12) ITEM CONCERNING AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, RECORDED UNDER RECORDING NO. 202301050021. THIS IS AN AS-CONSTRUCTED EASEMENT, THEREFORE AN EXACT LOCATION CANNOT BE SHOWN.
- 13) ITEM CONCERNING A DEED OF TRUST, RECORDED UNDER RECORDING NO. 202203280226. NON-SURVEY RELATED.

SHEET 2 OF 9

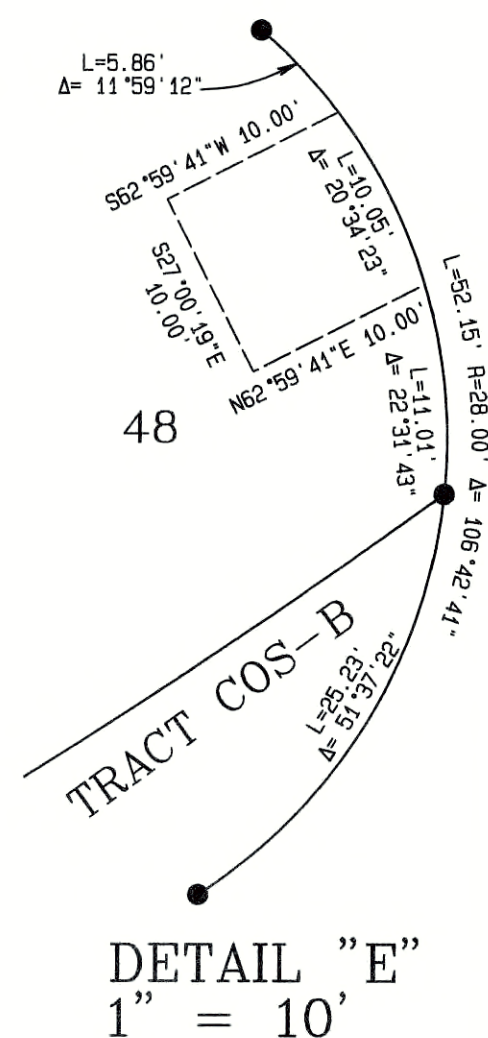
LEGAL DESCRIPTION:

PARCEL I:

PARCEL II:

BASIS OF BEARING:

SCALE: 1" = 200'



DETAIL "E"
1" = 10'



-

Job No. 21-111

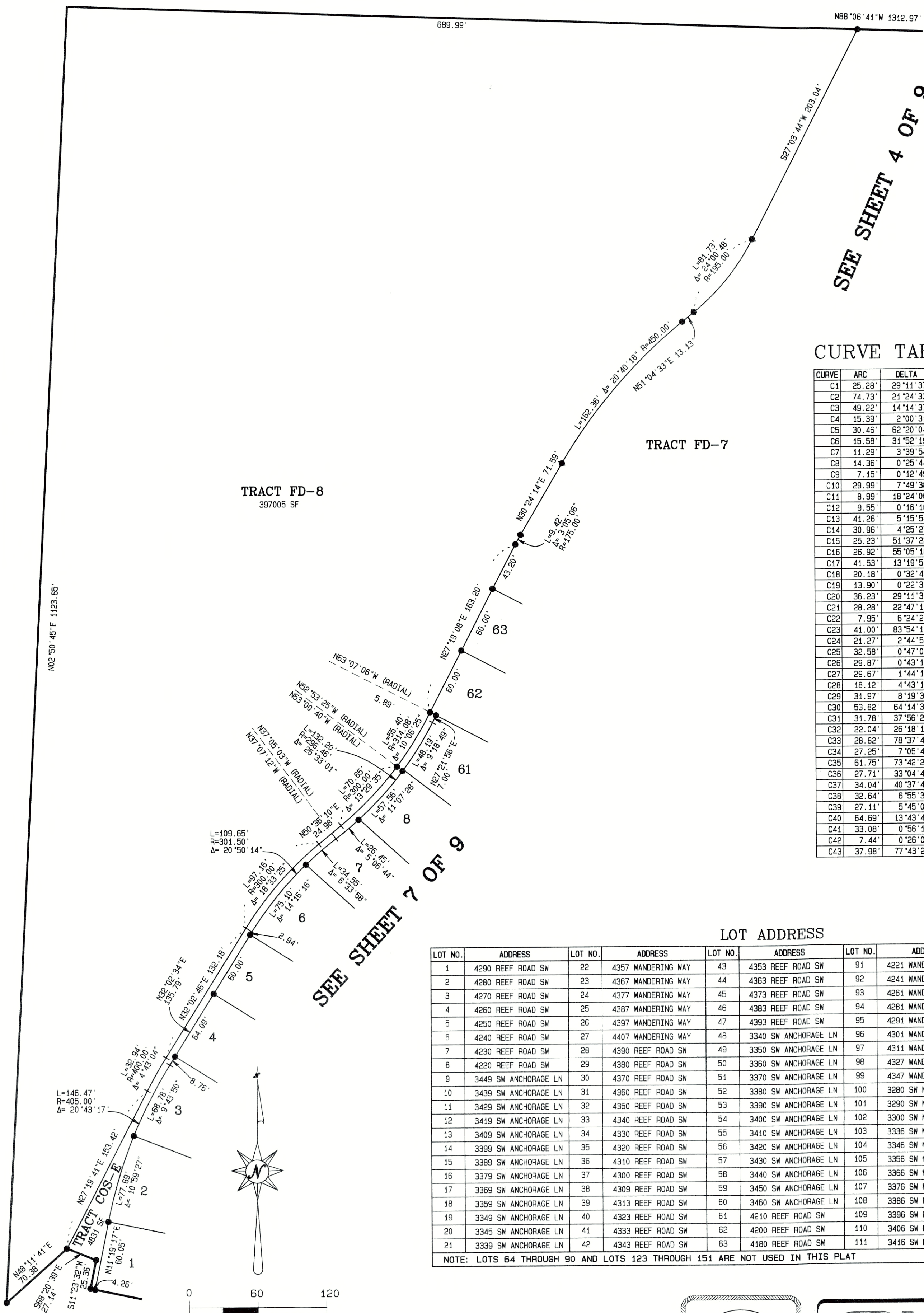
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SHEET 2 OF 9

100-107000-1

McCORMICK WOODS NORTH PHASE III, DIVISION 3

SHEET 3 OF 9



CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	25.28'	29°11'37"	49.61'
C2	74.73'	21°24'33"	200.00'
C3	49.22'	14°14'37"	198.00'
C4	15.39'	2°00'34"	439.00'
C5	30.46'	62°20'04"	28.00'
C6	15.58'	31°52'19"	28.00'
C7	11.29'	3°39'54"	176.50'
C8	14.36'	0°25'44"	1919.00'
C9	7.15'	0°12'49"	1919.00'
C10	29.99'	7°49'38"	219.50'
C11	8.99'	18°24'06"	28.00'
C12	9.55'	0°16'16"	2020.00'
C13	41.26'	5°15'54"	449.00'
C14	30.96'	4°25'27"	401.00'
C15	25.23'	51°37'22"	28.00'
C16	26.92'	55°05'18"	28.00'
C17	41.53'	13°19'54"	178.50'
C18	20.18'	0°32'43"	2121.00'
C19	13.90'	0°22'32"	2121.00'
C20	36.23'	29°11'37"	71.11'
C21	28.28'	22°47'17"	71.11'
C22	7.95'	6°24'20"	71.11'
C23	41.00'	83°54'16"	28.00'
C24	21.27'	2°44'55"	443.29'
C25	32.58'	0°47'08"	2376.00'
C26	29.87'	0°43'13"	2376.00'
C27	29.67'	1°44'15"	978.50'
C28	18.12'	4°43'11"	220.00'
C29	31.97'	8°19'35"	220.00'
C30	53.82'	64°14'32"	48.00'
C31	31.78'	37°56'22"	48.00'
C32	22.04'	26°18'10"	48.00'
C33	28.82'	78°37'46"	21.00'
C34	27.25'	7°05'46"	220.00'
C35	61.75'	73°42'22"	48.00'
C36	27.71'	33°04'42"	48.00'
C37	34.04'	40°37'40"	48.00'
C38	32.64'	6°55'37"	270.00'
C39	27.11'	5°45'09"	270.00'
C40	64.69'	13°43'41"	270.00'
C41	33.08'	0°56'18"	2020.00'
C42	7.44'	0°26'08"	978.50'
C43	37.98'	77°43'27"	28.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S41°12'02"E	32.55'
L2	S31°05'15"W	37.27'
L3	N50°31'55"W	19.35'
L4	N77°25'07"W	12.66'
L5	N31°05'15"E	37.27'
L6	S31°05'15"W	37.27'
L7	S32°05'58"W	15.83'
L8	S19°25'58"W	25.40'
L9	N58°54'45"W	14.09'
L10	N58°54'45"W	9.00'
L11	N77°25'10"W	12.66'
L12	S77°25'07"E	12.66'

LOT ADDRESS

LOT NO.	ADDRESS	LOT NO.	ADDRESS	LOT NO.	ADDRESS	LOT NO.	ADDRESS	LOT NO.	ADDRESS
1	4290 REEF ROAD SW	22	4357 WANDERING WAY	43	4353 REEF ROAD SW	91	4221 WANDERING WAY	112	3411 SW MOORING LN
2	4280 REEF ROAD SW	23	4367 WANDERING WAY	44	4363 REEF ROAD SW	92	4241 WANDERING WAY	113	3401 SW MOORING LN
3	4270 REEF ROAD SW	24	4377 WANDERING WAY	45	4373 REEF ROAD SW	93	4261 WANDERING WAY	114	3395 SW MOORING LN
4	4260 REEF ROAD SW	25	4387 WANDERING WAY	46	4383 REEF ROAD SW	94	4281 WANDERING WAY	115	3385 SW MOORING LN
5	4250 REEF ROAD SW	26	4397 WANDERING WAY	47	4393 REEF ROAD SW	95	4291 WANDERING WAY	116	3375 SW MOORING LN
6	4240 REEF ROAD SW	27	4407 WANDERING WAY	48	3340 SW ANCHORAGE LN	96	4301 WANDERING WAY	117	3365 SW MOORING LN
7	4230 REEF ROAD SW	28	4390 REEF ROAD SW	49	3350 SW ANCHORAGE LN	97	4311 WANDERING WAY	118	3355 SW MOORING LN
8	4220 REEF ROAD SW	29	4380 REEF ROAD SW	50	3360 SW ANCHORAGE LN	98	4327 WANDERING WAY	119	3335 SW MOORING LN
9	3449 SW ANCHORAGE LN	30	4370 REEF ROAD SW	51	3370 SW ANCHORAGE LN	99	4347 WANDERING WAY	120	3315 SW MOORING LN
10	3439 SW ANCHORAGE LN	31	4360 REEF ROAD SW	52	3380 SW ANCHORAGE LN	100	3280 SW MOORING LN	121	3295 SW MOORING LN
11	3429 SW ANCHORAGE LN	32	4350 REEF ROAD SW	53	3390 SW ANCHORAGE LN	101	3290 SW MOORING LN	122	3285 SW MOORING LN
12	3419 SW ANCHORAGE LN	33	4340 REEF ROAD SW	54	3400 SW ANCHORAGE LN	102	3300 SW MOORING LN	152	4400 SAIL LANE SW
13	3409 SW ANCHORAGE LN	34	4330 REEF ROAD SW	55	3410 SW ANCHORAGE LN	103	3336 SW MOORING LN	153	4410 SAIL LANE SW
14	3399 SW ANCHORAGE LN	35	4320 REEF ROAD SW	56	3420 SW ANCHORAGE LN	104	3346 SW MOORING LN	154	4420 SAIL LANE SW
15	3389 SW ANCHORAGE LN	36	4310 REEF ROAD SW	57	3430 SW ANCHORAGE LN	105	3356 SW MOORING LN	155	4430 SAIL LANE SW
16	3379 SW ANCHORAGE LN	37	4300 REEF ROAD SW	58	3440 SW ANCHORAGE LN	106	3366 SW MOORING LN	156	4440 SAIL LANE SW
17	3369 SW ANCHORAGE LN	38	4309 REEF ROAD SW	59	3450 SW ANCHORAGE LN	107	3376 SW MOORING LN	157	4450 SAIL LANE SW
18	3359 SW ANCHORAGE LN	39	4313 REEF ROAD SW	60	3460 SW ANCHORAGE LN	108	3386 SW MOORING LN	158	4460 SAIL LANE SW
19	3349 SW ANCHORAGE LN	40	4323 REEF ROAD SW	61	4210 REEF ROAD SW	109	3396 SW MOORING LN	159	4470 SAIL LANE SW
20	3345 SW ANCHORAGE LN	41	4333 REEF ROAD SW	62	4200 REEF ROAD SW	110	3406 SW MOORING LN	160	4480 SAIL LANE SW
21	3339 SW ANCHORAGE LN	42	4343 REEF ROAD SW	63	4180 REEF ROAD SW	111	3416 SW MOORING LN	161	4490 SAIL LANE SW

NOTE: LOTS 64 THROUGH 90 AND LOTS 123 THROUGH 151 ARE NOT USED IN THIS PLAT

Job No. 21-111



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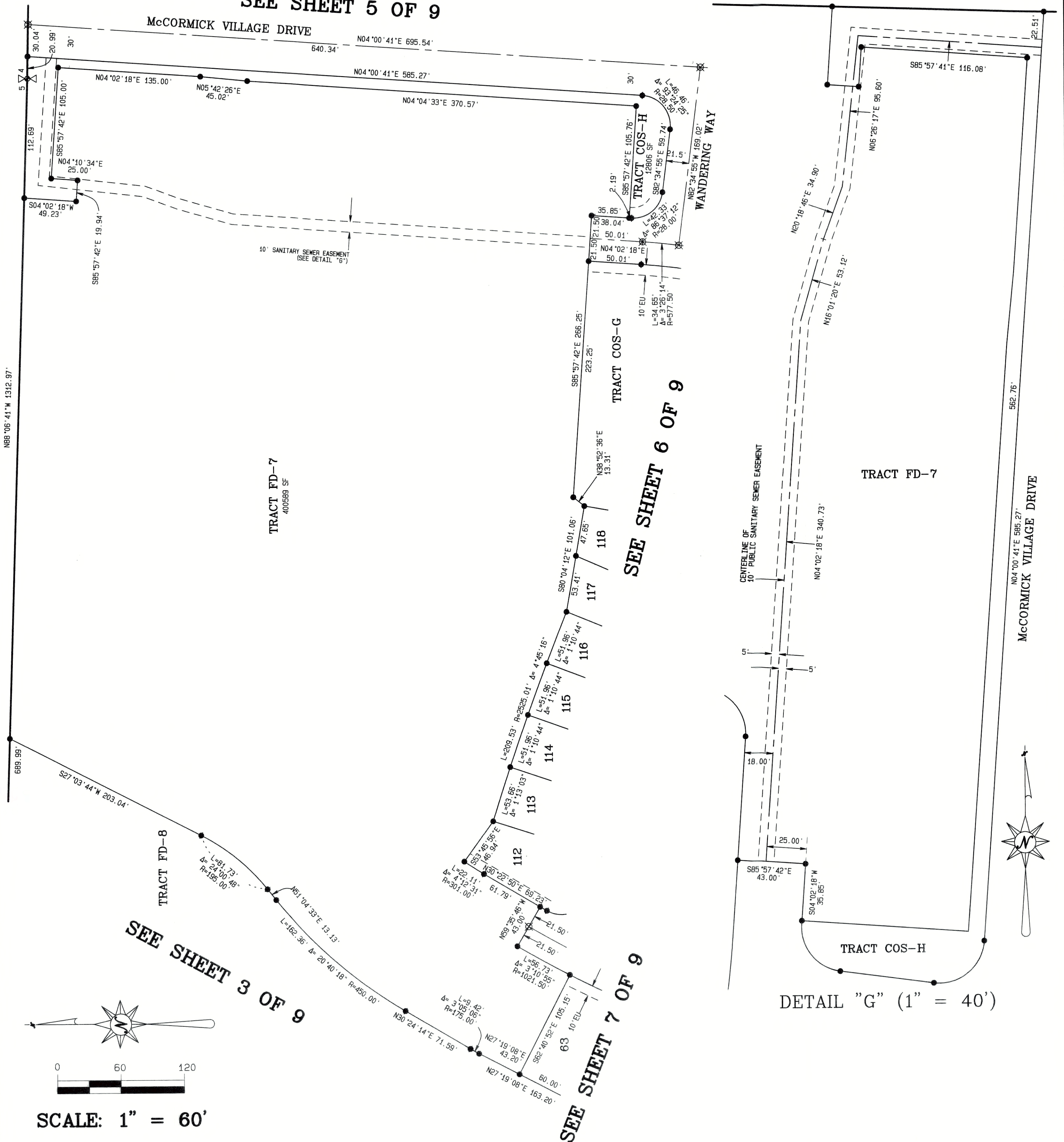
SHEET 3 OF 9

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McCORMICK WOODS NORTH PHASE III, DIVISION 3

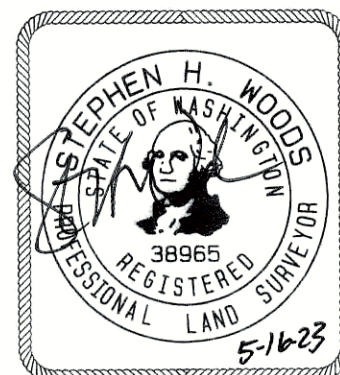
SHEET 4 OF 9

SEE SHEET 5 OF 9



LEGEND:

- = MONUMENT FOUND.
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965".
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.
- UE = UTILITY EASEMENT



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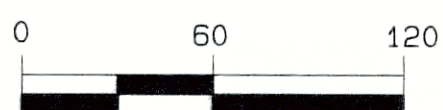
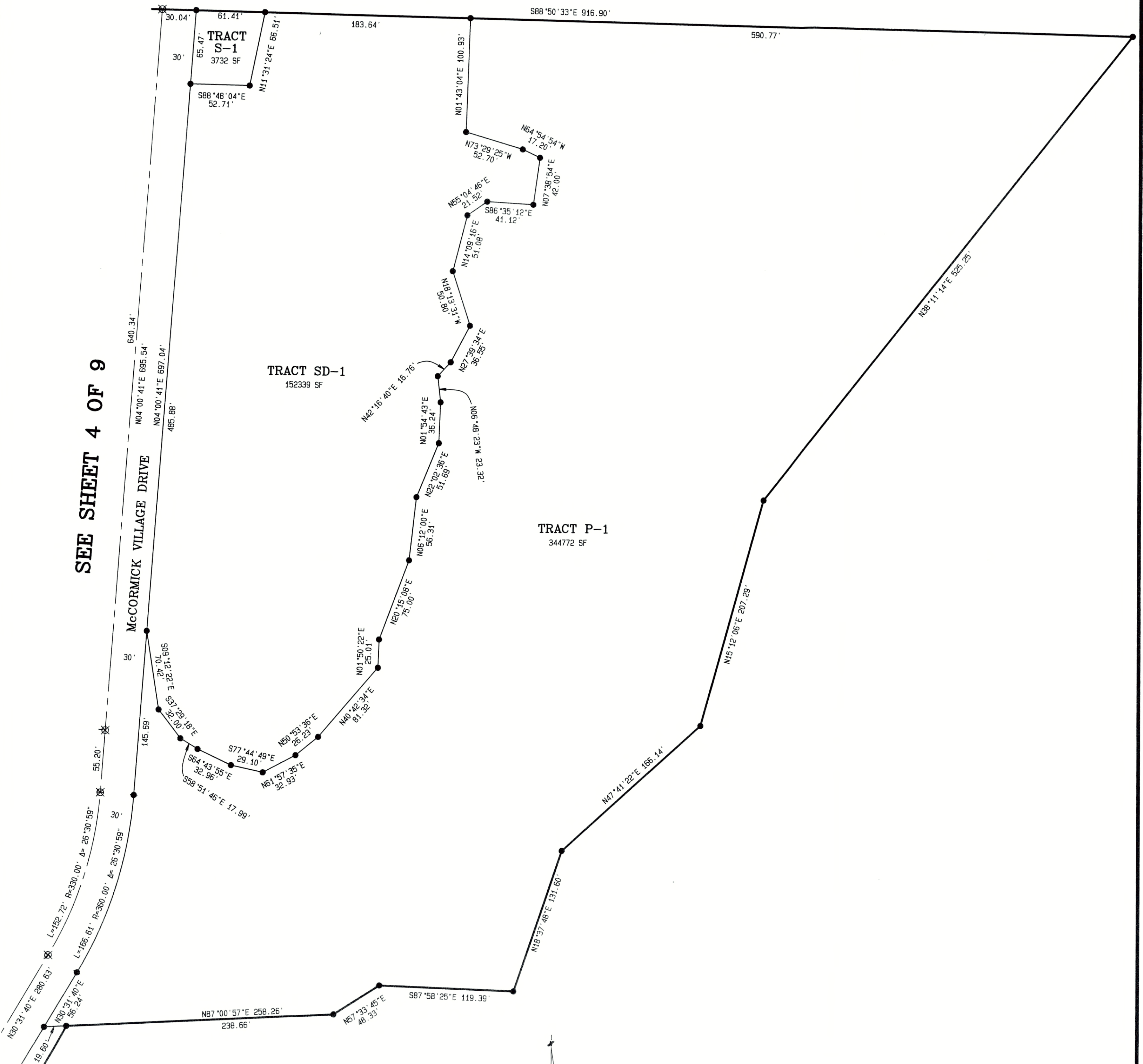
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McCORMICK WOODS NORTH PHASE III, DIVISION 3

SHEET 5 OF 9

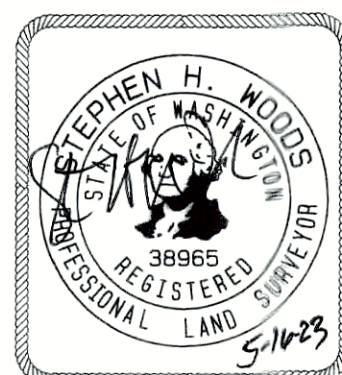
SEE SHEET 4 OF 9



SCALE: 1" = 60'

LEGEND:

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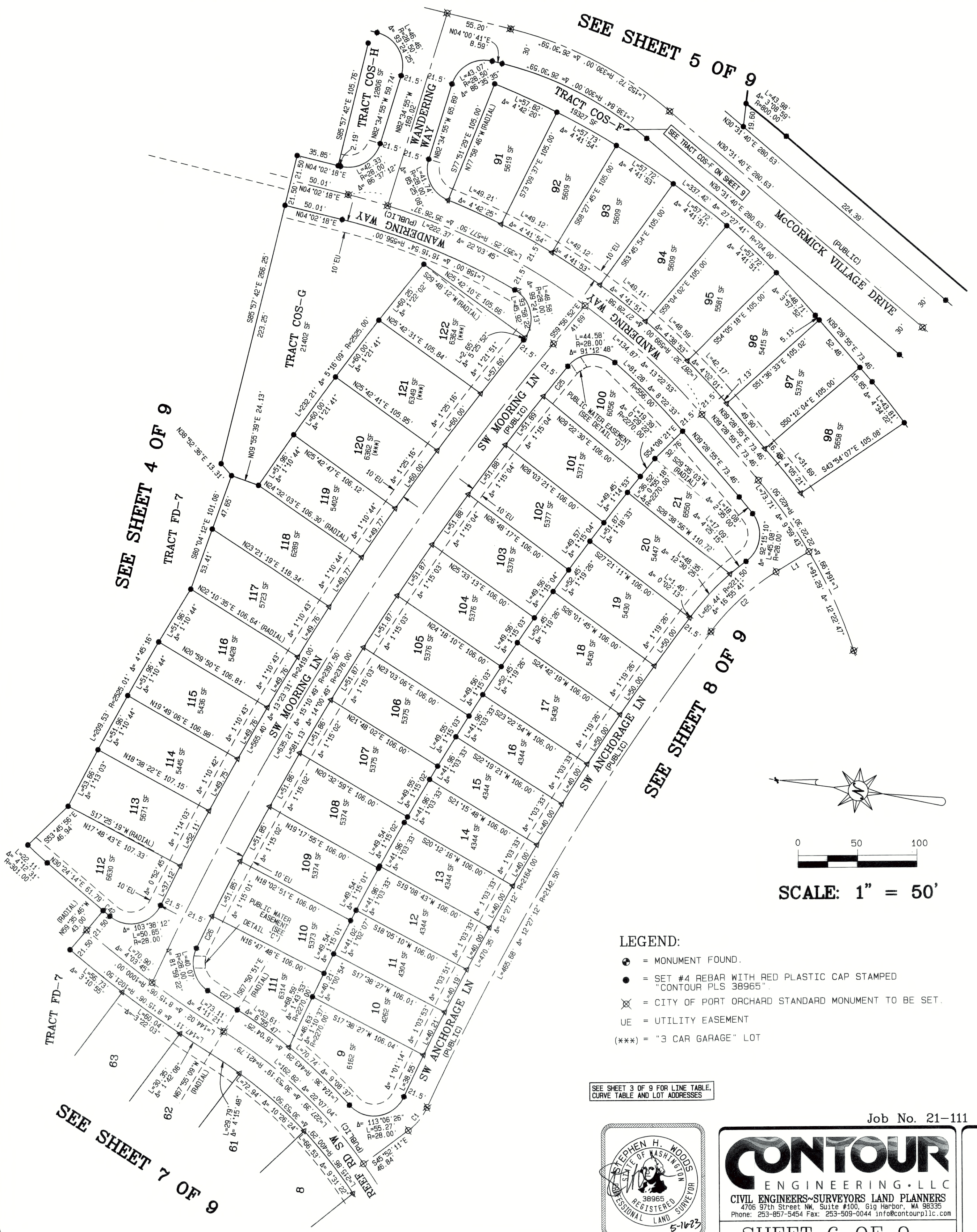
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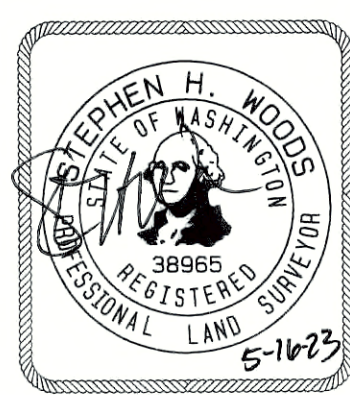
SHEET 6 OF 9



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 - UE = UTILITY EASEMENT
 - (***) = "3 CAR GARAGE" LOT

SEE SHEET 3 OF 9 FOR LINE TABLE, CURVE TABLE AND LOT ADDRESSES

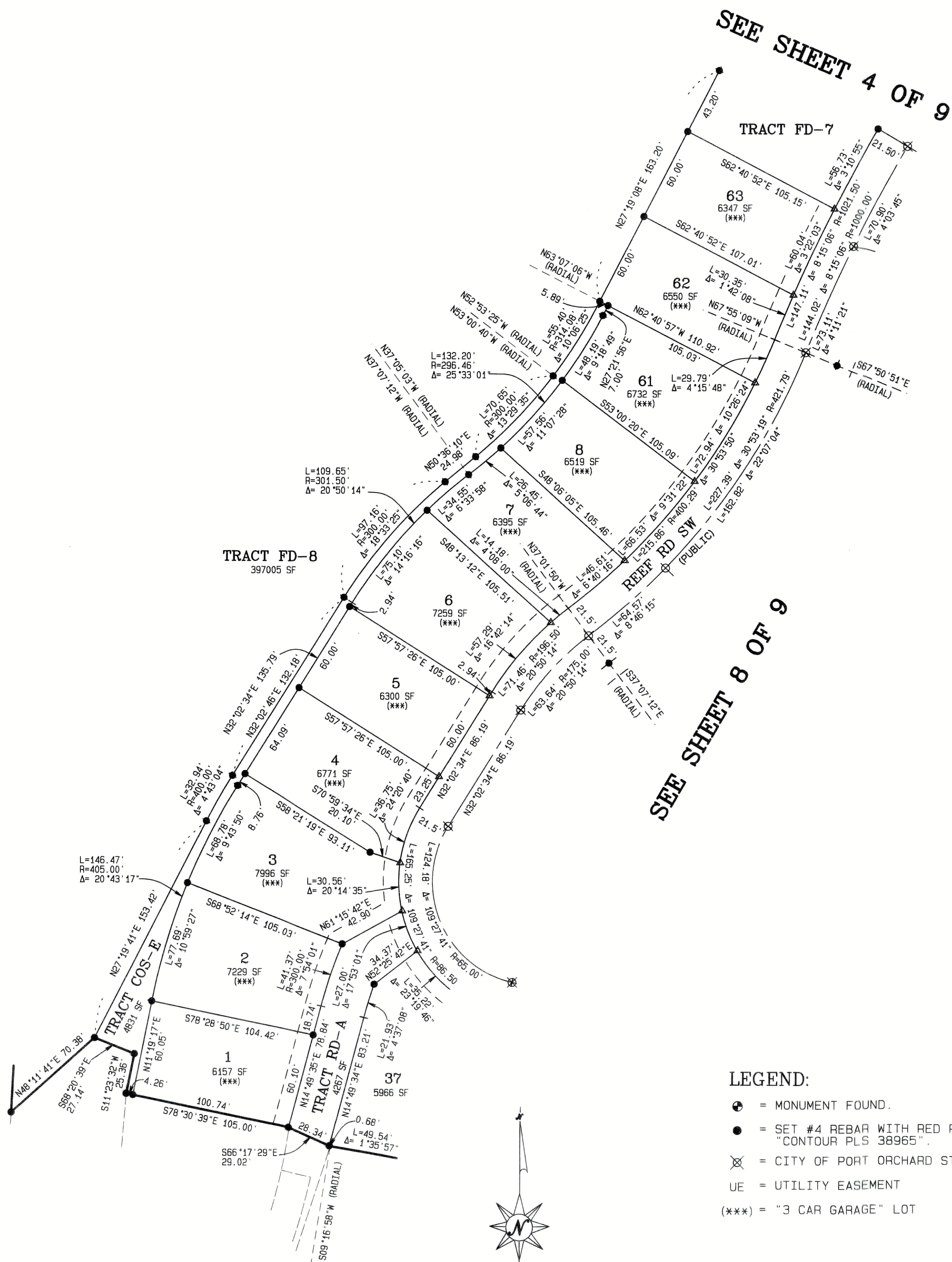
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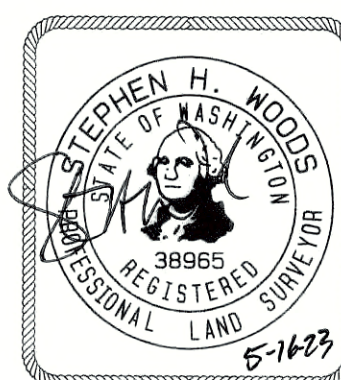
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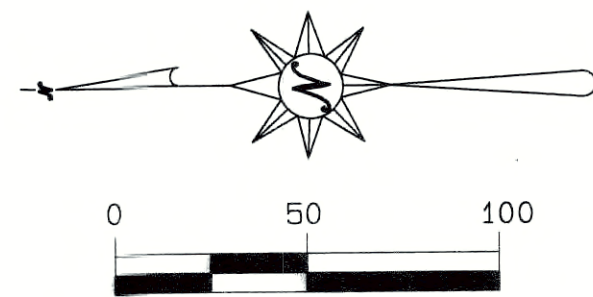
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McCORMICK WOODS NORTH PHASE III, DIVISION 3

SHEET 8 OF 9



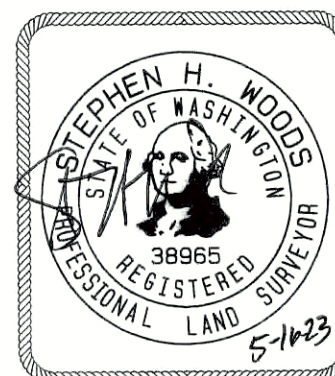
SCALE: 1" = 50'

LEGEND:

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- (***) = "3 CAR GARAGE" LOT

SEE SHEET 3 OF 9 FOR LINE TABLE, CURVE TABLE AND LOT ADDRESSES

Job No. 21-111

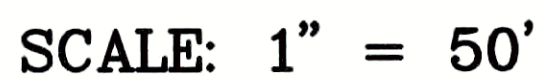


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SHEET 9 OF 9

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- UE = UTILITY EASEMENT



SEE SHEET 8 OF 9

19327 SF
TRACT COS-F

TRACT COS-I
15852 SF

TRACT COS-D
3757 SF

TRAC 1
12' R=220

Job No. 21-111



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SHEET 9 OF 9

100-443887-1



CITY OF PORT ORCHARD

Development Director

Office Located at 720 Prospect Street
Mailing Address: 216 Prospect Street, Port Orchard, WA 98366
Phone: (360) 874-5533 • planning@portorchardwa.gov

May 16, 2023

City Council
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick Woods North Phase III Division 3 (LU23-PLAT FINAL-01)

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the conditions in the City of Port Orchard Hearing Examiner Decision dated October 20, 2010, and the subsequent major plat amendment decision issued by the City of Port Orchard Hearing Examiner on December 20, 2021. The City of Port Orchard SEPA Responsible Official issued a Determination of Non-significance for the project on October 15, 2021. The subdivision complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development. I therefore recommend approval of the final plat.

Sincerely,

Nicholas Bond, AICP
City Development Director



CITY OF PORT ORCHARD
City Engineer

216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4991 • Fax: (360) 876-4980
khammer@portorchardwa.gov

www.portorchardwa.gov

May 16, 2023

Port Orchard City Council
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick Woods North Phase III Division 3 (LU23-PLAT FINAL-01)

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the City of Port Orchard Hearing Examiner decision dated October 20, 2010, and the subsequent major plat amendment decision issued by the City of Port Orchard Hearing Examiner on December 20, 2021. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Public Works Department.

I also state that the City of Port Orchard has confirmed that it has sufficient sewage disposal and water supply, pursuant to the completion of the McCormick Sewerage Lift Stations No. 1 and No. 2 Agreement as outlined in the 2018 City of Port Orchard McCormick Woods Lift Stations No. 1 and No.2 Agreement. With regard to water supply capacity, the development is located within the City of Bremerton's Retail Water Service Area.

Finally, the final plat documents have been reviewed, and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are either complete and accepted, or that a Performance Bond has been established for all unfinished/or unaccepted work. I therefore recommend approval of the final plat for Phase 3. If you should have any questions, or need additional information, please feel free to contact me at this office.

Sincerely,

K. Chris Hammer, PE, PMP
City Engineer

**CITY OF PORT ORCHARD
LANDSCAPE PERFORMANCE BOND**

Name of Project McCormick North Phase III - Division 3
Project Location North of SW Yarrow Street and West of McCormick Village Drive
Project/Application # PW21-050, 051
Performance Bond Amount \$ 292,942.09
Bond # 0825441

Know all men by these presents: That whereas the City of Port Orchard, State of Washington has issued a permit to McCormick Development Corp (Contractor) hereinafter designated as the "Principal" a permit for the construction of the project designated McCormick North Phase III - Division 3, Port Orchard, Washington all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we, the principal, and Harco National Insurance Company (Surety), a corporation, organized and existing under and by virtue of the laws of the State of Illinois, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Port Orchard, Washington, in the sum of:

Two Hundred Ninety-Two Thousand Nine Hundred Forty-Two and 09/100 **Dollars**
(\$ 292,942.09) **150% Total Contract Amount**

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or 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 said 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 said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, 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 their part, and shall indemnify and save harmless the City of Port Orchard, Washington, their officers and agents from any claim for such payment; and shall further save harmless and indemnify said City of Port Orchard, Washington, from any claims relating to defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract. Once the work has been completed and accepted by the City of Port Orchard this Performance Bond will be released and replaced with a 2 year Maintenance Bond not to exceed the sum of: _____

Two Hundred Forty-Four Thousand One Hundred eighteen and 43/100 Dollars (\$ 244,118.43)
125% Total Contract Amount. This hold harmless and indemnification agreement shall survive the expiration of this bond.

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers this 8th day of May, 20 23.

Principal

By [Signature]
Signature

James N Tosti
Print Name

Authorized Signatory
Title

805 Kirkland Ave, Suite 200
Mailing Address

Kirkland, WA 98033
City, State, Zip Code

(425) 894-6382
Phone Number

nick@cordillerainc.com
Email Address

Surety

By [Signature]
Signature

Jim S. Kuich
Print Name

Attorney-in-fact
Title

PO Box 3018
Mailing Address

Bothell, WA 98041-3018
City, State, Zip Code

(425) 489-4500
Phone Number

jim.kuich@hubinternational.com
Email Address

Accepted by the City of Port Orchard this 10th day of May, 2023

By [Signature]
Signature

Nicholas Bond
Printed Name

DCO Director
Title

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JIM S. KUICH, SARAH H. BEHRENS, EMMA C. DOLESHEL, NATALIE C. CHAU, HEATHER L. ALLEN, ANDY PRILL,
THERESA A. LAMB, STEVE WAGNER, MICHAEL A. MURPHY, JIM W. DOYLE, CHAD M. EPPLE

Bothell, WA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 8, 2023.



McCormick Woods Div. 3

CHANGE ORDER REQUEST

Teufel Nursery, Inc.

Contractor

Contract #

Change Order #

Teufel EWO#

Teufel Job#

DESCRIPTION:

Plant Material installed value McCormick Woods Div. 3

LABOR:

Labor Classification	ST/OT	Manhours	Hourly Rate	Total
Laborer	ST	622	\$60.00	\$37,320.00
Operator	ST	60	\$78.00	\$4,680.00
Foreman / Irrigation Tech	ST	0	\$72.00	\$0.00
Supervisor	ST	28	\$79.00	\$2,212.00
Laborer	OT	0	\$90.00	\$0.00
Operator	OT	0	\$117.00	\$0.00
Foreman / Irrigation Tech	OT	0	\$108.00	\$0.00
Labor Subtotal (attach more sheets if necessary)				\$44,212.00
Labor Overhead & Profit @ 15 % (per contract)				\$6,631.80
Labor Total				\$50,843.80

MATERIAL:

Description	Quantity	Unit Rate	Total
Acer Freemanii Jeffersred 2"	26	\$185.00	\$4,810.00
Acer circinatum 6-8'	45	\$140.00	\$6,300.00
Cupressus arizonica var glabra 6-8'	38	\$250.00	\$9,500.00
Pseudotsuga menziesii 6-8'	52	\$105.00	\$5,460.00
Thuja plicata 6-8'	172	\$372.00	\$63,984.00
Pinus Nigra 6-8'	22	\$105.00	\$2,310.00
Cryptomeria japonica sekkan-sugi 6-8'	14	\$110.00	\$1,540.00
Myrica californica 3g	95	\$16.50	\$1,567.50
Berberis crimson pygmy 3g	95	\$14.00	\$1,330.00
Rhododendron Anah Kruschke 3 g	181	\$18.00	\$3,258.00
Gaultheria shallon 1g	2,891	\$4.50	\$13,009.50
Carex Obnupta 1 g	3,583	\$3.50	\$12,540.50
			\$0.00
			\$0.00
Material Subtotal (attach more sheets if necessary)			\$125,609.50
Material Overhead & Profit @ 15 % (per contract)			\$18,841.43
Material Total			\$144,450.93

EQUIPMENT:

Equipment Cost only	Labor per above	rates	Hours	Rental Rate	Total
621 Case Loader			0	\$110.00	\$0.00
Cat 257 Steer Loader			0	\$85.00	\$0.00
Mini Excavator			0	\$95.00	\$0.00
580 Case Backhoe			0	\$85.00	\$0.00
Kubota Mini Loader			0	\$80.00	\$0.00
5 ton truck			0	\$80.00	\$0.00
Rototiller			0	\$25.00	\$0.00
Irrigation Van			0	\$70.00	\$0.00
1 Ton or PU truck			0	\$80.00	\$0.00
Dump Truck			0	\$105.00	\$0.00
Equipment Subtotal (attach more sheets if necessary)					\$0.00
Equipment Overhead & Profit @ 15 % (per contract)					\$0.00
Equipment Total					\$0.00

OTHER EXPENSES / SUBQUOTES:

Description of Work	Quantity	Unit Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Other Expense Subtotal (attach more sheets if necessary)			\$0.00
Other Overhead & Profit @ 15 % (per contract)			\$0.00
Other Expense Total			\$0.00

CHANGE REQUEST SUBTOTAL: \$195,294.73

Sales Tax EXCLUDED :

\$195,294.73

BOND @ 0 % (if applicable): \$0.00

CHANGE REQUEST GRAND TOTAL: \$195,294.73

SIGNATURE:

Name and Title

DATE:

BILL OF SALE

THIS BILL OF SALE is made and executed this 8th day of MAY, 2023, by and between McCormick Development Corp, a Washington Limited Liability Corporation, hereinafter called the "Grantor" and the City of Port Orchard, a Municipal Corporation, hereinafter called the "Grantee."

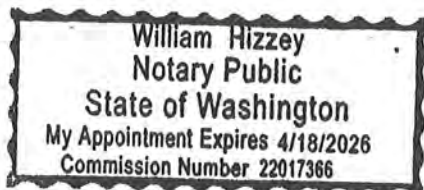
WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, sets over, assigns, transfers and delivers and warrants to the City of Port Orchard ownership in the following described personal property situated in Kitsap County, State of Washington, and installed by the Grantor to date, TO WIT:

Public sewer mains and public road and storm improvements and associated appurtenances constructed on-site at the McCormick North Phase III Division 3 project located on parcels 5695-000-082-0000 and 5695-000-081-0001 and 042301-3-011-2005. These improvements are further described in Exhibit A and itemized in Exhibit B, both of which are attached hereto and incorporate herein by this reference.

The Grantor hereby warrants that it is the lawful and sole owner of all the personal property above conveyed, that such items are free from all liens and encumbrances, that the Grantor has the full power to convey and transfer the same, and that the Grantor will defend the same against the claims and demands of any and all persons lawfully making claims thereto. The Grantor further warrants that the execution of this Bill of Sale is an authorized act of said Grantor.

Dated at KIRKLAND, Washington, this 8th day of MAY, 2023



GRANTOR: (McCormick Development Corp)

By: [Signature]

Its: Authorized Signatory

Print Name: James N Tosti

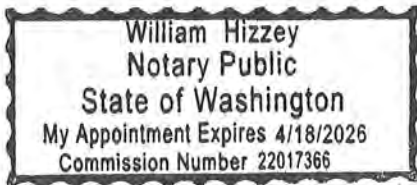
[Remainder of page intentionally left blank]

STATE OF WASHINGTON)

COUNTY OF KING)ss

On this 8th day of MAY, 2023, before me personally appeared JAMES TUSTI, to me known to be the managing member for MCCORMICK DEVELOPMENT CORP, a limited liability corporation, that executed the within and 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.

Given under my hand and official seal this 8th day of MAY, 2023.



William Hizey
Notary Public in and for the State of Washington,
residing in KING COUNTY
My commission expires 4/18/26

Dated at Port Orchard, Washington, this _____ day of _____, 20____.

CITY OF PORT ORCHARD

By: _____
Rob Putaansuu, Mayor

STATE OF WASHINGTON)

COUNTY OF KITSAP)ss

On this day and year above personally appeared before me, Rob Putaansuu, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Port Orchard for the uses and purposes therein mentioned, and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of Washington,
residing in _____
My commission expires _____

Exhibit A
List of Required Improvements

The following provides a general description of the improvements conveyed under this Bill of Sale related to the "McCormick Woods North Phase III Division 3" project as shown in the approved construction plans prepared by Contour Engineering LLC with the City approval dated 4.11.22.

- 1.) *Specific improvements conveyed under this Bill of Sale include the following elements found within this approved construction drawings set as follows.*
 - a. *Public sewer main extension, associated manholes and appurtenances within the plat as shown on below plan sheets*
 - i. *C50-C69*
 - b. *Public road and storm improvements associated structures and appurtenances within the plat as shown on below plan sheets.*
 - i. *C27-C44.1*

The items, quantity and value of the improvements described above and conveyed under this Bill of Sale are presented in Exhibit B and are associated with City of Port Orchard Permit #s PW21-050 and PW21-051.



EXHIBIT B

108 West Stewart
Puyallup, WA 98371
Office (253) 604-7200
Fax (253) 251-8999
www.rpdevelopment.com

To: The Cordillera Group
Attn: Mr. Nick Tosti
805 Kirkland Ave, Suite 200
Kirkland, WA 98033
Date: 4-May-23
Project: McCormick North Phase III: Div. 3
Project #: 29130
Addendums: N/A
Revision #: 3
Engineer: Contour Engineering LLC
Plans: Civil: Plans dated 4-11-22
Geotech Report: N/A

McCormick North III - DIV. 3

Code	Desc	Quan	Units	Price	Total
Road Grading & Construction- Public					
78	Sawcut & Demo Existing Asphalt	580	LF	\$8.00	\$4,640.00
80	Fine Grade Roadway	141,930	SF	\$0.15	\$21,289.50
82	Fine Grade Sidewalks/Driveways/Path	65,805	SF	\$1.15	\$75,675.75
84	Fine Grade Curb	8,425	LF	\$3.25	\$27,381.25
86	Fine Grade Planter Strip	875	SF	\$0.60	\$525.00
88	Fine Grade Ditch (Topsoil/Landscape by Others)	36250	SF	\$1.65	\$59,812.50
92	Concrete Rolled Curb & Gutter	6,755	LF	\$16.30	\$110,106.50
94	Concrete Vertical Curb & Gutter	1,670	LF	\$14.70	\$24,549.00
98	Asphalt Thickened Edge	1310	LF	\$3.50	\$4,585.00
100	Concrete Sidewalks (4")	10,070	SF	\$4.30	\$43,301.00
102	Concrete Driveways (6")	40,440	SF	\$5.15	\$208,266.00
104	Rip Rap Pad (Curb Depression Inlets)	32	EA	\$300.00	\$9,600.00
106	Handicap/Transition Ramps	24	EA	\$900.00	\$21,600.00
108	Fine Grade & Place Gravel Base	4,280	TON	\$32.00	\$136,960.00
110	Fine Grade & Place CSTC	4,825	TON	\$30.00	\$144,750.00
112	Asphalt Paving- 3" HMA CI 1/2"	2,160	TON	\$105.00	\$226,800.00
114	Asphalt Paving- 4" HMA CI 1/2"	985	TON	\$105.00	\$103,425.00
115	Asphalt Paving- 3" (Pathway)	300	TON	\$150.00	\$45,000.00
116	Survey Monuments	36	EA	\$525.00	\$18,900.00
117	Bollards	3	EA	\$990.00	\$2,970.00
118	Channelization & Signage	1	LS	\$30,500.00	\$30,500.00
Total Road Grading & Construction- Public					\$1,320,636.50

Sanitary Sewer System

*	140	Connect To Existing	1	EA	\$3,500.00	\$3,500.00
*	142	4" PVC SDR-35 Side Sewer	1465	LF	\$31.50	\$46,147.50
*	144	6" PVC SDR-35 Side Sewer	2,820	LF	\$33.00	\$93,060.00
*	146	8" PVC SDR-35 Sewer	4,362	LF	\$40.00	\$174,480.00
*	147	6" DI Wall Sleeve	20	LF	\$70.00	\$1,400.00
*	148	48" SSMH (W/ GU Liner)	38	EA	\$7,800.00	\$296,400.00
*	150	48" SSMH Type III (Coated W/ GU Liner)	3	EA	\$15,300.00	\$45,900.00
*	154	Mainline Cleanouts	2	EA	\$580.00	\$1,160.00
*	156	Side Sewer Cleanouts	108	EA	\$395.00	\$42,660.00
*	158	Raise Manhole To Final Grade (1-Lift)	36	EA	\$625.00	\$22,500.00
*	160	Concrete Collar	13	EA	\$400.00	\$5,200.00
Total Sanitary Sewer System					\$732,407.50	

Sewer Lift Station & Force Main

*	164	4" HDPE SDR11 Force-Main	1505	LF	\$36.35	\$54,706.75
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**EXHIBIT B**

108 West Stewart
Puyallup, WA 98371
Office (253) 604-7200
Fax (253) 251-8999
www.rpdevelopment.com

To: The Cordillera Group
Attn: Mr. Nick Tosti
805 Kirkland Ave, Suite 200
Kirkland, WA 98033

Engineer: Contour Engineering LLC

Plans: Civil: Plans dated 4-11-22

Date: 4-May-23

Project: McCormick North Phase III: Div. 3

Project #: 29130

Addendums: N/A

Revision #: 3

Geotech Report: N/A

*	166	Lift Station (Labor & Equipment - NO ROMTEC)	1	LS	\$425,000.00	\$425,000.00
		Romtec Lift Station Contract	1	LS	\$593,073.63	\$593,073.63
		Total Lift Station & Force Main				\$1,072,780.38

Storm System- Public

182	Connect To Existing	1	EA	\$3,500.00	\$3,500.00
183	6" ADS CPEP Storm	43	LF	\$35.50	\$1,526.50
184	8" DIP CI-50 Storm	509	LF	\$72.00	\$36,648.00
186	8" ADS CPEP Storm	51	LF	\$37.00	\$1,887.00
188	12" DIP CI-50 Storm	356	LF	\$83.00	\$29,548.00
192	12" ADS CPEP Storm	833	LF	\$45.00	\$37,485.00
194	18" ADS CPEP Storm	1730	LF	\$72.40	\$125,252.00
198	24" ADS CPEP Storm	889	LF	\$127.00	\$112,903.00
198	30" ADS CPEP Storm	49	LF	\$176.50	\$8,648.50
200	36" ADS CPEP Storm	458	LF	\$209.25	\$95,836.50
204	Rip Rap Pad & Trash Rack	7	EA	\$2,650.00	\$18,550.00
206	Catch Basin Type I	26	EA	\$1,100.00	\$28,600.00
208	Catch Basin Type IL	21	EA	\$1,400.00	\$29,400.00
210	Catch Basin Type II 48"	16	EA	\$2,925.00	\$46,800.00
211	Catch Basin Type II 54"	1	EA	\$5,400.00	\$5,400.00
212	Catch Basin Type II 60"	5	EA	\$5,800.00	\$29,000.00
217	Raise Catch Basin To Final Grade (1-Lift)	3	EA	\$625.00	\$1,875.00
218	Concrete Collar	4	EA	\$400.00	\$1,600.00
219	Temporary Concrete Collar & Solid Lid	13	EA	\$700.00	\$9,100.00
	Total Storm System- Public				\$623,559.50

BILL OF SALE: SUB-TOTAL >>>>>

\$3,749,383.88

SALES TAX - 9.02% >>>>>

\$166,077.28

BILL OF SALE: TOTAL >>>>>

\$3,915,461.16

*Items marked * are taxable*



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 7E
Subject: Adoption of a Resolution Approving a Contract
with Olson Brothers Pro-Vac LLC for the 2023
Stormwater Catch Basin and Pipe
Maintenance Project

Meeting Date: May 23, 2023
Prepared by: Tony Lang
Public Works Director
Atty Routing No: 366922-0009
Atty Review Date: May 17, 2023

Summary: The City is required by the Department of Ecology to inspect and clean catch basins and associated piping throughout the City on a regular basis. Due to limited in-house capacity and expertise, the City requires the services of a qualified contractor to perform the associated work. By this Resolution, the City Council will authorize the Mayor to execute a contract with Olson Brothers Pro-Vac LLC for the 2023 Stormwater Catch Basin and Pipe Maintenance Project (the "Project").

To select Olson Brothers Pro-Vac LLC, on April 24, 2023, Public Works staff established a list of qualified contractors from the 2023 MRSC Small Works Roster for the Main Category – Storm Drainage Facility Construction, Repair and Maintenance and Sub-Category – Catch Basin Cleaning/Vactoring/Jet Rodding, to perform the 2023 Stormwater Catch Basin and Pipe Maintenance Project. A copy of that list of qualified contractors is attached to the Resolution as Exhibit A.

On April 24, 2023, and pursuant to Resolution No. 036-22, as amended (see Section 5 – Bid Procedures), the City's Public Works Department emailed an Invitation to Bid for the Project to ten (10) qualified contractors on the list. One (1) bid was received by the May 9, 2023, 2:00 pm deadline, at which time Olson Brothers Pro-Vac LLC was deemed the presumed responsive and qualified low bidder. The final bid amounts were as follows:

Name of Contractor	Bid Total
Olson Brothers Pro-Vac LLC	\$76,214.78

On May 9, 2023, the City's Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and determined that the Olson Brothers Pro-Vac LLC's bid of \$76,214.78 (applicable tax included) was the lowest 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 Olson Brothers Pro-Vac LLC for the 2023 Stormwater Catch Basin and Pipe Maintenance Project in the amount of \$76,214.78.

Relationship to Comprehensive Plan: Utilities – Stormwater

Motion for Consideration: I move to adopt a resolution, authorizing the Mayor to execute a Contract with Olson Brothers Pro-Vac, LLC for the 2023 Stormwater Catch Basin and Pipe Maintenance Project in the amount of \$76,214.78.

Fiscal Impact: The 2023-2024 Biennial Budget allocated \$170,000.00 for this activity. (421.05.531.20.40)

Alternatives: Do not approve and provide further guidance.

Attachments: Resolution
Ex A- MRSC Small Works Roster
Small Works Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A SMALL WORKS CONTRACT WITH OLSON BROTHERS PRO-VAC LLC FOR THE 2023 STORMWATER CATCH BASIN AND PIPE MAINTENANCE PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS ROSTER PROCUREMENT PROCEDURES.

WHEREAS, the City is required by the Department of Ecology to inspect and clean catch basins and associated piping throughout the City on a regular basis, and due to limited in-house capacity, requires the services of a qualified contractor to perform the associated work; and

WHEREAS, City Staff identified the scope of work for the 2023 Stormwater Catch Basin and Pipe Maintenance Project (the "Project")_to meet Ecology's requirements; and

WHEREAS, as performed annually since 2013, the Municipal Research and Services Center of Washington (MRSC) solicited on behalf of participating local government agencies within Washington State (including the City of Port Orchard) for the 2023 MRSC Small Public Works Roster for small public works projects, like the Project; and

WHEREAS, on April 24, 2023, pursuant to RCW 39.04.155, the City's Public Works Department established a roster of qualified contractors for this project from the 2023 MRSC Small Works Roster (see Exhibit A attached) for the Main Category – Storm Drainage Facility Construction, Repair and Maintenance and Sub-Category – Catch Basin Cleaning/Vactoring/Jet Rodding; and

WHEREAS, on April 24, 2023, and pursuant to Resolution No. 036-22, as amended, at Section 5.0 Bid Procedures, the City's Public Works Department issued an email Invitation to Bid for 2023 Stormwater Catch Basin and Pipe Maintenance Project to ten (10) contractors on the selected roster; and

WHEREAS, on May 9, 2023, the City's Public Works Department received one (1) bid by the 2:00 pm deadline from Olson Brothers Pro-Vac LLC, and staff reviewed and confirmed Olson Brothers Pro-Vac LLC provided the lowest, qualified proposal for the Project; and

WHEREAS, on May 9, 2023, City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist for Olson Brothers Pro-Vac LLC and confirmed the company was the lowest qualified, responsive and responsible vendor; 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 Olson Brothers Pro-Vac LLC for the 2023 Stormwater Catch Basin and Pipe Maintenance 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 23rd day of May 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: 04/24/2023
Time: 09:23 am
Main-Category: Storm Drainage Facility Construction, Repair, and Maintenance
Sub-Category: Catch Basin Cleaning/Vactoring/Jet Rodding

Small Works Roster Businesses:

A- Advanced Septic & Construction

AAA Sweeping LLC
A Action Group Utilities, Inc.
Advanced Pipe Lining Technology LLC
all county roter
Allied Trenchless
Anderson Environmental Contracting, LLC.
Aqualis

Archer Construction
Badger Daylighting Corp.
Baker Underground & Construction, LLC

Big Sky Industrial Services

Blue Mountain Construction Group, LLC
Bravo Environmental NW, Inc.
BRUMFIELD CONSTRUCTION, INC
C. Denney Construction
Cannon Construction LLC
Cannon Constructors LLC.
Canyon Ridge Construct

Catchall Environmental

CCT Construction, Inc
Central Paving LLC
Clark And Sons Excavating INC
Coating Specialty LLC
Columbia Pumping & Construction Inc.
Core Tap Construction LLC
DallumBuildCompany LLC
dba Cowlitz Clean Sweep, PNE Construction & Advanced Electrical Technologies
dba Parker Pacific Excavation
Deacon Construction LLC
DH Environmental, Inc.
Diversified Construction and Consulting, LLC

Drain-Pro, Inc.

Dynamic Sewer & Drain
Edge West LLC
Empire Well Drilling LLC
Evergreen Excavating LLC
Exo Contracting
Extreme Excavation
FORMA Construction Company
FPH Construction, Inc.
GeoTest Services, Inc.

Glacier Works, LLC

Graymar Environmental Services, Inc
Green Field Services, Inc
HCP Development
Hi Grade Asphalt & Seal Coat Inc
Huber General Contractors Inc
Inland Company
Insta-Pipe, Inc
Interwest Construction Inc.
Iron Creek Construction LLC
Iron Horse LLC
J A Morris Construction
JTI Commercial Services
Judha of Lion Landscaping and Services

Kar-Vel Construction
 KCL Excavating Inc
 Key Peninsula Construction, LLC
 Langsholt Contracting Inc
 LaVelle Vac & Drainage
 Legionary Handyman, LLC
 M & L Construction Inc
 Mainline Excavating Ilc
 Merriman Contracting LLC
 MICHELS TRENCHLESS INC
 MidMountain Contractors Inc
 Molecular Inc
 Mt. View Locating Services, LLC
 Nordvind Company
 Northern Environmental LLC
 Northwest Cascade, Inc.
 Northwest Infrastructure
 N P M Construction Co.
 NRC Environmental Services Inc.
 NW Construction General Contracting, Inc.
 Nys Enterprises
 Ohno Construction Company
 Olson Brothers Excavating
 Olson Environmental LLC
 Pacific Cable Const Inc
 Pacific Surveying and Engineering Services
 Pacific Trenchless inc/Budget Sewer
 Pipeline Video Inspection LLC
 PrimeCore Contracting LLC
 Pro-Vac, LLC
 Puget Paving & Construction, Inc.
 Puget Power Washing LLC
 Rains Contracting Inc
 Reece Construction Company
 ROGNLINS INC.
 Rotschy, Inc.
 S.E.A. Construction LLC
 SERVPRO Disaster Recovery Team
 SETON CONSTRUCTION INC.
 Shoreline Construction Co
 SJ Environmental, LLC
 Sounder Diving LLC
 Spokane Environmental Solutions,LLC
 Stateline LLC
 Stellar J Corporation
 Strickland & Sons Excavation LLC
 Stumpy Tree Service
 Summerhill Inspections, LLC
 Sun Coast Environmental NW Inc.
 Swick & Son Enterprises Inc
 Swofford Excavating
 Tastad Construction Inc.
 Taylor pro LLC
 TJR Steel Construction LLC
 TKK,LLC
 Transblue
 Travers Electric
 TRICO Companies, LLC
 Trinity Contractors Inc.
 Tunista Construction, LLC.
 UTILIGI
 Ventilation Power Cleaning, Inc.
 Vortex Services LLC
 Washington Earthworks

Welwest Construction Inc.
Western States Construction, Inc.
Western United Civil Group LLC
Westwood Company LLC
WFS Environmental, Inc
Whirlwind Clean & Green
Wolfskillconstruction, llc
Zephyr's Inc.

CITY OF PORT ORCHARD SMALL WORKS OVER \$35K
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2023-011

THIS Agreement is made effective as of the 23rd day of May, 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

Olson Brothers Pro-Vac, LLC ("**CONTRACTOR**"), a Washington limited liability company located
at:

2412 Inter Ave

Puyallup, WA 98372

Contact: Jay Fox

Phone: ~~(253) 425-4328~~

Email: jay.fox@pro-vac.com

(253)435-4328



for the following Project:

2023 Stormwater Catch Basin and Pipe Maintenance

("PROJECT")

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

AGREEMENT:

- 1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
 - a. This Agreement signed by the City and the Contractor;
 - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
 - c. The attached Special Provisions, Plans and Specifications;
 - d. 2018 International Building Code (IBC) and 2018 Energy Code Compliance;
 - e. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
 - f. Public Works Terms and Conditions;
 - g. Insurance and Bonding Requirements;
 - h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
 - i. 2019 Public Works Engineering Standards;
 - j. Appendix A: Non-Discrimination Statutes and Authorities.

- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j

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

- 2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be May 29, 2023. The Contractor shall substantially complete the Work not later than September 2, 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.

Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$76,214.78 (applicable sales tax included)** (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 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.~~

Contractor work is deemed complete at time of service and does not adhere to any warranty provisions.

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

Jay Fox

By: Jay Fox

Its: Division Manager

ATTEST/AUTHENTICATE:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ivan Lisanets (*Corporate Officer (Not Contract Signer)*) certify that I am the Controller (*Corporate Title*) of the corporation named as the Contractor in the Agreement attached hereto; that Jay Fox, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then Division Manager (*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)

Ivan Lisanets

Printed

Controller

Title

State of Washington)

) ss

County of Pierce)

Ivan Lisanets, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that they are Controller (*Corporate Title*) of Olson Brothers Pro-Vac, LLC (*Name of Corporation*)

Subscribed and sworn to before me this 18th day of May, 20 23

Notary Public (Signature)

Amanda R. Punsalan

Notary Public (Print)

My commission expires 10/12/2025

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 to 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. RETAINAGE: Unless the City waives the retainage requirement in accordance with RCW 39.04.155(2)(f), the City shall, pursuant to the requirements of RCW 60.28.011, retain five percent (5%) of the monies earned under this Contract, which shall be maintained by the City according to the Contractor's requested method.

23. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time

and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.

CITY OF PORT ORCHARD INSURANCE REQUIREMENTS

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

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

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

- *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

- *Employer's Liability* insurance limit of \$1,000,000 each accident, *Employer's Liability Disease* each employee \$1,000,000 and *Employer's Liability Disease* – Policy limit \$1,000,000.

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

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

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

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

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

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

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

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements

Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

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

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

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

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

CITY OF PORT ORCHARD

DECLARATION OF OPTION FOR PERFORMANCE AND PAYMENT

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.~~ **Warranty/Maintenance Bond is waived.**

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.

Jay Fox
Contractor Signature

Date 5/18/2023

Bond No. N/A

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2023 STORMWATER CATCH BASIN & PIPE MAINTENANCE
PUBLIC WORKS PROJECT NO. PW2023-011**

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 Stormwater Catch Basin & Pipe Maintenance**, Project No. **PW2023-011** ("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):

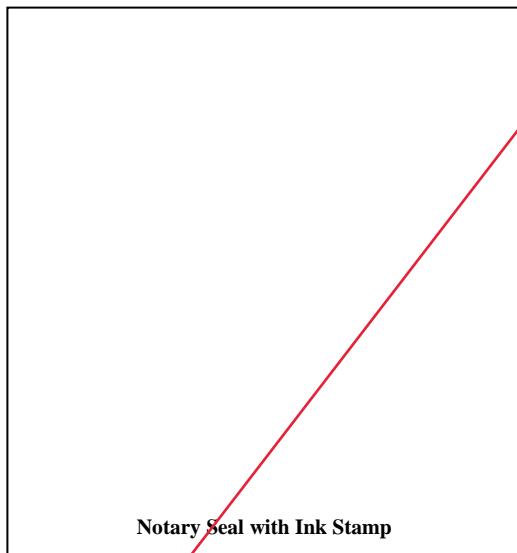
☐ _____ of _____, the
corporation,

☐ _____ 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 they are authorized to execute said instrument.

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



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

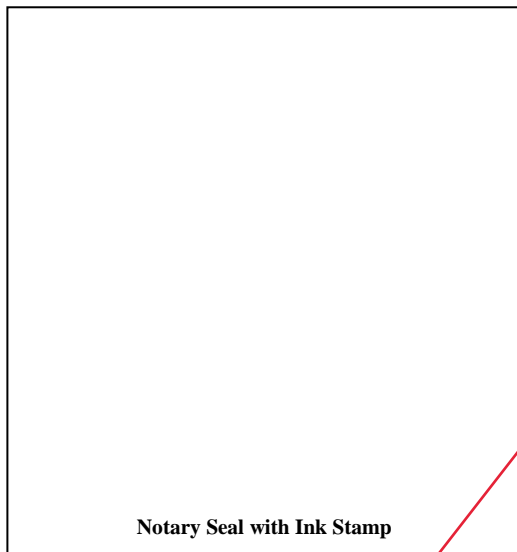
My Commission expires: _____

SURETY ACKNOWLEDGEMENT

STATE OF _____)
_____)ss.
COUNTY OF _____)

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

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



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND - WAIVED

(Note: Contractor will be required to provide a two-year warranty/maintenance bond effective at project close out prior to either release of the performance bond or release of the 10% retainage.)

PROJECT #, PERMIT #, PW2023-011

CONTRACT #

SURETY BOND #:

DATE POSTED:

EXPIRATION DATE:

RE: Project Name: 2023 Stormwater Catch Basin & Pipe Maintenance
 Owner/Developer/Contractor: _____
 Project Address: _____

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

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

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

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

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

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the

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

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and 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 they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

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

My Commission expires: _____

FORM P-2 / NOTARY BLOCK
(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

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).



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>May 23, 2023</u>
Subject:	<u>Approval of Road Closures for a Special</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>Event: Mustangs on the Waterfront</u>		<u>City Clerk</u>
	<u></u>	Atty Routing No:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: Staff received a special event application for the Mustangs on the Waterfront, a car show, scheduled for Sunday, July 30, 2023. The application state's the following:

EVENT: Mustangs on the Waterfront
TYPE: Car Show
DATE: Sunday, July 30, 2023
TIME: Setup starts at 5:00am, open to public at 7:30am until 4:30pm, cleanup to be completed by 5:30pm
LOCATION: Downtown Port Orchard waterfront parking lots 1, 2, 3, 4, and 7
CLOSURE(S): Harrison Avenue; Orchard Avenue, Frederick Street from Bay Street/SR166 to waterfront; and Sidney Avenue from Bay Street/SR166 to waterfront.

The required notice, pursuant to POMC 5.94.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City received one written comment addressing their concerns regarding this event taking place. The concern is from a local business stating that the event greatly impacts parking, as well as their employees ability to get to work.

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

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

Staff are in support of the road closures, as presented and will continue to ensure the event meets the safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: N/A

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

Motion for consideration: I move to approve the road closures for Mustangs on the Waterfront, scheduled for Sunday, July 30, 2023, as presented.

Fiscal Impact: None.

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

Attachments: Application, including maps and traffic flow maps, and comments.
Comment from a concerned business



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



Event Overview

Name of event: Mustangs on the Waterfront
Location of event: Port Orchard Waterfront
Type of Event: <input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Other: car show
Event or Organization Website: www.kitsapmustangclub.org
Description of event: This event is Kitsap Mustang Club's car show and our 35th annual show. The car show is the last Sunday in July, named and has become known as "Mustangs on the Waterfront" after relocating to the beautiful and scenic Port Orchard waterfront in July 1991. This event attracts car enthusiasts, show participants, and welcomes spectators to come and enjoy the cars. Many who support local businesses, use lodging in Port Orchard and throughout the community.

Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
July 30, 2023	July 30, 2023	5:30 am	July 30, 2023	July 30, 2023	5:30 pm	
Event Dates/Times: Indicate Dates/Times OPEN to attendees Sunday, July 2023 7:30 am to 4:30 pm				Expected Daily Attendance:		
Day:	Date:	Start Time:	End Time:	Participants	Spectators	
Sunday	7/30/2023	7:30	4:30	350	600	
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						

Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): Car show participants \$20 preregistration, \$25 day of show. Spectators no charge.		

Organization Information*

Name of Organization: Kitsap Mustang Club				
Do you have an active City Business License?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	What is your UBI number?
Point of Contact Name: Susan Stadshaug				
Street Address: P.O. Box 866			Mailing Address: (if different from street address)	
City: Tracyton	State: WA	Zip: 98393	City:	State: Zip:
Phone: 3606205864	Alternate Phone: 3606921749		Email: mustangsonthewaterfront@gmail.com	

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

Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

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

Special Event Insurance for events held at city-owned facilities can be purchased at eventinsure.hubinternational.com/.

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☒ Yes ☒ No ☐ Not Applicable

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

Gazebo to Kitsap Bank, Frederick St (Bay St to city/port parking), Harrison St (Peninsula feed to

Parking map highlighted w/details. Work together with businesses directly affected on show day.

Use of City Streets and/or State Highway

STATE HIGHWAY:

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

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

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

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

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

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

City Park(s):

☐ Van Zee Park
☐ Paul Powers Park

☐ McCormick Village Park
☐ Central Park

☐ Etta Turner Park
☐ Givens Park

☐ Rockwell Park

Parking Lot(s):

- ☒ Lot 1: between Orchard and Frederick streets on the north side of Bay Street
- ☒ Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.
- ☒ Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library
- ☒ Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park
- ☐ Lot 5: all parking on City Hall property in front of the Police department
- ☐ Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection
- ☒ Lot 7: all parking spaced located on the library property which is limited to library staff only
- ☐ Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

Sidewalk(s): N/A

Street(s): Frederick Street (Bay St to water), Sidney Avenue (Bay St to water)

Harrison (parking lot to water)

If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

Traffic Control Plan:

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

See example Site Plan. The following is required to be on the plan(s):

☐ **Detour route(s)** ☐ **Pedestrian and Bicycle routes** ☐ **Volunteers:** how many, where, how long, etc.

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

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

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

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

Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
Frederick Street	Bay St to water	N/A	7/30/2023	5:30 am	7/30/2023	5:30 pm
Sidney Avenue	Bay St to water	N/A	7/30/2023	5:30 am	7/30/2023	5:30 pm
Harrison Street	parking lot to wtr	N/A	7/30/2023	5:30 am	7/30/2023	5:30 pm

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

End time maybe be earlier as car show participants start vacating these areas at end of awards.

Alcohol Sales/Services

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

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

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

Food Sales/Service

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

Will your event have any food service and/or sales? ☒ Yes ☐ No If yes, how many: 3-4 inc. food trucks

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

Will your event have food truck(s)? ☒ Yes ☐ No If yes, how many: 2-3

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

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

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

Garbage and Recycling

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

Recycle 1 Garbage

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

Self-Haul ☒ Yes ☐ No List vendor/company, if applicable: _____

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

Existing Port and City receptacles used. Recycling (boxes, cardboard, etc.) self-haul.

Restrooms

Prove the number of restrooms that will be available to the public for your event: 12

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

Master Multi-Vendor Event License

Will your event have vendors? ☒ Yes ☐ No

3 or less

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

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

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

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

Tents

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

If yes, what is the tent size: 10x10 popups only Does the tent have sides? ☐ Yes ☒ No ☐ Not applicable

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

Event Signage

Are you planning to put up temporary signs? ☒ Yes ☐ No

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

Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: Sunday	Date: 7/30/2023	Start Time: 9:00 am	End Time: 3:00 pm
Day: Sunday	Date: 7/30/2023	Start Time: 3:00 pm	End Time: 4:30 pm
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Amplified sound (announcements and background music throughout day) about 9 am to 3 pm. Microphone used at Gazebo/Bleacher area for awards ceremony about 3 pm to 4:30 pm.			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): Five or six 15" speakers, preamplified and elevated on scissorlift provided by Mobile Sound (POC Dave Rose 360-509-9246)			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) Speakers are elevated on a scissorlift (Port Orchard Rental) positioned near library, securely positioned, pointed in all directions.			

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

Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Signage:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Public entrances and exits:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Road closures and detours:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Fire Lanes:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garbage/Recycling:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Barricades:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
First Aid:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Parking:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
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Release

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

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

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

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



Signature of President/Chair of Organization

Susan Stadshaug

Print Name

2/13/2023

Date

Mustangs on the Waterfront 2023

Parking Map details and additional information revised on 5-10-2023

First Aid Kits: Kits are staged at Gazebo and at Registration tables next to the Port Orchard Library.

Street Closures: Request waterfront entrances are closed to thru-traffic at Frederick Avenue and Sidney Avenue (Bay Street to water), and Harrison Avenue (parking lot to water). At Kitsap Bank, request thru-traffic closed off Orchard between drive-thru and Port parking to avoid traffic entering Lot 2 after 11 a.m. Car show participants will use that entrance until that time.

Show Entrance: Show cars enter at Kitsap Bank between bank and drive-thru on Orchard. Starting at 7 a.m., preregistered cars are directed left towards the front of the bank to receive their packets and staged for a scenic water view picture. Day of show entries are directed straight and staged to the right side of the Port office for a picture with a scenic flower/marina background. All participants receive their picture on a calendar and on trophies presented to award recipients on show day. Cars entering the “show site” use the turn lane eliminating disruption to traffic flow on Bay Street. Other street closures do not impact the flow of traffic along Bay Street. Car show participants arrive early to start parking at 7:00 a.m. The club vacates Kitsap Bank area by 11:00 a.m. and that parking area becomes available for visitors and spectators to use the remainder of the day.

Parking swap: The Port and City team to swap parking to allow show car parking in front of the Port office. Marina tenants park in the bank overflow parking lot across Bay Street and elsewhere on show day. The club works with the bank for permission, providing notification, and certificate of insurance. Kitsap Bank is closed on Sundays and business is not impacted on show day.

Approved/Reserved Parking Areas: Towing is arranged in advance with a local tow company to move cars onsite Sunday morning parked in lots/streets reserved for show car parking. Towing usually starts about 5 a.m. with the club’s parking team noting its location. including vehicle description, i.e., make, model, color, license #, etc. The club plans to use Leo’s Towing again this year for towing services and has for a number of years.

Mustangs on the Waterfront has significantly grown since 1991 when Kitsap Mustang Club first held their annual car show on the Port Orchard waterfront and now utilizes the waterfront area from Kitsap Bank to the Soroptimist Overlook Pavilion and from Bay Street to the water. If you have a chance, please visit on show day as Kitsap Mustang Club celebrates our 35th annual Mustang car show.

Brandy Wallace

From: Business Licensing
Sent: Tuesday, March 21, 2023 2:36 PM
To: Brandy Wallace; Tony Lang; Dan Schoonmaker; Angela Garcia; Josie Rademacher; Business Licensing; prevention@skfr.org; Kevin Futrell; Dayna Katula
Cc: Chris Esguerra; Matt Brown; Jenine Floyd; Kathy Garcia
Subject: RE: Special Event - Mustangs on the Waterfront

No, City License required. License not required nonprofit organization.

Thank you,

Susan Unser

Accounting Assistant II

City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
(360) 874-5529 / (360) 895-9029 FAX

Please visit our website at <https://portorchardwa.gov/>

From: Brandy Wallace <bwallace@portorchardwa.gov>
Sent: Friday, March 17, 2023 3:12 PM
To: Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>
Cc: Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>
Subject: Special Event - Mustangs on the Waterfront

Good afternoon,

Attached is a Special Event application and supporting documents for the Mustangs on the Waterfront taking place July 30, 2023. Please review the materials and provide me your comments by 4/5/2023.

Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO
City Clerk/Assistant to the Mayor
City of Port Orchard
Direct (360) 876-7030
Fax (360) 895-9029
www.portorchardwa.gov



CITY OF PORT ORCHARD

Public Works Director

216 Prospect Street, Port Orchard, WA 98366

Voice: (360) 876-4991 • Fax: (360) 876-4980

mdorsey@cityofportorchard.us

www.cityofportorchard.us

SPECIAL EVENT APPLICATION REVIEW

TO: City Clerk's Office

FROM: Tony Lang - Public Works Director

DATE: March 31, 2023

RE: Public Event Application – 2023 Mustangs on the Waterfront

In response to the above-referenced Special Event Application dated February 13, 2023, the City of Port Orchard Public Works Department has the following requirements that need to be met prior to approval:

Sanitation Control and Cleaning: Event sponsor and/or volunteers to provide all garbage cans for collection, cleaning, and disposal. City and POB receptacles are insufficient for the event and need to be dumped when the event is over. The Event sponsor and/or volunteers will also provide portable toilets as needed.

Road Closures:

A Traffic Control Plan for the proposed event area needs to be submitted by a professional Traffic Control Company for city review and approval. The plan needs to show all intersecting streets along Bay St that will be closed, proposed barricades/barriers blocking access, MUTC-compliant signage that provides advance warning to motorists of the upcoming street closures on Bay St, and signage/barricades preventing motorist movements onto closed streets from Bay St (turn lanes).

Advance warning NO PARKING signage needs to be placed on July 26 for the parking stalls on Frederick (north of Bay St), and Sidney Ave (north of Bay St).

Waterfront Parking Lot Closures: Appropriate waterfront parking lot closure signage (Partial Lot #1, Lot #2, Lot #3, Lot #4, and Kitsap Bank) needs to be posted on July 24th for all pending lot closures associated with the event. Towing of vehicles may be required by the event sponsor. A contingency plan needs to be developed for Lot 1 as it may be inaccessible due to the construction of the Marina LS at the time of the event. Coordination with the Port of Bremerton for the use of Lots 3 & 4 is needed as the Port will be in control of these lots at the time of the event.

Brandy Wallace

From: Dayna Katula <Dayna.Katula@kitsappublichealth.org>
Sent: Monday, March 27, 2023 1:30 PM
To: Brandy Wallace
Subject: RE: Special Event - Mustangs on the Waterfront

Hi Brandy,

Approve with the following conditions:

1. Food vendors will need to be located within 200 feet of a restroom, except food trucks are allowed to be within 500 feet of a restroom. "Restroom" means a toilet with handwashing facilities immediately adjacent to the toilet. The event coordinator may have already sited the vendors near restrooms on the map, but some parts of the map were difficult to read.
2. A vendor list that includes anyone serving food- including beer gardens, samples, or food given away at no charge- must be emailed to Dayna Katula at dayna.katula@kitsappublichealth.org at least 14 days before the event.
3. The food vendors may need a Temporary Food Establishment Permit with the Kitsap Public Health District and should apply for a permit at least 14 days before the event. If they have any questions, they can call 360-728-2235 and ask for the Food Inspector of the Day.

Thanks!

Dayna Katula, RS | Program Manager

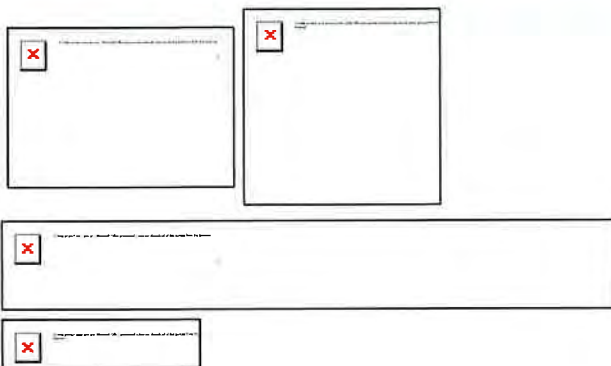
Food & Living Environment Program

Kitsap Public Health District

345 6th St., Suite 300 | Bremerton, WA 98337

(360) 728-2301 Office | (360) 633-9018 Cell | (360) 728-2235 Main

Dayna.Katula@kitsappublichealth.org | kitsappublichealth.org



From: Brandy Wallace <bwallace@portorchardwa.gov>

Sent: Friday, March 17, 2023 3:12 PM

To: Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <Dayna.Katula@kitsappublichealth.org>

Cc: Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd

Brandy Wallace

From: Hurguy, Josh <jhurguy@skfr.org>
Sent: Friday, March 24, 2023 11:20 AM
To: Brandy Wallace
Cc: Goodwin, Cody
Subject: RE: Special Event - Mustangs on the Waterfront

Good morning, Brandy,

SKFR has no concerns with this event. Any public safety concerns will be addressed in conjunction with POPD.

Thanks,

Josh

From: Brandy Wallace <bwallace@portorchardwa.gov>
Sent: Friday, March 17, 2023 3:12 PM
To: Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; Prevention <Prevention@skfr.org>; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>
Cc: Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>
Subject: Special Event - Mustangs on the Waterfront

Good afternoon,

Attached is a Special Event application and supporting documents for the Mustangs on the Waterfront taking place July 30, 2023. Please review the materials and provide me your comments by 4/5/2023.

Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO
City Clerk/Assistant to the Mayor
City of Port Orchard
Direct (360) 876-7030
Fax (360) 895-9029

<https://link.edgепilot.com/s/be916b5e/IYveIFLdXkeYmVcuk0MsdA?u=http://www.portorchardwa.gov/>

City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.

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Brandy Wallace

From: Kevin Futrell <kevinf@kitsaptransit.com>
Sent: Friday, March 24, 2023 3:38 PM
To: Brandy Wallace
Subject: RE: [EXTERNAL] Special Event - Mustangs on the Waterfront

Kitsap Transit has no issues with the proposed event.

Kevin Futrell, JD
Kitsap Transit, Transit Service Planner
360-478-6224 (office)
Intraoffice Ext. 1004
360-900-7095 (cell)

From: Brandy Wallace <bwallace@portorchardwa.gov>
Sent: March 17, 2023 3:12 PM
To: Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>
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PORT ORCHARD POLICE DEPARTMENT
SERVICE • HONOR • INTEGRITY

MEMORANDUM

TO: Brandy Wallace, City Clerk
FROM: Matt Brown, Chief of Police
SUBJECT: 2023 — Mustangs on the Waterfront
DATE: April 3, 2023

There are no additional safety concerns with the special event plan for the 2023 – Mustangs on the Waterfront. The police department will develop an internal operations plan to manage public safety the 1,000 spectators and participants anticipated to attend the event.

The following conditions need to be met before final approval:

- Event organizers, traffic control staff, and involved city Departments must meet in-person at least once during the planning process to discuss final traffic and public safety plans.
- Event organizers must provide cellular phone numbers for all lead contact persons involved with the event and with traffic control.

