



City of Port Orchard Council Meeting Agenda

November 28, 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

Denis Ryan
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/83778990173>

Zoom Meeting ID: 837 7899 0173

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 Authorizing the Purchase of Water Meters and Associated Parts from Ferguson Waterworks Via DES Contract No. 01118 (Ryan) **Page 4**

D. Adoption of a Resolution Adopting the 2024 Legislative Agenda (Wallace) **Page 9**

E. Approval of an Interlocal Agreement with Kitsap County for the Provision of Juvenile Detention Facilities (Wallace) **Page 13**

F. Adoption of a Resolution Granting Final Plat Approval for McCormick Woods North Phase III, Division 4 (Bond) **Page 26**

- G. [Approval of an Amendment to Contract No. 072-22 with Axon Enterprise, Inc. for Body-worn Cameras \(M. Brown\)](#) **Page 47**
- H. Excusal of Councilmembers Clauson and Trenary from Council Meeting for Personal Reasons

5. PRESENTATION

6. PUBLIC HEARING

- A. [Ordinance Amending Port Orchard Municipal Code Chapter 5.60 Fireworks \(Bond\)](#) **Page 55**

7. BUSINESS ITEMS

- A. [Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 5.60 Fireworks \(Bond\)](#) **Page 61**
- B. [Adoption of an Ordinance Adopting the 2023 Comprehensive Plan Amendments \(Bond\)](#) **Page 67**
- C. [Adoption of a Resolution Approving a Contract with KPFF Consulting Engineers for the SR166/Bay Street Reconstruction \(Ryan\)](#) **Page 96**
- D. [Adoption of a Resolution Adopting the City of Port Orchard 2023 Stormwater and Watersheds Comprehensive Plan \(Ryan\)](#) **Page 190**
- E. [Adoption of a Resolution Accepting the Lodging Tax Advisory Committee's Recommendation for the 2024 Funding Allocation \(Wallace\)](#) **Page 193**
- F. [Approval of a Purchase and Sale Agreement for Kitsap County Tax Parcel No. 4650-015-006-0007 for Additional Staffing Needs \(Wallace\)](#) **Page 199**

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 | December 18, 2023; 9:30am | Remote Access |
| Utilities | TBD; 5:00pm | Remote Access |
| Finance | December 12, 2023; 5:00pm | Remote Access |
| Transportation | November 28, 2023; 4:30pm | Remote Access |
| Festival of Chimes & Lights | TBD | Remote Access |

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

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

| | | |
|---------------------------|---------------------------|------------------------------|
| Land Use | December 20, 2023; 4:30pm | Remote Access |
| Lodging Tax Advisory | TBD, 2024 | City Hall with Remote Access |
| Sewer Advisory | February 21, 2024; 6:30pm | West Sound Utility* |
| Outside Agency Committees | Varies | Varies |

***West Sound Utility District, 2924 SE Lund Ave Port Orchard**



Agenda Staff Report

| | | | |
|------------------|--|-------------------|-----------------------|
| Agenda Item No.: | Consent Item 4C | Meeting Date: | November 28, 2023 |
| Subject: | Adoption of a Resolution Authorizing the | Prepared by: | Denis Ryan |
| | Purchase of Water Meters and Associated | | Public Works Director |
| | Parts from Ferguson Waterworks via | Atty Routing No: | N/A |
| | DES Contract No. 01118 | Atty Review Date: | N/A |

Summary: The Public Works and Finance Departments have jointly identified the need to upgrade the water metering system and associated parts to provide more efficient and accurate water measurement service to homes located within the City. Pursuant to Chapter 39.34 RCW, the City executed an interlocal agreement with the Washington State Department of Enterprise Services (DES) (City Contract No. C057-13) to allow the City to utilize the contracts hosted by DES for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the particular purchase or service, per RCW 39.34.030.

The Public Works Department identified Ferguson Waterworks as an approved vendor for the water meters, awarded via WA DES Contract #01118. Staff reviewed the procurement process utilized by DES for this contract to confirm the procurement requirements were met and obtained necessary documentation from DES and the vendor regarding procurement. On November 1, 2023 Public Works Department staff requested a quote from Ferguson Waterworks for IPERL water meters and associated parts. On November 15, 2023, Ferguson Waterworks provided a quote of \$38,765.70 (plus applicable tax) for a total purchase price of \$42,370.91, and staff verified this is consistent with the DES Contract pricing. The City’s Procurement Policy requires Council approval for purchase prices in excess of \$35,000.00. On November 21, 2023 the City’s Public Works Department completed the City’s Interlocal Agreement Purchase Checklist for the selected vendor.

Relationship to Comprehensive Plan: Ch 7: Utilities-Water

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the purchase of water meters and associated parts from Ferguson Waterworks through WA DES Contract #01118 for a total purchase price of \$42,370.91 (applicable tax included.)

Motion for Consideration: I move to adopt a Resolution authorizing the purchase of water meters and equipment from Ferguson Waterworks for a total purchase price of \$42,370.91.

Fiscal Impact: The meters will be reimbursed through connection fees; a budget amendment may be needed.

Alternatives: Do not approve and provide further guidance.

Attachments: Resolution
Ferguson Waterworks Quote
Interlocal Agreement Purchase Checklist

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
APPROVING THE PURCHASE OF WATER METERS AND ASSOCIATED
PARTS FOR THE PUBLIC WORKS DEPARTMENT AND DOCUMENTING
PROCUREMENT PROCEDURES.**

WHEREAS, the Public Works and Finance Departments have jointly identified the need to upgrade the water metering system and associated parts to provide more efficient and accurate water measurement service to homes located within the City; and

WHEREAS, as authorized by the City's Procurement Policies adopted by Resolution No. 073-23, the City entered into an interlocal agreement with Washington State Department of Enterprise (DES) (City Contract No. C057-13) which allows the City to utilize the contracts hosted by DES for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the particular purchase or service, per RCW 39.34.030; and

WHEREAS; the Public Works Department identified Ferguson Waterworks as an approved, qualified vendor for the desired brand of meters that are required to integrate with the City's existing system, awarded via WA DES Contract #01118; and

WHEREAS, staff reviewed the procurement process utilized by DES for this contract to confirm the applicable procurement requirements were met, and staff obtained necessary documentation from DES and the vendor regarding procurement; and

WHEREAS, on November 1, 2023, Public Works Department staff requested a quote from Ferguson Waterworks, and on November 15, 2023, Ferguson Waterworks provided a quote of \$38,765.70 (plus applicable tax) for a total purchase price of \$42,370.91, and staff verified this is consistent with the DES Contract pricing; and

WHEREAS, on November 21, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor; and

WHEREAS, the City Council has approved procurement policies which require City Council authorization for purchasing items costing \$35,000 or more; and

WHEREAS, the Ferguson Waterworks quote attached as Exhibit A is for the purchase of water meters in an amount that exceeds the \$35,000 authorization limit; 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 herein for this purchase by Resolution; **now, therefore**,

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

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

THAT: The City Council approves the purchase of water meters, from Ferguson Waterworks in the amount of \$42,370.91 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase, consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC



FEL - TACOMA WW #3156
2042 SOUTH 112TH ST
TACOMA, WA 98444-0000

Phone: 253-538-8275
Fax: 253-531-9909

Deliver To:
From: Doug Schrock
Comments:

17:32:12 NOV 15 2023

Page 1 of 1

FERGUSON WATERWORKS #3156

Price Quotation

Phone: 253-538-8275

Fax: 253-531-9909

Bid No: B005738
Bid Date: 09/18/23
Quoted By: DGS

Cust Phone: 360-876-4407
Terms: NET 10TH PROX

Customer: CITY OF PORT ORCHARD
METER ACCOUNT
216 PROSPECT ST
PORT ORCHARD, WA 98366

Ship To: CITY OF PORT ORCHARD
METER ACCOUNT
216 PROSPECT ST
PORT ORCHARD, WA 98366

Cust PO#: SENSUS

Job Name: 520M & UNIPRO

| Item | Description | Quantity | Net Price | UM | Total |
|------------------|--|----------|-----------|----|----------|
| S5396353752201MI | M520M-F1-TC-X-E-MI 1P PIT W-ID/LD ---- | 120 | 178.500 | EA | 21420.00 |
| SI5S1FDXX | LF 5/8X3/4 IPERL 1CF SM 6 2W PROGRAMMED TO 1000 GAL | 48 | 175.680 | EA | 8432.64 |
| S5396353752201MI | M520M-F1-TC-X-E-MI 1P PIT W-ID/LD ---- | 48 | 178.500 | EA | 8568.00 |
| S5191016200003 | COMM TOOL UNIPRO2 USB CON R2 100A ---- | 1 | 345.060 | EA | 345.06 |
| | PRICING PER STATE CONTRACT 01118 | | | | |

Net Total: \$38765.70
Tax: \$3605.21
Freight: \$0.00
Total: \$42370.91

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1604&on=987>

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: C057-13

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name):
Department of Enterprise Services (DES)

Item Description: IPERL Water Meters and Associated Parts

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

- ☒ If yes, where is it filed: Clerk's office
☐ If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No.: 01118

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

Is this a technology contract?

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

Is this a services contract?

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

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

- ☐ If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

Checklist for Required Compliance

| | | | |
|--|------------------------------|-----------------------------|--|
| Is the Host agency a public agency ¹ ? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, what state laws apply to Host Agency: |
| Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file |
| Did they list on the public agency's website? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid. |
| Did the bid & award comply with the Host agency's state procurement laws? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid. |

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



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

Agenda Staff Report

| | | | |
|------------------|--|-------------------|----------------------------|
| Agenda Item No.: | <u>Consent Agenda 4D</u> | Meeting Date: | <u>November 28, 2023</u> |
| Subject: | <u>Adoption of a Resolution Adopting the</u> | Prepared by: | <u>Brandy Wallace, MMC</u> |
| | <u>2024 Legislative Agenda</u> | | <u>City Clerk</u> |
| | <u></u> | Atty Routing No: | <u>N/A</u> |
| | <u></u> | Atty Review Date: | <u>N/A</u> |

Summary: In order to lay a foundation for success for legislative action and/or funding, it is crucial that the City adopt a legislative agenda with ample time for the Mayor, Councilmembers, and GTH-GA lobbyists to communicate with the City legislative delegation prior to the start of the session.

On September 26, 2023, Josh Weiss and Annika Vaughn, with Gordon Thomas Honeywell-Governmental Affairs, the City’s Lobbyists, provided a presentation on the 2023 Legislative Session, as well as a few potential legislative priorities. Discussion was held regarding Foster Pilot Program, Vehicular Pursuits, Housing Mandates/Local Control, Sedgwick Roundabouts, ALEA Grant, Port of Bremerton Breakwater Project, and Homelessness. On November 21, 2023, they presented a draft 2024 Legislative Agenda for consideration. Therefore, the 2024 Legislative Agenda has been prepared and ready for consideration.

Recommendation: Staff recommend adoption of a Resolution, adopting the 2024 Legislative Agenda, as presented.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: I move to adopt a Resolution, thereby approving the 2024 Legislative Agenda, as presented.

Fiscal Impact: N/A

Alternatives: Do not adopt Resolution or modify.

Attachments: Resolution and Legislative Priorities.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING
THE 2024 LEGISLATIVE AGENDA.**

WHEREAS, since 2011, the City has hired Gordon Thomas Honeywell Government Affairs to provide benefit to the citizens by having expertise and guidance of a lobbying firm that would assist the Mayor and staff in accomplishing the goals and objectives of the City to State legislators; and

WHEREAS, each year, the firm continues to advocate for important legislative priorities of the City; and

WHEREAS, on September 26, 2023, Josh Weiss and Annika Vaughn, with Gordon Thomas Honeywell-Governmental Affairs, the City's Lobbyists, provided a presentation on the 2023 Legislative Session; and

WHEREAS, on November 21, 2023, at the City Council Work Study meeting a draft was presented with some suggested items for the 2024 legislative item, therefore attached, labeled as Exhibit A, lists the legislative items, now, therefore;

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

THAT: The City of Port Orchard hereby adopts the 2024 Legislative Agenda, attached as Exhibit A.

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 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



CITY OF PORT ORCHARD

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cityhall@portorchardwa.gov
www.portorchardwa.gov

2024 Legislative Priorities

Port Orchard Community Event Center

The City received \$1.2 million in the 2021 Capital budget to begin work on the Port Orchard Community Event Center. This master-planned project will feature an indoor events space, space for the Kitsap Library, new headquarters for Kitsap Bank, opportunities for residential/mixed use development, and a flexible community plaza allowing for outdoor concerts, events, and other community gatherings centered around a revitalized waterfront, in addition to parking and pedestrian improvements. With this state investment, competitive grant funding, private and local match, the City has made significant headway on the project, which is well into the design phase. The City anticipates completing design, planning, and pre-construction by the end of 2024 and will seek state investment for construction in the 2025 Legislative Session.

Bay Street Sea Level Rise – Resilience Funding

The City is working to mitigate the impacts of sea-level rise in downtown Port Orchard. With existing infrastructure, sea-level rise could prevent access to existing businesses, the waterfront, and inhibit pedestrian and automobile mobility through one of the City's main thoroughfares. The City has received federal funding for design and partial construction to raise Bay Street, utilities, and adjacent businesses, which runs East-West along the City waterfront, to ensure public access is maintained. The City is likely to seek state funding for the remainder of construction costs for this project in the 2025 Legislative Session, when design is complete.

Vehicular Pursuits

The City supports revision of the state vehicular pursuits statute to ensure cities can address rising public safety concerns in their jurisdictions, including clarifying that officers are able to pursue wrong-way drivers, and adding vehicular theft to the list of crimes for which an officer may pursue.

Police Training Academy and BLEA

The City appreciates recent state investment towards addressing shortages of public safety personnel in local jurisdictions. The City asks the Legislature to continue funding additional regional Law Enforcement Training Academies, such as what was funded in Vancouver, Skagit County, and Pasco in the 2023 Legislative Session, and asks for continued investment in additional Basic Law Enforcement Academy Classes to reduce the shortage of law enforcement officers statewide.

Funding for Substance Use Disorder Treatment and *Blake* Implementation

Cities are beginning to experience increased public safety costs associated with implementing Senate Bill 5536, responding to the *State v. Blake* decision, enacted in the 2023 Legislative Session and effective August 2023. The City of Port Orchard joins other cities in requesting the State adequately fund increased costs passed down to cities, including costs of ramping up substance use disorder (SUD) treatment, funding for therapeutic and other alternative courts, and costs associated with additional simple possession caseload in municipal courts.

Foster Pilot Program

The City of Port Orchard was chosen by the state for a water resource mitigation pilot project to address municipal water supply challenges after the Foster decision. The City has invested over \$1 million in City funds for this pilot project, which to-date has not resulted in Ecology-approved water supply. The Foster Legislative Task Force published recommendations to the Legislature prior to the 2023 Legislative Session, but the Legislature did not advance any policy related to municipal water rights. The Legislature must adopt solutions providing municipalities a path to sustainable water permitting and usage, as required to accommodate growth under the Growth Management Act, and if necessary, provide a pathway for approval of the City's mitigated water supply project.

Sedgwick Roundabouts at SR-16/SR-160 Intersections

Though the Legislature made significant investments in the Move Ahead Washington package, much of this funding did not address ongoing transportation needs for local governments, including maintenance and preservation, fish passage, and projects improving highway safety and congestion relief. Sedgwick Road (State Route 160) and State Route 16, traverse the City and serve as both regional and local thoroughfares. To mitigate congestion along these state routes, the City proposes two compact roundabouts at the SR-16 and SR-160 interchanges. Prior to current inflation rates, the project was estimated to cost \$6 million. The City has funded temporary improvements to these intersections to provide short-term relief; however, the City requires additional investment to complete long-term improvements. Port Orchard asks the State to look for opportunities to fund this important project.

The City of Port Orchard supports the Association of Washington Cities' legislative agenda.



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 4E
Subject: Approval of an Interlocal Agreement with
Kitsap County for the Provision of Juvenile
Detention Facilities

Meeting Date: November 28, 2023
Prepared by: Brandy Wallace
City Clerk
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The current contract is set to expire on December 31, 2023. Before you is an interlocal agreement with Kitsap County to provide for the secure custody of juvenile criminal offenders. The agreement will be for one year starting January 1, 2024, with 3 options for renewal. The rates are set out in the agreement based on the need of bed-days.

Recommendation: Staff recommends the council approve this contract.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor execute an interlocal agreement with Kitsap County to provide for the secure custody of juvenile criminal offenders, as presented.

Fiscal Impact: Services have been included in the 2023/2024 Biennial Budget.

Alternatives: Not approve the contract and lose the ability to house juvenile criminal offenders.

Attachments: KC-070-24 Contract

KC-070-24
AGREEMENT FOR PROVISION OF JUVENILE DETENTION FACILITIES
BETWEEN KITSAP COUNTY AND THE CITY OF PORT ORCHARD

This AGREEMENT FOR THE PROVISION OF JUVENILE DETENTION FACILITIES ("Agreement") is entered into by and between Kitsap County ("County"), a political subdivision of Washington State, and the City of Port Orchard, a municipal corporation of Washington State ("City").

RECITALS

WHEREAS, the County is authorized by law to operate the Kitsap County Juvenile Detention Facility ("Detention Facility") to confine juvenile offenders;

WHEREAS, the City does not possess sufficient facilities to confine juvenile offenders;

WHEREAS, the County has space available in its Detention Facility and is amenable to making such space available to confine the City's juvenile offenders, pursuant to the lawful authority of the City, for a rate of compensation as mutually agreed to by the parties; and

WHEREAS, the County and the City have determined that it would be mutually beneficial to the parties to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.1 "Admitted" or "Admission" of the Juvenile by Kitsap County will occur when the Detention Facility staff has advised City's Representative that the Juvenile presented to the Detention Facility for confinement has been accepted for admission by the Detention Facility, the booking process completed, and Kitsap County has taken physical control of the Juvenile.
- 1.2 "Additional Health Care Services" means any medical, mental health, dental or other form of health care and/or treatment provided to a Juvenile not routinely provided by Kitsap County's in-house health care provider in the Detention Facility, regardless of where such services are provided including, without limitation, emergency medical services, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral.
- 1.3 "Bed-Day" means any consecutive period of time exceeding 12 hours during which a Juvenile is in the custody of the Kitsap County Juvenile Department Detention Facility, which includes booking.
- 1.4 "Booking" means the process in which the Juvenile's personal data is recorded, the City's Representative confirms the Juvenile's identity and the lawful basis for confinement, and any other screening process routinely required by the Detention Facility prior to Admission.
- 1.5 "City Representative" means an authorized member of the City of Port Orchard Police Department or other authorized representative of the City.

- 1.6 "Detention Facility" means Kitsap County Juvenile Department Detention Facility.
- 1.7 "Detention Manager" means the Manager of the Kitsap County Juvenile Detention Facility or his/her designee.
- 1.8 "Gravely Disabled" means a person who, as a result of a mental disorder, is in danger of serious physical harm resulting from a failure to provide for his/her essential human needs of health or safety; or manifests severe deterioration in routine functioning evidenced by repeated and escalating loss of cognitive or volitional control over his/her actions and is not receiving such care as is essential for his/her health or safety.
- 1.9 "Juvenile" means a youth under the chronological age of eighteen years of age arrested on a Port Orchard warrant or by the City's law enforcement officers for violation of a law for which confinement of a juvenile is lawful.
- 1.10 "Partial Bed-Day" means any consecutive period of time of 12 hours or less during which a Juvenile is in the custody of the Kitsap County Juvenile Detention Facility, which includes Booking.

SECTION 2 SERVICES

- 2.1 This Agreement is limited to the detention of juveniles for offenses which are within the jurisdiction of, and charged within, the Port Orchard Municipal Court under RCW 13.040.030(1)(e)(iii).
- 2.2 The County agrees to accept Juveniles for confinement in the Detention Facility and the City agrees to compensate the County for such services as provided in this Agreement.
- 2.3 Confinement of a Juvenile will not exceed thirty (30) consecutive calendar days, unless otherwise agreed to by the County on a case-by-case basis.
- 2.4 The County will provide the Juveniles confined in the Detention Facility with access to the same education, medical, dental, and other services provided to other juveniles confined in the Detention Facility as required by law and County policy and procedures.
- 2.5 Juvenile Compliance. All Juveniles confined in the Detention Facility shall be subject to and expected to comply with all Detention Facility rules, including those related to discipline, emergency, safety and security rules.
- 2.6 Juveniles Exceeding 18 years. Upon the prior written request from the City, the County may continue to confine the City's Juveniles in the Detention Facility beyond the age of 18 years, but in no event older than 21 years of age.
- 2.7 Right of Refusal. The County at all times and for all purposes under this Agreement retains the absolute right in its sole discretion to reject, limit, or revoke the acceptance of any or all Juvenile(s), or any other person, for confinement in the Detention Facility at any time and for any reason whatsoever.
- 2.8 Non-Detention Services. Court services, probation services, or the like, shall continue to be the sole responsibility of the City and are not subject to this Agreement.

SECTION 3 TERM

This Agreement shall commence on January 1, 2024, and terminate on December 31, 2024, unless terminated or extended. This Agreement may be extended for additional consecutive one (1) year periods at the mutual written agreement of the parties, not to exceed a total of three (3) years. Neither party has an obligation to extend this Agreement.

SECTION 4 TERMINATION

This Agreement may be terminated by either party, at the mutual convenience of the party, upon 60 days prior written notice to the Contract Representative of the other party. The notice shall identify the specific plan for accommodating the removal of the Juveniles affected by the termination. In the event of termination, the City shall at its own expense, transport the Juveniles from the Detention Facility on or before the effective date of the termination.

SECTION 5 COMPENSATION AND BILLING

- 5.1 Bed-Day Rate/Housing. The City shall pay the County a basic fee of One Hundred Fifty Dollars (\$150.00) per bed-day for every Juvenile confined in the Detention Facility.
- 5.2 Partial Bed-Day Rate. The City shall pay the County a partial bed-day fee of Seventy-five Dollars (\$75.00) per partial bed-day for every Juvenile confined in the Detention Facility.
- 5.3 Method of Billing. County will invoice the City monthly for amounts due the County under this Agreement for services provided in the previous month. Such fees shall be due and payable by the City within thirty (30) days from the billing date. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the City shall be responsible for the payment of all collection costs, including reasonable attorney fees, associated with the collection of late payments.
- 5.4 Annual Increase. The bed-day and partial bed-day rate shall be increased annually by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor for the prior 12-month period ending in December; provided, however, the increase shall not be more than six percent (6%) of the amount for the prior year.
- 5.5 Other Costs. The City shall promptly pay all other costs, including those for Additional Health Care Services to the County or third parties as provided herein.

SECTION 6 PRESENTATION AND ADMISSION

- 6.1 Prior Verification. Prior to presenting a Juvenile for confinement, the City's Representative shall contact the Detention Facility and obtain verification from the Detention Manager that the Detention Facility may Admit the Juvenile for confinement and ensure the order authorizing confinement contains a provision authorizing the Detention Manager to provide emergency medical treatment to the Juvenile. Prior verification does not guarantee Admission by the Detention Facility.
- 6.2 Presentation. When presenting a Juvenile to the County for confinement, the City Representative shall remain at the Detention Facility with the Juvenile and comply with all requirements of this Section and all Detention Facility procedures and rules until the Juvenile has been admitted.

6.3 Prohibitions

- A. Any Juvenile who is unconscious, under the influence of alcohol and/or drugs (as determined by Kitsap County), or Gravely Disabled may not be Admitted into the Detention Facility.
- B. Any Juvenile with significant injuries, or who reports that he/she is currently experiencing significant medical or mental health issues, may be Admitted in the Detention Facility only when the Juvenile has been medically cleared for confined Detention by a medical doctor, nurse practitioner, or other equivalent medical personnel, and approved by Kitsap County.

6.4 Certification. The City is at all times solely responsible for determining that all Juveniles presented by City Representatives to the County for confinement are lawfully detained and confined, and certifies the same by the act of presenting the Juvenile for confinement to the Detention Facility. The City shall defend, indemnify and hold the County harmless as provided herein for any claim or action resulting from the detention of a Juvenile wrongfully presented by the City, or its representative, to the County for confinement.

6.5 Intake Assessment. When presenting a Juvenile to the Detention Facility for confinement, the City's Representative shall provide the Detention Facility staff with the following:

- A. Duration/Conditions - provide copies of all records in the possession pertaining to the Juvenile's confinement, which includes without limitation, all relevant court orders which identify the duration and other terms of confinement.
- B. Emergency Medical Treatment - ensure the order of confinement contains authorization for Director of Kitsap County Juvenile Detention Facility to provide the Juvenile emergency medical treatment.
- C. Intake Assessment - provide all information requested on the Detention Facility Intake Assessment attached hereto as **Exhibit A**.
- D. Parental Consent (Medical Treatment) - provide a signed copy of the Parental Consent for Medical Treatment and a copy of any medical insurance coverage information for the Juvenile in the event the Juvenile requires medical treatment while in the Detention Facility. See **Exhibit B - Parental Consent for Medical Treatment**. The City is and remains responsible for obtaining all consents and providing medical insurance coverage information.
- E. Medical/Mental Health Status - provide a copy of the Juvenile's medical records in the City's possession and advise the Detention Facility staff of all information known about a Juvenile's medical and mental health status (current and historical), including the Juvenile's psycho-sexual history.
- F. Drugs/Alcohol - inform the Detention Facility staff of all information known about the Juvenile's alcohol and drug usage (current and historical).
- G. ADA Accommodations - inform the Detention Facility staff of any known accommodation needs of the Juvenile consistent with the requirements of the Americans with Disabilities Act.

- H. Information - provide all relevant information available regarding the Juvenile and such other information/documentation routinely required by the Detention Facility.
- 6.6 Admission. The City's Representative transporting the Juvenile to the Detention Facility shall remain at the Detention Facility with the Juvenile until advised by the Detention Facility staff that the preliminary portion of the booking procedure has been completed and the Juvenile has been admitted into the Detention Facility.
- 6.7 Personal Property. Upon Admission of the Juvenile for confinement, County agrees to accept and store the Juvenile's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require approval from County. Any personal property not removed from the Detention Facility by the Juvenile upon the Juvenile's release from the Detention Facility will be deemed to be abandoned and automatically become the property of the County without the requirement of further court action.
- 6.8 Notice. The County will use reasonable efforts to advise the City if a Juvenile is being detained by another law enforcement agency on a warrant issued by the City.

SECTION 7 LEGAL REPRESENTATION- JUVENILE

The City shall be responsible for responding to requests for legal assistance or legal representation made by the Juvenile confined in the Detention Facility. The County will notify the City of any requests for legal assistance or legal representation made by a Juvenile to a County detention officer.

SECTION 8 TRANSFER AND RELEASE

- 8.1 Release. The Juvenile may be released from confinement from the Detention Facility as provided below:
- A. Request by City. The Juvenile may be released to the City's Representative upon written direction or verified verbal direction from the City's Representative.
 - B. Court Order/Bail. The Juvenile may be released by valid court order or posting of bail.
 - C. Treatment. The Juvenile may be released due to medical, mental health, dental treatment or any other health care services not available within the Detention Facility.
 - D. Emergency/Catastrophe. The Juvenile may be released in the event of any emergency or catastrophic condition occurring that poses a reasonably imminent danger to the safety of the Juvenile or County personnel. The decision to release or remove persons from the Detention Facility will be at the sole discretion of the County. In such cases, the County will provide the City reasonable notice of the removal and shall exercise reasonable care for the safekeeping and custody of the Juvenile(s) so removed.
- 8.2 Resumption of Custody. The City shall be deemed to have resumed custody of the Juvenile upon the County's presentation of the Juvenile to the City, or upon the City's Representative taking physical control of the Juvenile.

SECTION 9 TRANSPORTATION AND SECURITY

- 9.1 Transportation. Unless otherwise agreed, the City shall be responsible for all transportation of

Juveniles, which includes the delivery and pickup of the Juveniles for all purposes under this Agreement.

- 9.2 Release. A City Representative shall be promptly available to pick up the Juvenile when released from the Detention Facility, regardless of the basis of the release. Promptly available means immediately available, and in no event longer than four (4) hours after the City receives notice from the County of the Juvenile's release. Notice for this purpose may be a written or oral notice from the Detention Facility to the City.
- 9.3 Reimbursement – Transportation/Security. In the event that Kitsap provides the transportation, regardless of the reason, the City shall be required to reimburse Kitsap for all costs of transportation and associated security incurred by Kitsap to secure emergent medical evaluations, emergency treatment and to support the reasonable necessary operational needs of the Detention Facility. The cost for transportation and custodial security time performed by Kitsap staff shall be the Internal Revenue Service mileage rate in effect at the time of the service performed and the current cost to provide a detention officer (currently \$40.14 per officer per hour).

SECTION 10 HEATH CARE

- 10.1 Services Provided. Upon County's Admission of the Juvenile, the County will provide the Juvenile at no additional charge the routine medical services that are readily available to other detainees from the County's in-house third-party health care provider for which the health care provider does not render a separate billing for providing such service to a detainee. Services for which a separate billing is provided are considered Additional Health Care Services.
- 10.2 Reimbursement. The City shall reimburse County for its proportion of all Additional Health Care Services and associated costs and expenses in providing such services to a Juvenile. Reimbursement shall be paid directly to the County or third parties, as directed by the County.
- 10.3 Hospitalization. In the event a Juvenile is hospitalized, the County will advise the City. The City's Representative will advise the County if the City will be providing the security or requests the County to do so. If the City is to provide the custodial security, the Juvenile shall be released to the custody of the City. If the County agrees to provide the custodial security for the Juvenile, the City shall be responsible for reimbursing the County for all costs associated with the transportation and custodial security, as provided in Section 9.
- 10.4 Emergency/Non-emergent Care (outside) Facility – Notification. The County will use reasonable efforts to notify the City within four (4) business hours of transport (Monday- Friday, 9am- 5pm) of emergent care for a Juvenile outside the Detention Facility. For non-emergent care outside of the facility, the County will use reasonable efforts to notify the City before noon on the next business day after the transport occurs. Lack of notice will not relieve the City of its reimbursement obligations to Kitsap County.
- 10.5 No Waiver of Right to Seek Reimbursement. Nothing in this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, or from the Juvenile, his or her parent/guardian, or any other responsible third-party.

SECTION 11 INSURANCE AND INDEMNIFICATION

- 11.1 Insurance. The County and City shall maintain, throughout the term of this Agreement,

insurance adequate to protect both parties against claims that may arise as a result of the performance of this Agreement. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect the County and the City against loss, and as ordinarily carried by municipalities engaged in similar operations. Upon request of the other party, the County and City shall provide evidence of liability coverage.

- 11.2 Indemnification. The City agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense whatsoever, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from: i) the City's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the City, its appointed and elected officials, employees and agents; ii) the wrongful detention of a Juvenile as a result of the City's actions or failure to act; and/or iii) failure or refusal to timely release a Juvenile as a result of the City's actions or failure to act.
- 11.3 To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Kitsap County, its officers, agents, or employees, the City's indemnification obligation hereunder shall be limited to the City's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- 11.4 Kitsap County agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from: i) Kitsap County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of Kitsap County, its appointed and elected officials, employees and agents; ii) wrongful detention of a Juvenile as a result of Kitsap County's actions or failure to act; and/or iii) Kitsap County's failure or refusal to timely release a Juvenile.
- 11.5 To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the City, its officers, agents, or employees, Kitsap County's indemnification obligation hereunder shall be limited to Kitsap County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- 11.6 Solely for the purposes of this indemnification provision, the City expressly waives any immunity derived from Title 51 (Industrial Insurance) of the Revised Code of Washington or the City's equivalent thereof, and acknowledges that this waiver was mutually agreed upon by the parties.
- 11.7 Obligations/Notice of Claim. County will provide the City notice of the assertion of liability by a third party that may give rise to a Claim by County against the City based on the indemnity contained herein. City shall promptly advise County in writing, which shall in no event exceed 14 calendar days from the notice date, whether City accepts or denies tender of the claim. City shall reimburse County for all fees and costs of defense whether incurred before or after the notice of claim. City shall keep County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The

County at all times reserves the right, but not the obligation, to participate in the defense and such participation shall not constitute a waiver of City's indemnity and defense obligations under the Contract.

SECTION 12 GOVERNING LAW

Governing Law/Venue. The Agreement, and the Juvenile(s) confined under this Agreement, shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions. Any action arising out of, related to or in connection with this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

SECTION 13 CONTRACT REPRESENTATIVES

Unless otherwise provided herein, any required notice will be in writing and deemed given and received either on the date personally served to the other party's Contract Representative or on the third day after the date of the postmark of deposit by registered or certified first-class U.S. mail, postage prepaid and properly addressed to the Contract Representative as follows:

County

Michael S. Merringer, Director
Kitsap County Juvenile and Family Court Services
1338 SW Old Clifton Road
Port Orchard, WA 98367

City

Matt Brown, Chief of Police
Port Orchard Police Dept.
546 Bay Street
Port Orchard, WA 98366

SECTION 14 NON-DISCRIMINATION

The parties in the performance of this Agreement shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

SECTION 15 INDEPENDENT CONTRACTOR

For all purposes, each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, or subcontractor of one party shall not be deemed or construed to be the employee, agent or subcontractor of the other for any purpose whatsoever including responsibility for any federal or state tax, industrial insurance or social security liability.

SECTION 16 ACCESS AND RECORDS

- 16.1 Access - Detention Facility. The City shall have the right to inspect, at mutually agreeable times, the Detention Facility in order to confirm the County maintains standards acceptable to the City and that its detainees are treated appropriately. The County agrees to manage, maintain and operate its Detention Facility consistent with applicable federal, state and local laws.
- 16.2 Access to Juveniles. City law enforcement shall have the right to interview Juveniles at any reasonable time within the Detention Facility and the option to use the Detention Facility interview rooms.
- 16.3 Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each Juvenile consistent with the record keeping by the County for all other detainees. The County will keep records of all medical, mental health or dental services it

provides to a Juvenile as required by law. The County agrees to share all information, including insurance information, regarding a Juvenile with the City as authorized by law.

SECTION 17 GENERAL PROVISIONS

- 17.1 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party including acts of God, terrorism and other acts of public enemy, war, epidemics or quarantine restrictions.
- 17.2 No Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.
- 17.3 Priority. The Detention Facility policies and rules shall apply for all purposes, unless they conflict with the terms and conditions of this Agreement. In the event of conflict, this Agreement will control.
- 17.4 Modification. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by both parties.
- 17.5 Assignment/Delegation. Neither party may assign or delegate its rights, nor its responsibilities under this Agreement to a third party, without the prior written consent of the other party. Any purported assignment or delegation in violation of the subsection is void.
- 17.6 Severability. The provisions of this Agreement are severable. Any term or condition of the Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
- 17.7 Third-Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the County and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and the City, and not for the benefit of any other party.
- 17.8 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 17.9 Entire Agreement. The parties acknowledge that this Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded.
- 17.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the

application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

- 17.11 Counterparts/Electronic Signatures. This Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 17.12 Survival. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive such as references to compensation and indemnification. Those provisions include, but are not limited to, Sections 5 (Compensation and Billing), 6 (Presentation and Admission), 9 (Transportation and Security), 10 (Health Care), 11 (Insurance and Indemnification), 12 (Governing Law), 15 (Independent Contractor), and 17 (General Provisions).
- 17.13 Authorization. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

Approved and Executed this ___ of _____, 2023

CITY OF PORT ORCHARD

ROB PUTAANSUU, Mayor

ATTEST:

Brandy Wallace, City Clerk

Approved and Executed this ___ of _____, 2023

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

CHARLOTTE GARRIDO, Chair

KATHERINE T. WALTERS, Commissioner

CHRISTINE ROLFES, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

DETENTION FACILITY INTAKE ASSESSMENT

| | | |
|-----------------|-----------|--------|
| Juvenile Name: | DOB: | JCS #: |
| Address | Phone: | |
| Legal Guardian: | LG DOB: | |
| Address: | LG Phone: | |

Examiner's Observations

| | | | |
|---------|---|-----|----|
| Vitals: | Temp: _____ Height: _____ Weight: _____ | | |
| 1. | Consciousness concerns (e.g. unable to speak smoothly / with coherent thought) <i>Describe:</i> | Yes | No |
| 2. | Signs of drug or alcohol withdrawals (e.g. seizure, shakes, pinpoint pupils, vomiting) <i>Last alcohol or substance use (what/when):</i> | Yes | No |
| 3. | Injury / trauma concerns (e.g. sign of head injury or open wounds) <i>Describe:</i> | Yes | No |
| 4. | Breathing concerns (e.g. unable to complete sentences, or alters posture to breath) <i>Describe:</i> | Yes | No |
| 5. | Infection concerns (no fever, night sweats, weight loss, cough, vomiting, diarrhea) <i>Describe:</i> | Yes | No |
| 6. | Acute skin concerns (e.g. spreading rash, swelling, discharge, needle marks) <i>Describe:</i> | Yes | No |
| 7. | Currently pregnant <i>First day of last period:</i> | Yes | No |

→ If "Yes" to any, follow ER protocol and inform on-call PCHS medical provider that day

| | | | |
|----|--|-----|----|
| 8. | Acute behavioral concerns (e.g. suicidal ideation or assaultive) <i>Describe:</i> | Yes | No |
|----|--|-----|----|

→ If "Yes", follow ER protocol and inform County Behavioral Health Provider that day

| | | | |
|-----|---|-----|----|
| 9. | PHYSICAL HEALTH CONCERNS: (Circle any / all that apply) (Asthma, Diabetes, Seizures, Kidney / Liver problems, HIV, TB, hepatitis) | Yes | No |
| 10. | MENTAL HEALTH CONCERNS: (Circle any/all that apply) (Bipolar, Eating disorder, PTSD, Psychosis, Overdose history, Suicidal ideation) | Yes | No |
| 11. | Food, Drug, Latex Allergies (list below) | Yes | No |
| | Allergy: _____ Reaction: _____ | | |
| | Allergy: _____ Reaction: _____ | | |
| 12. | Medications (list below) | Yes | No |
| | Name: _____ Dose: _____ Freq: _____ | | |
| | Name: _____ Dose: _____ Freq: _____ | | |
| | Name: _____ Dose: _____ Freq: _____ | | |

→ Call PCHS at time of booking if detainee has medications but NOT with them!

| | | |
|--------------------|-------|-------|
| Detention Officer: | Date: | Time: |
|--------------------|-------|-------|

PARENTAL CONSENT FOR MEDICAL TREATMENT

KITSAP COUNTY JUVENILE DETENTION CENTER HEALTH SERVICES

Parental Consent for Medical Treatment

I, _____, parent/legal guardian of _____, a detainee at the Kitsap County Juvenile Detention Facility (KCJDF), do hereby give my consent for routine and/or emergent medical or dental care and/or immunizations, as deemed necessary by the Health Services staff or the Detention Specialist staff.

- In the event my child develops a medical or dental problem beyond the capabilities of the KCJDF Health Services, I authorize the medical or dental facility and the medical or dental provider to which my child is referred, to evaluate and treat as indicated.
- I further authorize the medical or dental facility and the medical or dental provider to release such information as may be needed for the completion of hospital claims, to any insurer or to the KCJDF and Health Services staff for the determination of follow-up treatment.
- I also agree to be financially responsible for any and all medical and dental care, including prescriptions that may be necessary for my child.
- I further authorize the KCJDF staff, under the direction of the Health Services staff, to administer any approved prescription or over-the-counter medications, to my child pursuant to the prescribed medical indications and directions on the container. All approved medications given my child shall be appropriately recorded.

*PARENT NOTIFICATION:

- _____ HIPAA rights notification available online and/or available for print upon request
- _____ Visitation times and procedure have been explained
- _____ Court time and/or probable-cause weekend procedure has been explained

Medical Insurance: _____ Group: _____ Policy #: _____

CARE TEAM:

Primary care provider (PCP): Name: _____ Phone: _____

Specialists: Name: _____ Phone: _____

Case manager (DSHS, school, etc)? Name: _____ Phone: _____

**Health Services staff to notify / coordinate efforts with care team outside detention center as able / appropriate.*

Other information we should know about your child? _____

This authorization is valid from this date of this authorization until the minor has completed all detention time under this Cause Number as ordered by the Court, or until the minor has reached the age of consent.

Parent / Guardian / Other _____ Date _____ Time _____

Detention Officer/Probation Officer _____ DO# _____ Date _____ Time _____

VERBAL Consent

Verbal consent given by _____, parent and/or legal guardian of named juvenile, for the medical and/or dental care listed above by telephone conference with the Detention Intake Officer(s).

(Two Detention Officers' signatures are required when receiving verbal medical consent)

Detention Officer #1 _____ DO# _____ Date: _____ Time: _____

Detention Officer #2 _____ DO# _____ Date: _____ Time: _____

Updated for use effective 12/01/2023



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 Item 4F
Subject: Adoption of Resolution Granting
Final Plat Approval for McCormick
Woods North Phase III, Division 4

Meeting Date: November 28, 2023
Prepared by: Nick Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On September 19, 2023, McCormick Development Corporation, LLC, a successor owner to Doug Skrobut and GEM 1, LLC, of property identified as McCormick Woods North Phase III, Division 4 (a portion of McCormick North Phase III), submitted an application for final plat approval for the McCormick Woods North Phase III, Division 4 project. 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 McCormick Village was issued on October 15, 2021.

The final plat for the McCormick Woods North Phase III, Division 4 subdivision creates 54 single-family residential lots and three 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 or bonded for roadway illumination, roads, sidewalks, landscaping, water and sewer, and storm drainage improvements, and the City has received acceptable bonds guaranteeing completion of any improvements not yet completed. Streets within this final plat are for public use and will be accepted into the City's road system.

Recommendation: Adoption of a resolution, granting approval of the final plat of Plat of McCormick Woods North Phase III, Division 4.

Motion for consideration: I move to adopt a resolution, as presented, granting final plat approval for McCormick Woods North Phase III, Division 4.

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

Alternatives: Approval with added conditions.

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 54-LOT AND THREE-TRACT PLAT KNOWN AS MCCORMICK WOODS NORTH
PHASE III, DIVISION 4**

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 4 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 September 19, 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 4, for the subdivision of 54 single-family residential lots, three 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 4 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 4 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 4, as illustrated and as legally described in Exhibit A, attached hereto; and

THAT: The McCormick Woods North Phase III, Division 4 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 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

McCORMICK WOODS NORTH PHASE III, DIVISION 4

SHEET 1 OF 4

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

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. THIS SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

THE BREMERSTON WATER AND PORT ORCHARD SEWER UTILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF BREMERSTON AND CITY OF PORT ORCHARD, RESPECTIVELY.

THE STORM CONVEYANCE SYSTEM LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF PORT ORCHARD.

THE UNDERSIGNED OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED THE MCCORMICK WOODS ASSOCIATION(HOA), A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR THE MCCORMICK WOODS ASSOCIATION(HOA), RECORDED UNDER KITSAP COUNTY RECORDING NO. _____.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____DAY OF _____, 2023.

MCCORMICK DEVELOPMENT CORP.,
A WASHINGTON CORPORATION

BY: _____

ITS: _____

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 DEVELOPMENT CORP., A WASHINGTON CORPORATION, IN SEPTEMBER, 2023. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WOODS NORTH PHASE III, DIVISION 4 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.

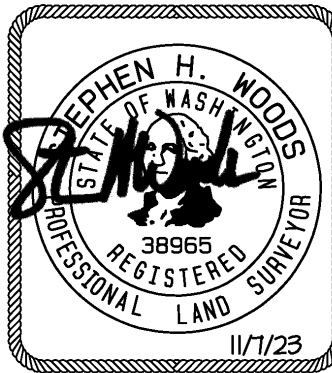
St Woods

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

11/1/23

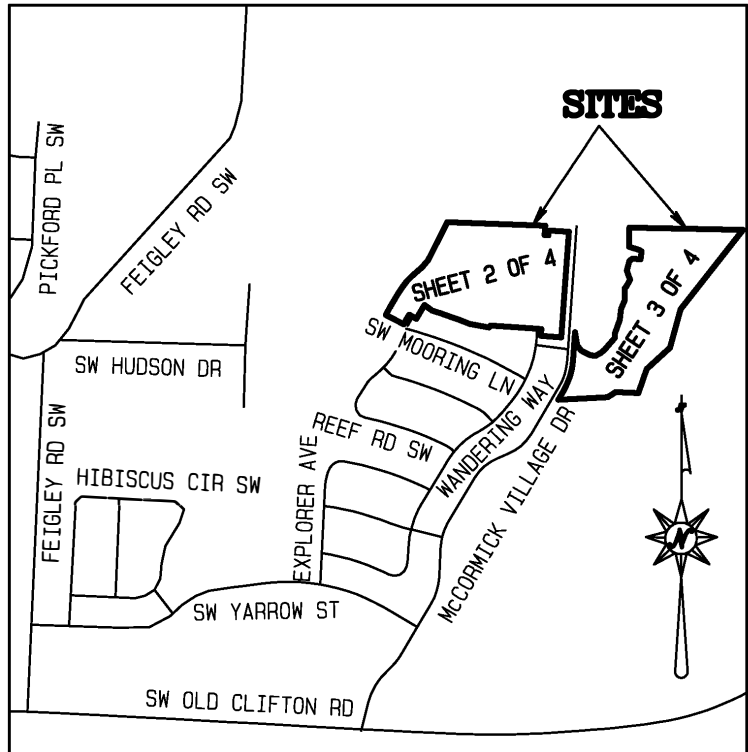
DATE

Job No. 21-111



SHEET 1 OF 4

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 MCCORMICK WOODS ASSOCIATION(HOA), 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 DRAINAGE) 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:

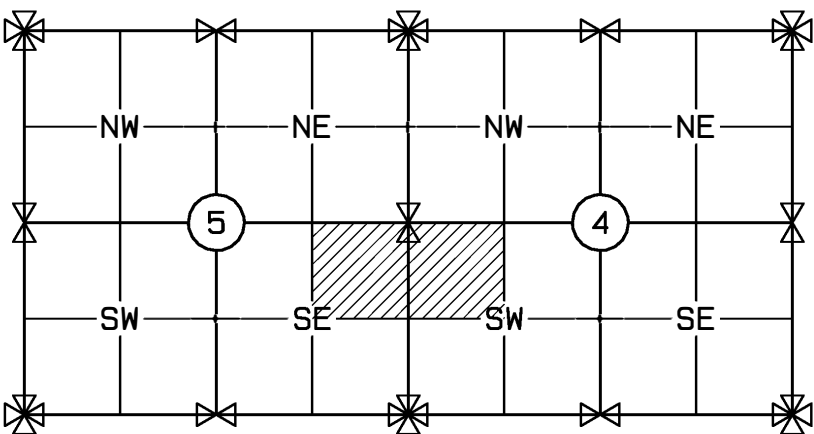
- THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF MAC 332-130-090.
- 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.
- THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED MAY 22, 2017, THE DATE OF THIS FIELD SURVEY.
- FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE NUMBER 5003353-000B24E, DATED SEPTEMBER 7, 2023. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.
- 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.
- ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.

BASIS OF BEARING:

MCCORMICK WOODS NORTH PHASE III, DIVISION 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 36 OF PLATS, PAGES 122 THROUGH 130, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

LEGAL DESCRIPTION:

TRACT FD-7 AND TRACT P1, MCCORMICK WOODS NORTH PHASE III, DIVISION 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 36 OF PLATS, PAGES 122 THROUGH 130, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.



McCORMICK WOODS NORTH PHASE III, DIVISION 4

SHEET 2 OF 4



CURVE TABLE

| CURVE | ARC | DELTA | RADIUS |
|-------|---------|-----------|----------|
| C1 | 135.16' | 24°00'48" | 322.50' |
| C2 | 126.15' | 24°00'48" | 301.00' |
| C3 | 0.91' | 0°01'58" | 1589.20' |
| C4 | 15.29' | 10°07'46" | 86.50' |
| C5 | 26.76' | 17°43'28" | 86.50' |
| C6 | 0.87' | 0°34'41" | 86.50' |
| C7 | 6.69' | 1°06'51" | 344.00' |
| C8 | 36.66' | 75°00'59" | 28.00' |

LINE TABLE

| CURVE | BEARING | DISTANCE |
|-------|-------------|----------|
| L1 | N51°04'33"E | 13.13' |
| L2 | N51°53'05"W | 18.15' |
| L3 | N51°04'33"E | 13.13' |
| L4 | S51°04'33"W | 13.13' |
| L5 | S17°38'40"W | 27.46' |
| L6 | N04°02'18"E | 49.23' |
| L7 | N85°57'42"W | 19.94' |
| L8 | S04°10'34"W | 25.00' |
| L9 | S04°15'59"W | 73.07' |
| L10 | S17°38'40"W | 45.97' |

SCALE: 1" = 50'

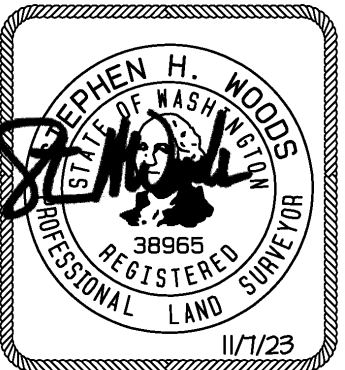
LOT ADDRESS

| LOT NO. | ADDRESS | LOT NO. | ADDRESS |
|---------|--------------------|---------|-------------------|
| 64 | 4170 REEF ROAD SW | 125 | 3286 SW PIER LANE |
| 65 | 4160 REEF ROAD SW | 126 | 3296 SW PIER LANE |
| 66 | 4150 REEF ROAD SW | 127 | 3304 SW PIER LANE |
| 67 | 4140 REEF ROAD SW | 128 | 3314 SW PIER LANE |
| 68 | 4130 REEF ROAD SW | 129 | 3324 SW PIER LANE |
| 69 | 4120 REEF ROAD SW | 130 | 3334 SW PIER LANE |
| 70 | 4100 REEF ROAD SW | 131 | 3344 SW PIER LANE |
| 71 | 4090 REEF ROAD SW | 132 | 3354 SW PIER LANE |
| 72 | 4080 REEF ROAD SW | 133 | 3364 SW PIER LANE |
| 73 | 4070 REEF ROAD SW | 134 | 3374 SW PIER LANE |
| 74 | 4060 REEF ROAD SW | 135 | 3384 SW PIER LANE |
| 75 | 4050 REEF ROAD SW | 136 | 3394 SW PIER LANE |
| 76 | 4040 REEF ROAD SW | 137 | 3404 SW PIER LANE |
| 77 | 4030 REEF ROAD SW | 138 | 3414 SW PIER LANE |
| 78 | 4020 REEF ROAD SW | 139 | 3424 SW PIER LANE |
| 79 | 4010 REEF ROAD SW | 140 | 3434 SW PIER LANE |
| 80 | 4000 REEF ROAD SW | 141 | 3444 SW PIER LANE |
| 81 | 4090 WANDERING WAY | 142 | 3454 SW PIER LANE |
| 82 | 4080 WANDERING WAY | 143 | 3464 SW PIER LANE |
| 83 | 4070 WANDERING WAY | 144 | 3474 SW PIER LANE |
| 84 | 4060 WANDERING WAY | 145 | 3484 SW PIER LANE |
| 85 | 4050 WANDERING WAY | 146 | 3494 SW PIER LANE |
| 86 | 4040 WANDERING WAY | 147 | 3504 SW PIER LANE |
| 87 | 4030 WANDERING WAY | 148 | 3514 SW PIER LANE |
| 88 | 4020 WANDERING WAY | 149 | 3524 SW PIER LANE |
| 123 | 3266 SW PIER LANE | 150 | 4059 SW PIER LANE |
| 124 | 3276 SW PIER LANE | 151 | 4069 SW PIER LANE |

LEGEND:

- = MONUMENT FOUND.
- (P) = MCCORMICK WOODS NORTH PHASE III, DIVISION 3
- (C) = CALCULATED
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.
- = SET TACK IN LEAD WITH WASHER STAMPED "PLS 38965" AT THE EXTENSION OF LOT LINE AT TOP OF CURB

SEE EXISTING AND PROPOSED
EASEMENT ON SHEET 4 OF 4



CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

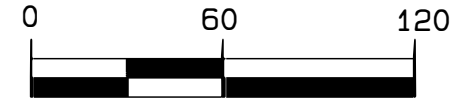
SHEET 2 OF 4

Job No. 21-111

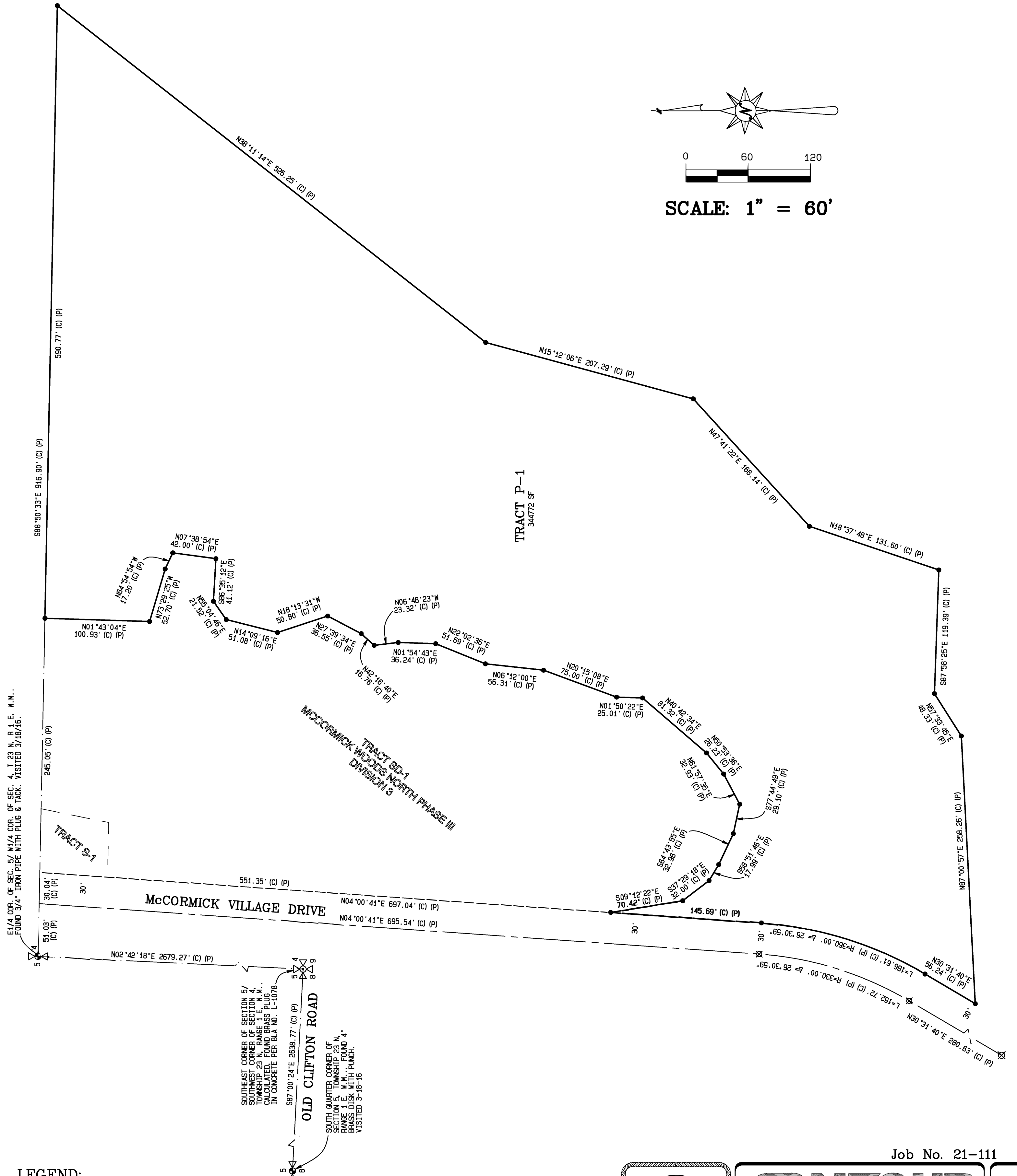
VOLUME / PAGE

McCORMICK WOODS NORTH PHASE III, DIVISION 4

SHEET 3 OF 4

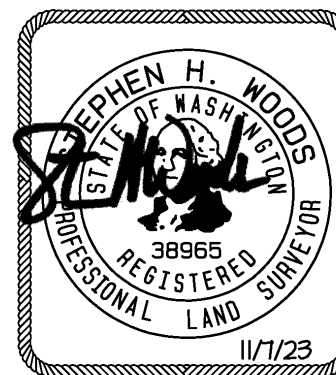


SCALE: 1" = 60'



LEGEND:

- = MONUMENT FOUND.
- (P) = MCCORMICK WOODS NORTH PHASE III, DIVISION 3
- (C) = CALCULATED
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT



Job No. 21-111

CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 3 OF 4

VOLUME / PAGE

McCORMICK WOODS NORTH PHASE III, DIVISION 4

SHEET 4 OF 4

EASEMENTS LAYOUT

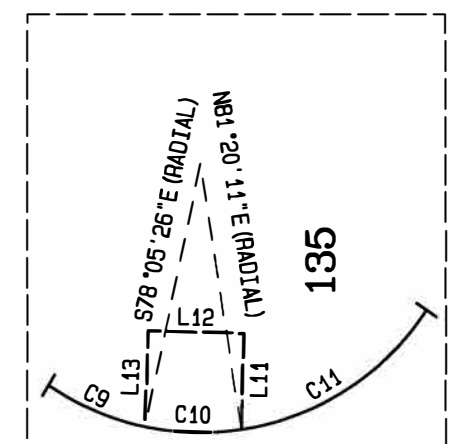


CURVE TABLE

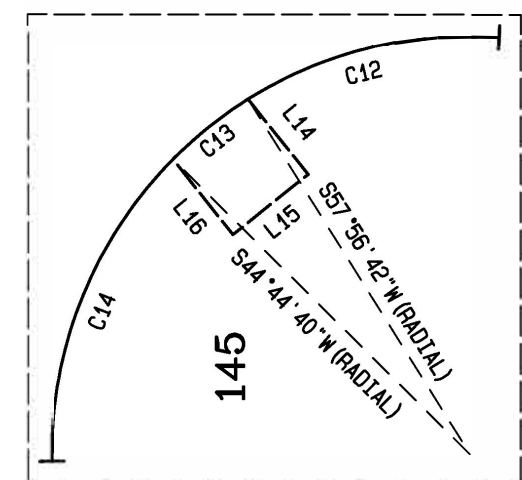
| CURVE | ARC | DELTA | RADIUS |
|-------|--------|-----------|--------|
| C9 | 11.04' | 22°35'56" | 28.00' |
| C10 | 10.05' | 20°34'23" | 28.00' |
| C11 | 23.66' | 48°25'28" | 28.00' |
| C12 | 27.40' | 36°05'35" | 43.50' |
| C13 | 10.02' | 13°12'02" | 43.50' |
| C14 | 34.77' | 45°47'55" | 43.50' |
| C15 | 26.84' | 27°27'51" | 56.00' |
| C16 | 10.01' | 10°14'42" | 56.00' |
| C17 | 33.71' | 34°29'40" | 56.00' |

LINE TABLE

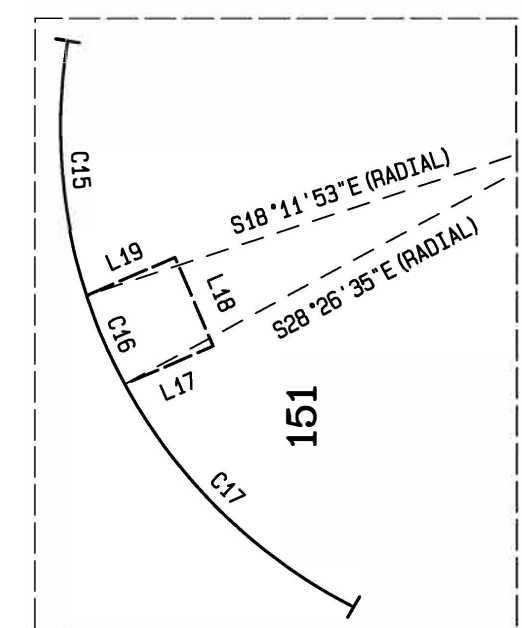
| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L11 | S88°22'38"E | 10.00' |
| L12 | N01°37'22"E | 10.00' |
| L13 | S88°22'38"E | 10.00' |
| L14 | N51°20'41"E | 10.00' |
| L15 | N38°39'19"W | 10.00' |
| L16 | N51°20'41"E | 10.00' |
| L17 | S23°19'14"E | 10.00' |
| L18 | N66°40'46"E | 10.00' |
| L19 | N23°19'14"W | 10.00' |
| L20 | N17°38'40"E | 27.46' |
| L21 | N04°02'18"E | 12.36' |



DETAIL "A"
1" = 20'

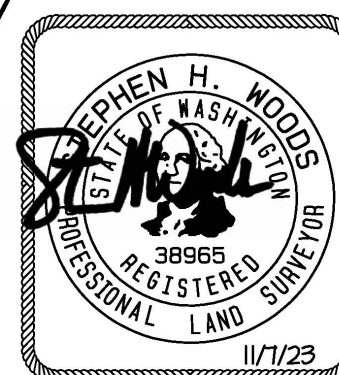


DETAIL "B"
1" = 20'



DETAIL "C"
1" = 20'

Job No. 21-111



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CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 4 OF 4

VOLUME / PAGE



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

November 21, 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 4 (LU23-PLAT FINAL-03)

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

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

November 20, 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 4 (LU23-PLAT FINAL-03)

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

BILL OF SALE

THIS BILL OF SALE is made and executed this 24TH day of OCTOBER, 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 4 project located on parcel 5718-
000-173-0003. These improvements are further described in Exhibit A and itemized in Exhibit
B, both of which are attached hereto and incorporated 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 24TH day of OCTOBER, 2023

GRANTOR: (McCormick Development Corp)

By: [Signature]

Its: Authorized Signatory

Print Name: James N Tosti

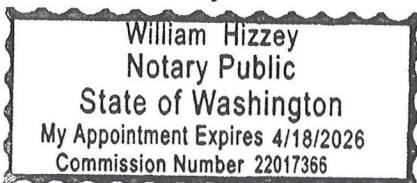
[Remainder of page intentionally left blank]

STATE OF WASHINGTON)

COUNTY OF KING)ss

On this 24th day of OCTOBER, 2023, before me personally appeared JAMES TESTI, 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 24th day of OCTOBER, 2023.



William Hizzey
Notary Public in and for the State of Washington,
residing in WOODINVILLE
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 4" 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

Engineer: Contour Engineering LLC
Permit #: PW21-051
Plans: Civil; Plans dated 4-11-22

Date: 23-Oct-23

Project: McCormick North Phase III: Div. 4

Project #: 29140

Addendums: N/A

Revision #:

Geotech Report: N/A

McCormick North III - DIV. 4

| Code | Description | Quan | Units | Price | Total |
|---|---------------------------------------|--------|-------|------------|--------------|
| Road Grading & Construction- Public | | | | | |
| 80 | Sawcut & Demo Existing Asphalt | 60 | LF | \$8.00 | \$480.00 |
| 82 | Fine Grade Roadway | 48,000 | SF | \$0.15 | \$7,200.00 |
| 84 | Fine Grade Sidewalks/Driveways/Path | 19,650 | SF | \$1.15 | \$22,597.50 |
| 86 | Fine Grade Curb | 3,275 | LF | \$3.25 | \$10,643.75 |
| 90 | Concrete Rolled Curb and Gutter | 3,275 | LF | \$18.85 | \$61,733.75 |
| 92 | Concrete Driveways (6") | 19,650 | SF | \$6.55 | \$128,707.50 |
| 94 | Handicap/Transition Ramps | 4 | EA | \$985.00 | \$3,940.00 |
| 96 | Fine Grade & Place Gravel Base | 1,335 | TON | \$32.00 | \$42,720.00 |
| 98 | Fine Grade & Place CSTC | 1,750 | TON | \$30.00 | \$52,500.00 |
| 100 | Asphalt Paving- 3" HMA CI 1/2" | 960 | TON | \$110.00 | \$105,600.00 |
| 102 | Survey Monuments | 11 | EA | \$525.00 | \$5,775.00 |
| 104 | Channelization & Signage | 1 | LS | \$9,500.00 | \$9,500.00 |
| Total Road Grading & Construction- Public | | | | | \$451,397.50 |
| Sanitary Sewer System | | | | | |
| 126 | Connect To Existing | 3 | EA | \$3,500.00 | \$10,500.00 |
| 127 | Demo/Abandon Existing Side Sewers | 3 | EA | \$845.00 | \$2,535.00 |
| 128 | 4" PVC SDR-35 Side Sewer | 755 | LF | \$33.25 | \$25,103.75 |
| 130 | 6" PVC SDR-35 Side Sewer | 1,438 | LF | \$36.80 | \$52,918.40 |
| 132 | 8" PVC SDR-35 Sewer | 1,265 | LF | \$44.10 | \$55,786.50 |
| 134 | 48" SSMH (W/ GU Liner) | 11 | EA | \$7,800.00 | \$85,800.00 |
| 136 | Side Sewer Cleanouts | 54 | EA | \$490.00 | \$26,460.00 |
| 138 | Raise Manhole To Final Grade (1-Lift) | 16 | EA | \$625.00 | \$10,000.00 |
| Total Sanitary Sewer System | | | | | \$269,103.65 |
| Storm System- Public | | | | | |
| 154 | Connect To Existing | 8 | EA | \$3,500.00 | \$28,000.00 |
| 156 | 8" DIP CI-50 Storm | 276 | LF | \$72.00 | \$19,872.00 |
| 158 | 8" ADS CPEP Storm | 29 | LF | \$37.00 | \$1,073.00 |
| 160 | 12" DIP CI-50 Storm | 83 | LF | \$80.00 | \$6,640.00 |
| 162 | 12" ADS CPEP Storm | 735 | LF | \$47.90 | \$35,206.50 |
| 164 | 18" ADS CPEP Storm | 473 | LF | \$76.85 | \$36,350.05 |
| 166 | Catch Basin Type I | 15 | EA | \$1,100.00 | \$16,500.00 |
| 168 | Catch Basin Type IL | 11 | EA | \$1,400.00 | \$15,400.00 |
| 170 | Catch Basin Type II 48" | 1 | EA | \$2,925.00 | \$2,925.00 |
| 172 | Replace CB Casting W/ Vaned Gate | 13 | EA | \$350.00 | \$4,550.00 |
| Total Storm System- Public | | | | | \$166,516.55 |
| BILL OF SALE: SUB-TOTAL >>>>> | | | | | \$887,017.70 |
| SALES TAX - 9.3% >>>>> | | | | | \$24,219.33 |
| BILL OF SALE: TOTAL >>>>> | | | | | \$911,237.03 |

Items marked * are taxable

CITY OF PORT ORCHARD
PERFORMANCE BOND FOR PRIVATE SECTOR PROJECTS

(Note: City must receive the two years Maintenance/Warranty Bond prior to releasing Performance Bond)

PROJECT or PERMIT # PW21-050, 051 DIV 3 Trees
CONTRACT # _____
SURETY BOND #: 0825455
DATE ACCEPTED: _____
PROJECT COMPLETION DATE: _____

RE: Project Name: McCormick North DIV 4 Street Trees
Owner/Developer/Contractor: McCormick Development Corp.
Project Location: Port Orchard WA

KNOW ALL PERSONS BY THESE PRESENTS: That we, McCormick Development Corp.
(hereinafter called the "Principal"), and Harco National Insurance Company a corporation organized
under the laws of the State of Illinois, 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 Forty-Seven Thousand Five Hundred Twenty and 00/100
(\$47,520.00), 150% of the total construction amount for Private Developers, 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 entered into a certain agreement with the City, to perform
the following project within the City: McCormick North DIV 4 Street Trees
_____; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the
project; and that such improvements be constructed in full compliance with City standards, and the plans and
specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or constructed
within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until
released in writing by the City of Port Orchard, but only after the Principal has performed and satisfied the
following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: *(Insert complete description here or
add summary here and refer to a separate detailed description attached as Exhibit A.)*
Installation of Street Trees

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file by _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claim for such payment.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above. Therefore, a Performance Bond in the amount of 150% of the anticipated construction costs to guarantee the Work to be completed shall be provided prior to the commencement of Work and will be released upon completion and acceptance of all Work and upon receipt of the 2-year Maintenance/Warranty Bond. All bonds must be in a form approved by the City.
6. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of Six Thousand Three Hundred Thirty-Six and 60/100 dollars (\$6,336.00), 20% of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a 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 B(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's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified 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 completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) 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 B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way 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. 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 on this Performance Bond in a like amount.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this 8th day of November, 2023.

SURETY COMPANY
(Signature must be notarized)

By: [Signature]

Its Attorney-in-fact

Print Name: Jim S. Kuich

Business Name: Harco National Insurance Company

Business Address: 11900 NE 1st Street, Suite 105

City/State/Zip Code: Bellevue, WA 98005

Telephone Number: (509)846-4164

PRINCIPAL
(Signature must be notarized)

By: [Signature]

Its AUTHORIZED SIGNATORY

Print Name: JAMES N TOSTI

Business Name: McCormick Development Corp.

Business Address: 805 Kirkland Ave., #200

City/State/Zip Code: Kirkland, WA 98033

Telephone Number: (425)894-6382

CITY OF PORT ORCHARD

ACCEPTED DATE: _____

BY: [Signature]

PRINTED NAME: Denis Ryan

ITS: Director of Public Works

BUSINESS NAME: CITY OF PORT ORCHARD

ADDRESS: 216 PROSPECT STREET

CITY/STATE/ZIP: PORT ORCHARD, WA 98366

PHONE NUMBER: 360-876-4991

(Use for Individual/Sole Proprietor Only)

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 that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

signature

```
print name
```

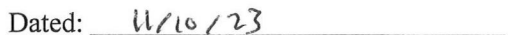
NOTARY PUBLIC in and for the
State of Washington, residing
at:

My Commission expires: _____

(Use for Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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



signature

William Hizzoy
print name

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

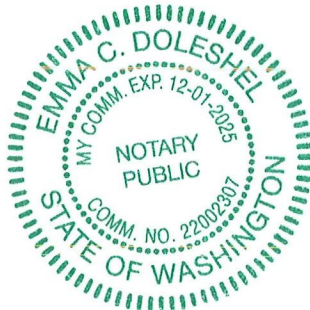
My Commission expires: 4/18/26

FORM P-3 NOTARY BLOCK

(Use for Surety Company Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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



Dated: 11/8/2023

Emma C. Doleshel

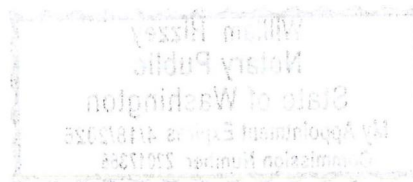
signature

Emma C. Doleshel

print name

NOTARY PUBLIC in and for the
State of Washington, residing
at: Lake Stevens, WA

My Commission expires: 12/1/2025



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

ANNETTE M. TROSETH, TED BARAN, AMANDA IVEY, 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, 2022



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, 2022, 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.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

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,

November 8, 2023.



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 4G
Subject: Approval of an Amendment to Contract
No. 072-22 with Axon Enterprise, Inc. for
Body-worn Cameras

Meeting Date: November 28, 2023
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City has a contract with Axon Enterprise, Inc. (C072-22) to provide body-worn cameras, conducted energy devices, and associated hardware and software. The five-year contract has forty-four months remaining and all costs are paid annually for the life of the contract.

The department recently increased the FTE count to twenty-seven commissioned peace officers. To properly equip these additional peace officers, it is necessary to purchase three (3) additional body-worn cameras, conducted energy devices, plus associated hardware and software. This purchase further ensures that the police department is capable of immediate replacement should any hardware or software be damaged by normal use or other factors.

Recommendation: Staff recommends that the City Council approve the amendment to Contract C072-22 for the purchase of three (3) additional body-worn cameras, conducted energy devices, plus associated hardware and software, for a total purchase price of \$28,052.29.

Relationship to Comprehensive Plan: N/A.

Motion for consideration: I move to amend Contract C072-22 for the purchase of

Fiscal Impact: The 2023-2024 biennial budget has capacity for this additional expense.

Alternatives: Do not approve the amended contract and offer additional guidance.

Attachments: Contract C072-22/Vendor Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-526201-45230.881KH

Issued: 10/31/2023

Quote Expiration: 11/01/2023

Estimated Contract Start Date: 11/15/2023

Account Number: 106987

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|--|---|
| Port Orchard Police Dept.-546 Bay St 546 Bay St Port Orchard, WA 98366-5339 USA | Port Orchard Police Dept. - WA 546 Bay St Port Orchard WA 98366-5339 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484 | Matt Brown Phone: 3608761700 Email: mbrown@portorchardwa.gov Fax: (360) 876-5546 |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 44 Months |
| TOTAL COST | \$25,875.00 |
| ESTIMATED TOTAL W/ TAX | \$28,052.29 |

Discount Summary

| | |
|--------------------------|-------------------|
| Average Savings Per Year | \$2,413.80 |
| TOTAL SAVINGS | \$8,850.60 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|-------------------|--------------------|
| Nov 2023 | \$6,468.75 | \$544.25 | \$7,013.00 |
| Jul 2024 | \$6,468.75 | \$544.25 | \$7,013.00 |
| Jul 2025 | \$6,468.75 | \$544.25 | \$7,013.00 |
| Jul 2026 | \$6,468.75 | \$544.54 | \$7,013.29 |
| Total | \$25,875.00 | \$2,177.29 | \$28,052.29 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$34,725.60 |
| Quote List Price: | \$25,875.00 |
| Quote Subtotal: | \$25,875.00 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|-------------------|-----|------|-----------|------------|-----------|--------------------|-------------------|--------------------|
| Program | | | | | | | | | |
| CoreBundle | Core Bundle | 3 | 44 | \$246.05 | \$179.00 | \$179.00 | \$23,628.00 | \$1,968.32 | \$25,596.32 |
| A la Carte Hardware | | | | | | | | | |
| AB3C | AB3 Camera Bundle | 3 | | | \$749.00 | \$749.00 | \$2,247.00 | \$208.97 | \$2,455.97 |
| Total | | | | | | | \$25,875.00 | \$2,177.29 | \$28,052.29 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|-------------------|--------|--|-----|-------------------------|
| AB3 Camera Bundle | 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 4 | 11/15/2023 |
| AB3 Camera Bundle | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 4 | 11/15/2023 |
| AB3 Camera Bundle | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK | 3 | 11/15/2023 |
| Core Bundle | 100681 | SIGNAL SIDEARM SENSOR | 3 | 11/15/2023 |
| Core Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 3 | 11/15/2023 |
| Core Bundle | 20018 | TASER BATTERY PACK, TACTICAL | 3 | 11/15/2023 |
| Core Bundle | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER | 3 | 11/15/2023 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 9 | 11/15/2023 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 6 | 11/15/2023 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 9 | 11/15/2023 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 6 | 11/15/2023 |
| Core Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 6 | 11/15/2023 |
| Core Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 6 | 11/15/2023 |
| Core Bundle | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 3 | 11/15/2023 |
| Core Bundle | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 3 | 11/15/2023 |
| Core Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 1 | 11/15/2023 |
| Core Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 1 | 11/15/2023 |
| Core Bundle | 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK | 6 | 11/15/2023 |
| Core Bundle | 74200 | TASER 6-BAY DOCK AND CORE | 1 | 11/15/2023 |
| Core Bundle | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 1 | 11/15/2023 |
| Core Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 1 | 11/15/2023 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 6 | 11/15/2024 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 6 | 11/15/2024 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 6 | 11/15/2025 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 6 | 11/15/2025 |
| Core Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 6 | 11/15/2025 |
| Core Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 6 | 11/15/2025 |
| Core Bundle | 73309 | AXON CAMERA REFRESH ONE | 3 | 05/15/2026 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 6 | 11/15/2026 |
| Core Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 6 | 11/15/2026 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 6 | 11/15/2026 |
| Core Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 6 | 11/15/2026 |
| Core Bundle | 73310 | AXON CAMERA REFRESH TWO | 3 | 11/15/2026 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|-------------|-------|------------------------------|-----|----------------------|--------------------|
| Core Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 3 | 11/15/2023 | 07/14/2027 |
| Core Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 1 | 11/15/2023 | 07/14/2027 |
| Core Bundle | 73449 | RESPOND DEVICE LICENSE | 3 | 11/15/2023 | 07/14/2027 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|-------------|-------|--|-----|----------------------|--------------------|
| Core Bundle | 73682 | AUTO TAGGING LICENSE | 3 | 11/15/2023 | 07/14/2027 |
| Core Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 9 | 11/15/2023 | 07/14/2027 |
| Core Bundle | 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 3 | 11/15/2023 | 07/14/2027 |
| Core Bundle | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 3 | 11/15/2023 | 07/14/2027 |

Services

| Bundle | Item | Description | QTY |
|-------------|-------|---|-----|
| Core Bundle | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 3 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|-------------|-------|------------------------------------|-----|----------------------|--------------------|
| Core Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 3 | 11/15/2024 | 07/14/2027 |
| Core Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE | 3 | 11/15/2024 | 07/14/2027 |
| Core Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1 | 11/15/2024 | 07/14/2027 |
| Core Bundle | 80464 | EXT WARRANTY, CAMERA (TAP) | 3 | 11/15/2024 | 07/14/2027 |

Payment Details

| Nov 2023 | | | | | | |
|--------------------------|------------|-------------------|-----|------------|----------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | AB3C | AB3 Camera Bundle | 3 | \$561.75 | \$52.24 | \$613.99 |
| Year 1 | CoreBundle | Core Bundle | 3 | \$5,907.00 | \$492.01 | \$6,399.01 |
| Invoice Upon Fulfillment | CoreBundle | Core Bundle | 3 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$6,468.75 | \$544.25 | \$7,013.00 |

| Jul 2024 | | | | | | |
|--------------|------------|-------------------|-----|------------|----------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | AB3C | AB3 Camera Bundle | 3 | \$561.75 | \$52.24 | \$613.99 |
| Year 2 | CoreBundle | Core Bundle | 3 | \$5,907.00 | \$492.01 | \$6,399.01 |
| Total | | | | \$6,468.75 | \$544.25 | \$7,013.00 |

| Jul 2025 | | | | | | |
|--------------|------------|-------------------|-----|------------|----------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | AB3C | AB3 Camera Bundle | 3 | \$561.75 | \$52.24 | \$613.99 |
| Year 3 | CoreBundle | Core Bundle | 3 | \$5,907.00 | \$492.01 | \$6,399.01 |
| Total | | | | \$6,468.75 | \$544.25 | \$7,013.00 |

| Jul 2026 | | | | | | |
|--------------|------------|-------------------|-----|------------|----------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 4 | AB3C | AB3 Camera Bundle | 3 | \$561.75 | \$52.25 | \$614.00 |
| Year 4 | CoreBundle | Core Bundle | 3 | \$5,907.00 | \$492.29 | \$6,399.29 |
| Total | | | | \$6,468.75 | \$544.54 | \$7,013.29 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

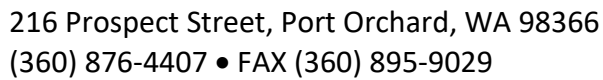
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/31/2023





| | |
|-------------------|--------------------------|
| Meeting Date: | <u>November 28, 2023</u> |
| Prepared by: | <u>Nick Bond</u> |
| | <u>DCD Director</u> |
| Atty Routing No.: | <u>NA</u> |
| Atty Review Date: | <u>NA</u> |

Page 55 of 199

ORDINANCE NO. _____-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING REVISIONS TO PORT ORCHARD MUNICIPAL CODE (POMC) 5.60 REGARDING FIREWORKS DISPLAY FEES, FIREWORKS SALES DEBRIS DEPOSIT, DESIGNATING THE FIRE AUTHORITY, AND PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 13, 2016, the City Council approved the City's 2017 – 2018 biennial budget, which established the Department of Community Development (DCD) Permit Center as the City's primary permit application and processing center; and

WHEREAS, the City Council adopted Ordinance No. 032-17 delegating the DCD Permit Center to receive and process permit applications for Fireworks sales and display in accordance with Chapter 5.60 (Fireworks) of the Port Orchard Municipal Code (POMC); and

WHEREAS, the City Council desires to amend POMC Chapter 5.60.010 in order to provide timely updates to fees for Fireworks Display through the city's Fee Schedules for Departments of Community Development and Public Works; and

WHEREAS, the City Council desires to rescind POMC Chapter 5.60.020(5) due to the uncompensated city staff time required to effectively carry out the requirements stipulated under the debris deposit and inspection; and

WHEREAS, the City Council desires to amend the definition of Fire Authority in POMC Chapter 5.60.005(6) to mean the City of Port Orchard Department of Community Development's Fire Official;

WHEREAS, the City Council, after careful consideration approves the amendments to Chapter 5.60 POMC as presented; **now, therefore**,

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

SECTION 1. The City Council adopts all of the "Whereas" sections of this ordinance as findings in support of this ordinance.

SECTION 2. Section 5.60.005(6) of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.005 Definitions.

(6) "Fire authority" means the City of Port Orchard Department of Community

Development's Fire Code Official ~~fire chief of the South Kitsap Fire and Rescue District~~ or their designee for the purposes of this chapter.

SECTION 3. Section 5.60.010 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.010 Permit and state license required – Fee.

No person, firm or corporation shall import, manufacture, transport (except as a public carrier delivering to a licensee), possess, store, sell or offer to sell at retail or wholesale ~~or discharge~~ fireworks inside the city limits of the city of Port Orchard without first obtaining a permit from the city and a license from the state of Washington. The fee for obtaining a city permit for fireworks sales shall be \$100.00 per year payable in advance. The fee for fireworks display shall be set by City Council Resolution in the Fee Schedules for Departments of Community Development and Public Works.

SECTION 4. Section 5.60.015 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.015 Fireworks permits – Forms and deadlines.

(1) Applications for permits required by this chapter shall be submitted to the city in such form and detail as prescribed by the city's ~~in consultation with the fire code official authority~~. A separate application shall be required for each site and activity. Applications shall include, at a minimum:

- (a) The application fee;
 - (b) Copy of appropriate state licenses;
 - (c) A site or discharge plan;
 - (d) The names, addresses and telephone numbers of the applicant(s) and responsible party(ies); and
 - (e) When applicable, a description of the proposed activity detailing how it satisfies the conditions set forth under POMC 5.60.020.
- (2) Permit applications shall be received by the DCD permit center for review by the fire authority:
- (a) No later than 4:30 p.m. on the last official city work day in May for retail sales;
 - (b) No later than 4:30 p.m. at least 40 business days prior to the date of an intended public display; and
 - (c) Prior to commencing a permitted activity for all other uses.
- (3) Permits issued pursuant to this chapter are nontransferable.

SECTION 5. Section 5.60.020 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.020 Conditions for sales of fireworks and public display – Permit issuance.

A permit for the sale of fireworks or for public display shall be issued only upon the following terms and conditions:

(1) The applicant shall have a valid and subsisting license issued by the state of Washington authorizing the holder thereof to engage in the fireworks business, a copy of which shall be filed with the DCD permit center.

(2) For sales of fireworks, the applicant shall obtain a business license from the city.

(3) The applicant shall have and keep in full force and effect a policy of insurance approved by the city attorney saving the city harmless for any acts of the licensee in the following amounts: \$500,000 or more for injury to any one person in one accident or occurrence, \$1,000,000 for injury to more than one person for any one accident or occurrence, \$300,000 for injury to property in any one accident or occurrence. Proof of insurance coverage shall be included with the application for a permit and shall be filed with the DCD permit center.

(4) For sales of fireworks, the location of the proposed place of business shall comply with the zoning ordinances of the city.

~~(5) Applicant shall post a \$50.00 deposit conditioned upon the prompt removal of the temporary stand and/or the cleaning up of all debris from the site. If the applicant removes such temporary stand and cleans up all the debris before the tenth day of July each year, they shall be entitled to the return of their \$50.00 deposit.~~

~~(5)~~ (6) Public displays of fireworks shall comply with the provisions of RCW 70.77.280 in that the city's in consultation with the fire code official authority, shall determine whether the proposed display would pose a hazard to property or a danger to persons. The city's in consultation with the fire code official authority, shall prepare a written report detailing the findings and recommendations for or against the issuance of the permit. The fire authority report shall be filed with the DCD permit center.

SECTION 6. Section 5.60.030 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.030 Temporary stands.

All safe and sane consumer fireworks shall be sold only from temporary stands and must conform to the written rules and regulations of the city's and fire code official authority.

SECTION 6. Section 5.60.070 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.070 Violations – Penalty.

(1) Any person failing to comply with Chapter 70.77 RCW or any rules or regulations of the State Fire Marshal, ~~or the city's, or the fire code official authority~~ shall be guilty of a violation of this chapter.

(2) Any person violating any of the provisions or failing to comply with the mandatory requirements of this chapter shall be guilty of a misdemeanor. Any person convicted of a misdemeanor shall be punished by a fine not to exceed \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation or any provision of this chapter is committed, continued or permitted by any such person.

SECTION 7. Section 5.60.080 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.070 Enforcement.

The ~~city-building fire code~~ official or duly authorized representative is designated as the enforcing officer of this chapter.

SECTION 8. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 9. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 10. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 11. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, **APPROVED** by the Mayor and attested by the Clerk in authentication of such passage this 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Scott Diener, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of an Ordinance Amending
Port Orchard Municipal Code Chapter
5.60 Fireworks

Meeting Date: November 28, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: NA
Atty Review Date: NA

Summary: The City of Port Orchard is considering revisions to POMC 5.60 Fireworks to identify the Fire Authority as the City's Fire Official within the Department of Community Development, to move the fireworks display permit fees to the Community Development and Public Works fee schedules, and to remove the reference to the debris deposit and refund. On November 28, 2023, the City Council held a public hearing on an ordinance addressing the proposed changes.

This public hearing was noticed on November 14, 2023. As of the date of this report, neither the Department of Community Development nor the City Clerk's Office has received any comment regarding the code change.

Recommendation: Staff recommends approval of an ordinance authorizing the revisions to POMC 5.60 as presented.

Motion for consideration: "I move to approve an Ordinance authorizing the revisions to POMC 5.60 as presented."

Fiscal Impact: None foreseen.

Alternatives: Do not approve the Ordinance; request changes to the Ordinance.

Attachments: Ordinance.

ORDINANCE NO. _____-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING REVISIONS TO PORT ORCHARD MUNICIPAL CODE (POMC) 5.60 REGARDING FIREWORKS DISPLAY FEES, FIREWORKS SALES DEBRIS DEPOSIT, DESIGNATING THE FIRE AUTHORITY, AND PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 13, 2016, the City Council approved the City's 2017 – 2018 biennial budget, which established the Department of Community Development (DCD) Permit Center as the City's primary permit application and processing center; and

WHEREAS, the City Council adopted Ordinance No. 032-17 delegating the DCD Permit Center to receive and process permit applications for Fireworks sales and display in accordance with Chapter 5.60 (Fireworks) of the Port Orchard Municipal Code (POMC); and

WHEREAS, the City Council desires to amend POMC Chapter 5.60.010 in order to provide timely updates to fees for Fireworks Display through the city's Fee Schedules for Departments of Community Development and Public Works; and

WHEREAS, the City Council desires to rescind POMC Chapter 5.60.020(5) due to the uncompensated city staff time required to effectively carry out the requirements stipulated under the debris deposit and inspection; and

WHEREAS, the City Council desires to amend the definition of Fire Authority in POMC Chapter 5.60.005(6) to mean the City of Port Orchard Department of Community Development's Fire Official;

WHEREAS, the City Council, after careful consideration approves the amendments to Chapter 5.60 POMC as presented; **now, therefore**,

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

SECTION 1. The City Council adopts all of the "Whereas" sections of this ordinance as findings in support of this ordinance.

SECTION 2. Section 5.60.005(6) of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.005 Definitions.

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Development's Fire Code Official ~~fire chief of the South Kitsap Fire and Rescue District~~ or their designee for the purposes of this chapter.

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- (a) The application fee;
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 - (c) A site or discharge plan;
 - (d) The names, addresses and telephone numbers of the applicant(s) and responsible party(ies); and
 - (e) When applicable, a description of the proposed activity detailing how it satisfies the conditions set forth under POMC 5.60.020.
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(2) For sales of fireworks, the applicant shall obtain a business license from the city.

(3) The applicant shall have and keep in full force and effect a policy of insurance approved by the city attorney saving the city harmless for any acts of the licensee in the following amounts: \$500,000 or more for injury to any one person in one accident or occurrence, \$1,000,000 for injury to more than one person for any one accident or occurrence, \$300,000 for injury to property in any one accident or occurrence. Proof of insurance coverage shall be included with the application for a permit and shall be filed with the DCD permit center.

(4) For sales of fireworks, the location of the proposed place of business shall comply with the zoning ordinances of the city.

~~(5) Applicant shall post a \$50.00 deposit conditioned upon the prompt removal of the temporary stand and/or the cleaning up of all debris from the site. If the applicant removes such temporary stand and cleans up all the debris before the tenth day of July each year, they shall be entitled to the return of their \$50.00 deposit.~~

~~(5)~~(6) Public displays of fireworks shall comply with the provisions of RCW 70.77.280 in that the city's in consultation with the fire code official authority, shall determine whether the proposed display would pose a hazard to property or a danger to persons. The city's in consultation with the fire code official authority, shall prepare a written report detailing the findings and recommendations for or against the issuance of the permit. The fire authority report shall be filed with the DCD permit center.

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All safe and sane consumer fireworks shall be sold only from temporary stands and must conform to the written rules and regulations of the city's and fire code official authority.

SECTION 6. Section 5.60.070 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.070 Violations – Penalty.

(1) Any person failing to comply with Chapter 70.77 RCW or any rules or regulations of the State Fire Marshal, ~~or the city's, or the fire code official authority~~ shall be guilty of a violation of this chapter.

(2) Any person violating any of the provisions or failing to comply with the mandatory requirements of this chapter shall be guilty of a misdemeanor. Any person convicted of a misdemeanor shall be punished by a fine not to exceed \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation or any provision of this chapter is committed, continued or permitted by any such person.

SECTION 7. Section 5.60.080 of the Port Orchard Municipal Code is hereby amended to read as follows:

5.60.070 Enforcement.

The ~~city-building fire code~~ official or duly authorized representative is designated as the enforcing officer of this chapter.

SECTION 8. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 9. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 10. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 11. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, **APPROVED** by the Mayor and attested by the Clerk in authentication of such passage this 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

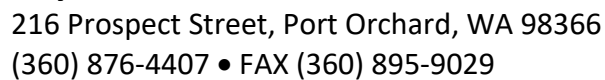
Brandy Wallace, MMC, City Clerk

Scott Diener, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



6. **TIP 1.14 Sidney Road Sidewalk:** The project received a grant, and funding sections have been updated accordingly.
7. **TIP 1.16 SR166/ Bay Street Reconstruction:** Grants were received for this project, resulting in updated funding allocations.
8. **TIP 1.17 Street Lighting Improvements:** This project received a grant for some of the programmed work. The schedule was updated to program awarded dollars in the near term and other work at future dates eligible for additional grant funding.
9. **TIP 1.19 SR160/ Sedgwick Phase 2a:** This project was added to acquire right of way for a future RAB that is needed to support development along the corridor.

Description of Capital Facilities Element Amendment:

In addition to the TIP amendments, a new amendment is proposed for the Capital Facilities Element related to property acquisition. This amendment involves the allocation of \$4 million for the acquisition of property intended for future City of Port Orchard facilities. The purpose of this amendment is to allow the City of Port Orchard to proactively acquire properties within its corporate limits for future development of essential public facilities. This strategic approach will support the city's long-term planning and development goals to accommodate the City's anticipated growth and service needs, as outlined in the City of Port Orchard Comprehensive Plan.

Relationship to Comprehensive Plan: These amendments support the Comprehensive Plan's goals related to transportation and capital facilities.

Recommendation: Staff recommends approval of the 2023 Comprehensive Plan Amendments as presented.

Motion for consideration: "I move to approve the 2023 Comprehensive Plan Amendments as presented."

Fiscal Impact: The Amendments allow the City to direct funds to capital projects and property acquisition for public facilities.

Alternatives: Do not approve the amendments

Attachments: Ordinance, Proposed Comprehensive Plan Amendments - Transportation Improvement Program and Capital Facilities Element

ORDINANCE NO. ***

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE PORT ORCHARD COMPREHENSIVE PLAN ADOPTED UNDER THE STATE OF WASHINGTON'S GROWTH MANAGEMENT ACT, CHAPTER 36.70A RCW; ADOPTING AN AMENDMENT TO THE TRANSPORTATION IMPROVEMENT PROGRAM AND THE CAPITAL FACILITIES ELEMENT OF THE PORT ORCHARD COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, with the passage of the Washington State Growth Management Act in 1990 (GMA), Chapter 36.70A RCW, local governments are required to adopt a comprehensive plan that outlines strategies to accommodate the needs of a growing population; and

WHEREAS, in June 1995, the City Council adopted a Comprehensive Plan for the City of Port Orchard and its urban growth area pursuant to the requirements set forth in the GMA; and

WHEREAS, the City of Port Orchard completed its most recent periodic update of its Comprehensive Plan in June 2016, as required by the GMA; and

WHEREAS, on May 9, 2023 the City adopted amendments to the City's Comprehensive Plan pursuant to RCW 36.70A.470 and 36.70A.106; and

WHEREAS, the City may consider and adopt amendments to the City's Comprehensive Plan more frequently than once annually in accordance with RCW 36.70A.130(2)(a)(iv); and

WHEREAS, the City initiated an amendment of the capital facilities element of the comprehensive plan occurring concurrently with the adoption of the city's budget; and

WHEREAS, the amendment submittal affects the Transportation Improvement Program; and

WHEREAS, the amendment submittal affects the Capital Facilities Element; and

WHEREAS, on September 15, 2023, notice of the proposed amendments to the City's Comprehensive Plan was sent to the Washington State Department of Commerce at least sixty days before the amendments were adopted, in accordance with RCW 36.70A.106; and

WHEREAS, on September 28, 2023, a SEPA Determination of Non-Significance was issued, and provided to the public, agencies, and other interested parties in accordance with the requirements of POMC Chapter 20.04.080, and published in the newspaper of record and on the City website, and emailed to the Washington Department of Ecology; and

WHEREAS, on September 19, 2023, a Notice of Hearing was published in the City's newspaper of record advertising a public hearing to be held by the Planning Commission on the proposed 2023 Comprehensive Plan amendment, and the notice was provided to the public, agencies, and other interested parties in accordance with the requirements of POMC Chapter 20.04.080; and

WHEREAS, the Department of Community Development did not receive comments regarding the proposal; and

WHEREAS, on October 3, 2023, the Planning Commission held a public hearing and took public testimony on the 2023 Comprehensive Plan amendments; and voted unanimously to recommended approval of the amendments to City Council; and

WHEREAS, on November 28, 2023, the City Council held a Regular Meeting, considered all public testimony received, considered the Planning Commission's recommendation, and finds it in the public interest to adopt the proposed amendments to the City's Comprehensive Plan; **NOW, THEREFORE**

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

SECTION 1. The City Council hereby adopts the above recitals as findings in support of this Ordinance.

SECTION 2. The City Council finds that the amendments adopted by this Ordinance are consistent with the goals and policies of the City's adopted 2016 Comprehensive Plan and are consistent with the state Growth Management Act and other applicable law.

SECTION 3. The City Council finds that the amendments adopted by this Ordinance will not, individually, or cumulatively, result in adverse effects to the public health, safety, or welfare.

SECTION 4. The City Council finds that no adverse impacts to the environment are anticipated to result from the amendments adopted by this Ordinance.

SECTION 5. The City Council finds that the amendments adopted by this Ordinance are consistent with the land uses and growth projects which were the basis of the adopted Comprehensive Plan, are compatible with neighboring land uses and surrounding neighborhoods, and are not anticipated to cause adverse impacts to public services or facilities.

SECTION 6. **Adoption of Amendments to Comprehensive Plan.** In accordance with the above-described Findings and Conclusions, the City Council hereby amends the Port Orchard Comprehensive Plan by approving and adopting the 2023 amendments to the Port Orchard Comprehensive Plan. Such amendments are attached to this Ordinance as Exhibit 1 and incorporated herein by this reference as if set forth in full. The amendments include revisions to

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the update to the Capital Facilities Element of the Port Orchard Comprehensive Plan and the City Transportation Improvement Program.

SECTION 7. Severability. If any sentence, section, provision, or clause of this Ordinance or its application to any person, entity or circumstance is for any reason held invalid or unconstitutional, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances is not affected.

SECTION 8. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 9. Publication and Effective Date. This Ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by state law.

PASSED by the City Council of the City of Port Orchard, **APPROVED** by the Mayor and attested by the Clerk in authentication of such passage this 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

ATTACHMENTS:

Exhibit 1: 2023 Amendments to the Comprehensive Plan including:

1. Transportation Improvement Program
2. Capital Facilities Element

10765479.1 - 366922 - 0021

City of Port Orchard Six-Year Transportation Improvement Program
For 2024-2029 TIER 1 (Reasonably Constrained)

| Proj# (TIF Proj#) | Project Title/Project Description | Road Name Begin Termini End Termini | Total Project Length | Total Est. Cost | Spent Prior to 2023 | 2023 | Future Expenditures | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Phase Start Year | Funding Status | Phase | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds |
|-------------------------|--|---|----------------------------|--------------------|------------------------|-----------|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|---------------------|-------------------|----------|-------------------------|---------------|-----------------------|-------------|-------------|
| Capital Projects | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Bay Street Ped. Pathway ROW Phase | PO Shoreline: | | | | | | | | | | | | | | | | | | | |
| | Add 14-ft Multi-Modal (bikes & pedestrians) | Sidney Ave. Foot | 1.2 | 2,280,000 | 1,140,000 | 1,140,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2013 | S | ROW | STP(U) | 1,923,590 | | 0 | 300,212 |
| | waterfront pathway & cantilevered retaining wall | Ferry to Annapolis | | 3,000,000 | | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2018 | P | ROW | | | | 0 | 581,000 |
| | following historic Mosquito Fleet trail and pedestrian | Foot Ferry | | | | | | | | | | | | | | | | | | | |
| N/A | bridge across Black Jack Creek. | | | | | | | | | | | | | | | | | | | | |
| 1.2 | Bay Street Pedestrian Pathway Construction (S#1, S#6-11) | | | | | | | | | | | | | | | | | | | | |
| | The CN phase for the 14-ft Multi-Modal (bike & ped) | | 1.2 | 1,115,000 | 650,000 | 465,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2018 | S | CN | | | | | |
| | waterfront pathway/cantilevered retailing wall | | | 3,000,000 | 0 | 3,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2024 | S | CN | | | | | |
| | following the historic Mosquito Fleet trail. Includes | | | | | | | | | | | | | | | | | | | | |
| | the demolition/removal of (5) overwater structures. | | | | | | | | | | | | | | | | | | | | |
| N/A | Includes Seg #3 Ad Ready Doc Prep | | | | | | | | | | | | | | | | | | | | |
| 1.3 | Bay Street Pedestrian Pathway West | Port Orchard Blvd | | | | | | | | | | | | | | | | | | | |
| | Situational study | and Bay St: Ft Ferry to Tremont | 1.5 | 566,474 | 0 | 566,474 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2023 | P | PL | | 490,000 | | 0 | 76,474 |
| N/A | | | | | | | | | | | | | | | | | | | | | |
| 1.4 | Old Clifton/ Anderson Hill Intersection Improvements | Old Clifton Rd / | | | | | | | | | | | | | | | | | | | |
| | Intersection Improvements (roundabout) as identified | Anderson Hill Rd. | 0 | 258,000 | 0 | 0 | 258,000 | | | 0 | 258,000 | 0 | 0 | 2027 | S | PE | | | | 0 | 258,000 |
| | in the McCormick Urban Village Trans Plan and | Intersection | | 1,738,000 | 0 | 0 | 1,738,000 | | 0 | 0 | 0 | 1,738,000 | 0 | 2028 | P | CN | | | Grant? | 1,213,000 | 525,000 |
| TIF 1.4 | partially funded by Bayside Mit Funds. | | | | | | | | | | | | | | | | | | | | |
| 1.5 | Old Clifton Rd Non-Motorized Improvements | Old Clifton Road: | | | | | | | | | | | | | | | | | | | |
| | Rodway Improvements identified in the McCormick | Campus PKWY to | 0.75 | 450,000 | 150,000 | 0 | 450,000 | 0 | 450,000 | | 0 | 0 | 0 | 2026 | P | PE | | | | 0 | 450,000 |
| | Urban Village Trans Plan. Design and Construction. | Anderson Hill Rd. | | | | | 2,000,000 | | | 2,700,000 | | | | 2027 | P | CN | STP(U), | | TIB/CS | | |
| TIF 1.5, 2.07 | Seperated pathway and shoulder facilities. | | | | | | | | | | | | | | | | RCO | | | | |
| 1.7 | Bethel/Sedgwick Phase 5a - Bethel/Lincoln RAB | Bethel/Lincoln/Lunb | | | | | | | | | | | | | | | | | | | |
| | Safety and capacity improvements to intersection and | erg/ Mitchell | 0 | 3,674,000 | 326,000 | 474,000 | | | | | | | | 2021 | S | PE | | | | | 800,000 |
| | reconfiguration of approaches. | | | | 0 | 0 | 3,200,000 | 3200000 | | | | | | 2022 | S | CN | HSP | 1,500,000 | TIB UAP | 1,100,000 | 700,000 |
| TIF 2.04e | | | | | | | | | | | | | | | | | | | | | |
| 1.8 | Bethel/ Sedgwick Cooridor Phase 1a - Blueberry RAB | Bethel Road: | | | | | | | | | | | | | | | | | | | |
| | | blueberry | | 0 | 3,341,000 | 0 | 250,000 | 285,000 | 160,000 | 125,000 | | | | 2022 | S | PE | | 0 | | 0 | 535,000 |
| | Phase 1a. Bethel/ Blueberry RAB 60% PE in 2022 | Intersection | | | | | | 268,000 | 134,000 | 134,000 | | | | 2024 | S | ROW | | | | 0 | 268,000 |
| | and start ROW for Phase 1a/b. | | | | | | | 2,788,000 | | | 2788000 | | | 2026 | P | CN | | | TIB/ UAP/CS | 0 | 2,788,000 |
| TIF 2.04a | | | | | | | | | | | | | | | | | | | | | |
| 1.9 | Bethel/ Sedgwick Corridor Phase 1b - Salmonberry RAB | Bethel Road: | | | | | | | | | | | | | | | | | | | |
| | Phase 1b. Bethel/ Salmonberry RAB Round and | Salmonberry | | 0 | 11,467,000 | 0 | 375,000 | 891,000 | 497,000 | 394,000 | | | | 2023 | P | PE | | 0 | | 0 | 1,272,000 |
| | roadway segment design from Blueberry to | intersection | | | | | | 3,206,000 | 1,603,000 | 1,603,000 | 0 | | | 2024 | p | ROW | | | | 0 | 3,206,000 |
| | Salmonberry. 60% PE in 2022. | | | | | | | 7,370,000 | | | 7,370,000 | | | 2026 | P | CN | | | TIB/UAP/ CS | 0 | 7,370,000 |
| TIF 2.04a | | | | | | | | | | | | | | | | | | | | | |
| 1.10 | Vallair Ct Connector | Bethel Road / | | | | | | | | | | | | | | | | | | | |
| | Road extension and intersection improvements | Walmart Drive | 0.25 | 1,000,000 | 0 | 0 | 1,000,000 | 0 | 0 | 0 | 0 | 1,000,000 | 0 | 2027 | P | PE & ROW | | 0 | | 0 | 1,000,000 |
| | previously included in the Bethel Road Corridor ROW | Intersection | | 1,000,000 | 0 | 0 | 1,000,000 | 0 | 0 | 0 | 0 | 0 | 1,000,000 | 2028 | P | CN | | 0 | TIB | 0 | 1,000,000 |
| TIF 1.7 | & Construction project. | | | | | | | | | | | | | | | | | | | | |
| 1.11 | Sidney Road SW Design - 60% | Sedgwick Rd. to | | | | | | | | | | | | | | | | | | | |
| | Sidney Avenue is currently two lanes wide, it needs to | Berry Lake Rd. | 0.95 | 500,000 | 0 | 0 | 500,000 | 0 | 0 | 0 | 0 | 0 | 500,000 | 2027 | P | PL | | 0 | | 0 | 500,000 |
| | be widened to three lanes (additional TWTL) including | | | | | | | | | | | | | | | | | | TIB | | |
| TIF 2.05 | bike lanes, sidewalks, traffic calming, and stormwater | | | | | | | | | | | | | | | | | | | | |
| | system improvements. (COMPLETE STREET). | | | | | | | | | | | | | | | | | | | | |

City of Port Orchard Six-Year Transportation Improvement Program
For 2024-2029 TIER 1 (Reasonably Constrained)

| Proj# (TIF Proj#) | Project Title/Project Description | | Road Name Begin Termini End Termini | Total Project Length | Total Est. Cost | Spent Prior to 2023 | 2023 | Future Expenditures | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Phase Start Year | Funding Status | Phase | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | |
|--|---|---|---|----------------------------|--------------------|------------------------|----------|------------------------|-----------|-----------|-----------|---------|---------|---------|---------------------|-------------------|-------|-------------------------|---------------|-----------------------|-------------|-------------|--|
| 1.12 | Sedgwick Road West Study - 30% Design | | SR16 to Sidney Rd. | | | | | | | | | | | | | | | | | | | | |
| | | Establish alignments and cross sections. Develop mitigation alternatives and identify right-of-way needs for roadway and identify potential sites to accommodate stormwater run off and mitigation for filling wetlands. Include stormwater element for | | | 300,000 | 0 | 0 | 300,000 | | 300,000 | | | | | 2023 | P | Study | BuildAm | | | | 300,000 | |
| TIF 2.02,2.03 | | | | | | | | | | | | | | | | | | | | | TIF | | |
| 1.13 Lippert Sidewalk Retrofit and Pavement Repair | | | Sidney Rd. S. to Pottery | | | | | | | | | | | | | | | | | | | | |
| ADA ramp and driveway retrofits, sidewalk reparis, pavement repairs, stormwater retrofit. In house des with consulted survey & basemap | | | | 0.95 | 35,000 | 0 | 35,000 | 0 | | | | | | | 2021 | S | PE | | | | 35,000 | | |
| N/A | | | | | 778,000 | | 0 | | | | | | | | 2022 | S | CN | CDBP | 244,000 | | 544,000 | | |
| | | | | | | | 788,000 | | | | | | | | | | | | | | | | |
| 1.14 | Sidney Road Sidewalk | | Sidney Glen | | | | | | | | | | | | | | | | | | | | |
| | | Address gap in sidewalk along school frontage | Elementary Sidewalk | 0.95 | 1,895,000 | 0 | 0 | 0 | 235,000 | | | | | | 2023 | P | PE | | 173,000 | | 62,000 | | |
| TIF 2.05 | | | | | | | | | | 1,660,000 | | | | | 2024 | P | CN | SRTS | 1,222,000 | | 438,000 | | |
| 1.15 | Pottery Avenue Non Motorized Improvements | | SR16 to Lippert Dr. | | | | | | | | | | | | | | | | | | | | |
| | | Address sidewalk gap from Sunset to Clay near Tremont. Road diet and road widening to provide bikeable shoulders and sidewalk improvements. | | 0.95 | 840,000 | 0 | 35,000 | 0 | | | | | | | 2022 | P | PE | | | | 35,000 | | |
| | | Safety enhancement at Pottery Lippert Intersection and School Crossing. | | | | | 150,000 | | | | | | | | 2022 | P | | | | | 150,000 | | |
| TIF 2.14 | | | | | | | | 655,000 | 655,000 | | | | | | 2024 | S | CN | TIB CS | 644,000 | | 0 | | |
| 1.16 | SR166/ Bay Street Reconstruction | | SR166 from Geiger to Frederick | | | | | | | | | | | | | | | | | | | | |
| | | Raise street to address sea level rise and improve to current standard in accordance with redevelopment plans. Amount shown does not include water and sewer utility improvments. | | | 3,891,000 | 200,000 | 0 | 1,135,000 | 1,135,000 | 0 | 0 | | | | 2022 | P | PE | CDS | 1,000,000 | | 135,000 | | |
| | | | | | | | | 2,649,000 | | | 2,649,000 | | | | 2026 | P | CN | KRCC | 2,000,000 | | 649,000 | | |
| N/A | | | | | | | | | | | | | | | | | | | | | | | |
| 1.17 | Street Lighting Improvements | | City wide corridors, highest priority locatoins | | | | | | | | | | | | | | | | | | | | |
| | | Currently funded work includePottery, Sidney Rd. | | | 1,100,000 | 0 | 0 | 100,000 | 0 | 100 | | | | | 2023 | P | PE | HSIP | 0 | | 0 | | |
| | | Future applications to be submitted for Tremont | | | | | 210,000 | 1,000,000 | 0 | 0 | 1,000,000 | | | | 2024 | P | CN | HSIP | 210,000 | | 0 | | |
| N/A | | | | | | | | | | | | | | | | | | | | | | | |
| 1.18 | Tremont Phase 2 and 3 | | Port Orchard Blvd to Sidney Ave. | | | | | | | | | | | | | | | | | | | | |
| | | Non motorized connectivity study and design of elements for future ROW and/or CN application | | | 732,000 | 0 | 0 | 732,000 | 732,000 | | | | | | 2023 | P | PE | Ped Bike | 732,000 | | 0 | | |
| | | | | | | | | | | | | | | | | P | ROW | | | | 0 | | |
| 2.12 & 2.30 | | | | | | | | | | | | | | | | | | | | | | | |
| 1.19 | SR160/Sedgewick Phase 2a | | New Intersection | | | | | | | | | | | | | | | | | | | | |
| | | New Round About mid way between SR16 and Bethel Rd. Needed to support development on the corridor. | | | 1,550,000 | 0 | 0 | 600,000 | | | | 600,000 | | | 2027 | P | PE | BuildAm | | | 600,000 | | |
| | | City to compelte 60% DN and ROW acquisition for two lane RAB that will be innitially constructed as one lane. Also included is acquisition of a reminent on | | | | | | 950,000 | | | | | 950,000 | | 2028 | P | ROW | BuildAm | | | 950,000 | | |
| 2.04B | | | | | | | | | | | | | | | | | | | | | TIF | | |
| Total Capital | | | | | 44510474 | 2466000 | 10488474 | 33075000 | 8351000 | 4666100 | 16507000 | 858000 | 3688000 | 1500000 | | | | | | 10138590 | 2313000 | 25527686 | |
| Maintenance Projects | | | | | Total | | 2,023 | Future Exp | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | | | | | | | | | |
| 1.51 Annual Pavement Maintenance | | | | | | | | | | | | | | | | | | | | | | | |
| Includes patching, crack-sealing , striping, and other activities | | | | | | 666,000 | 53,000 | 56,500 | 556,500 | 56,500 | 100,000 | 100,000 | 100,000 | 100,000 | On going | S | CN | | | | 556,500 | | |
| 1.52 * Annual Sidewalk & ADA Upgrade Program | | | | | | | | | | | | | | | | | | | | | | | |

| City of Port Orchard Six-Year Transportation Improvement Program For 2024-2029 TIER 1 (Reasonably Constrained) | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|----------------------------|--------------------|------------------------|---------|------------------------|---------|---------|-----------|---------|---------|---------|---------------------|-------------------|-------|-------------------------|---------------|-----------------------|-------------|-------------|
| Proj# (TIF Proj#) | Project Title/Project Description | Road Name Begin Termini End Termini | Total Project Length | Total Est. Cost | Spent Prior to 2023 | 2023 | Future Expenditures | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Phase Start Year | Funding Status | Phase | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds |
| | Repair and replace concrete sidewalks and curb ramps as identified in the program | | | 976,000 | 38,000 | 38,000 | 900,000 | 180,000 | 180,000 | 180,000 | 180,000 | 180,000 | 0 | On going | S | CN | | | | 900,000 | |
| 1.53 ** | Annual Pavement Management System Paving Projects | | | 2,935,000 | 300,000 | 535,000 | 2,100,000 | 350,000 | 350,000 | 350,000 | 350,000 | 350,000 | 350,000 | On going | S | CN | | | | 2,100,000 | |
| 1.55 | Overlay | | | | | | | | | | | | | | | | | | | | |
| | Pavement preparation and overlay. Tremont: PO Blvd. to Bridge, Old Clifton: SR16 to City Limits, Old Clifton Anderson Hill to McCormick Woods Dr. | Tremont Str./ Lund Ave./ Old Clifton Rd. | 1.2 | 1,000,000 | 0 | 0 | 1,000,000 | 0 | 0 | 1,000,000 | 0 | 0 | 0 | 2025 | P | PE,CN | KRCC | 865,000 | | 135,000 | |
| Total Maintenance Projects | | | | 5,577,000 | 391,000 | 629,500 | 4,556,500 | 586,500 | 630,000 | 1,630,000 | 630,000 | 630,000 | 450,000 | | | | | 865,000 | 0 | 3,691,500 | |

* Per 2016 ADA transition plan: \$180,000 annually over 20 years to comply on arterial streets.

** Per 2016 Pavement Management Analysis Report: \$1.45 million annually to maintain network condition (PCI of 70), \$500k to keep network PCI above 65 after 5 years.

City of Port Orchard Transportation Improvement Program (TIP)
For 2030-2043 TIER 2 (Unconstrained)

| Priority | Road Name | Total | Phase | Funding | Federal | State Fund | | | | | | | | |
|------------------|---|--|----------------|-----------------|------------|------------|------------|--------|-------|-----------|---------------|------|-------------|-------------|
| Number | Project Title/Project Description | Begin Termini | Project Length | Total Est. Cost | 2029-2034 | 2035-2042 | Start Year | Status | Phase | Fund Code | Federal Funds | Code | State Funds | Local Funds |
| Capital Projects | | | | | | | | | | | | | | |
| 2.01 | Sidney Avenue (North of SR 16) The design, permitting, right-of-way acquisition and construction for this project with bike lanes, storm drainage and sidewalks. (COMPLETE STREET) | Tremont Street to Fireweed | 1 | 3,750,000 | 3,750,000 | 0 | 2029 | P | PE/RW | STP(U) | 0 | | 0 | 3,750,000 |
| | | | | 6,750,000 | 6,750,000 | 0 | 2031 | P | CN | STP(U) | 0 | | 0 | 6,750,000 |
| TIF 2.01 | | | | | | | | | | | | | | |
| 2.02A | Sedgwick Road West - Design, Permitting & ROW The design, permitting and right-of-way acquisition phase for this widening project with 3 lanes (continuous TWTL), bike lanes, sidewalks and box culvert across Blackjack Creek.) | SR 16 Interchange to Sidney Avenue | 0.4 | 462,428 | 462,428 | 0 | 2029 | P | PE | STP(U) | 400,000 | | 0 | 62,428 |
| | | | | 693,642 | 693,642 | 0 | 2030 | P | RW | STP(U) | 600,000 | | 0 | 93,642 |
| TIF 2.02 | | | | | | | | | | | | | | |
| 2.02B | Sedgwick Road West - Construction The construction phase for this widening project with 3 lanes (continuous TWTL), bike lanes, sidewalks and box culvert across Blackjack Creek.) | SR 16 Interchange to Sidney Rd. | 0.4 | 3,468,208 | 3,468,208 | 0 | 2031 | P | CN | STP(U) | 3,000,000 | | 0 | 468,208 |
| | | | | | | | | | | | | | | |
| TIF 2.02 | | | | | | | | | | | | | | |
| 2.04A.2 | Ramsey Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements. | Sedgwick Road to Salmonberry Road | 0.5 | 2,500,000 | 0 | 2,500,000 | 2029 | P | ALL | | 0 | | 0 | 0 |
| | | | | | | | | | | | | | | |
| TIF 2.04A | | | | | | | | | | | | | | |
| 2.04B | Bethel/Sedgwick Corridor Phase 2 - ROW and Construction Design, ROW acquisition and construction of the second phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018). | Sedgwick Road: SR-16 interchange to Bethel | 0.7 | 1,110,000 | 1,110,000 | 0 | 2030 | P | PE | | 0 | | 0 | 1,110,000 |
| | | | | 2,802,000 | 2,802,000 | 0 | 2031 | P | RW | | 0 | | 0 | 2,802,000 |
| | | | | 12,757,000 | 12,757,000 | 0 | 2032 | P | CN | | 12,725,000 | | 0 | 0 |
| TIF 2.04B | | | | | | | | | | | | | | |
| 2.04C | Bethel/Sedgwick Corridor Phase 3 - ROW and Construction Design, ROW acquisition and construction of the third phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018). | Bethel Road: Blueberry to Sedgwick | 0.25 | 422,000 | 422,000 | 0 | 2032 | P | PE | | 0 | | 0 | 422,000 |
| | | | | 541,000 | 541,000 | 0 | 2033 | P | RW | | 0 | | 0 | 541,000 |
| | | | | 4,859,000 | 4,859,000 | 0 | 2034 | P | CN | | 4,859,000 | | 0 | 0 |
| TIF 2.04C | | | | | | | | | | | | | | |
| 2.04D | Bethel/Sedgwick Corridor Phase 4 - ROW and Construction Design, ROW acquisition and construction of the fourth phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018). | Bethel Road: Lund to Salmonberry | 0.5 | 616,000 | 0 | 616,000 | 2034 | P | PE | | 0 | | 0 | 616,000 |
| | | | | 1,041,000 | 0 | 1,041,000 | 2035 | P | RW | | 0 | | 0 | 1,041,000 |
| | | | | 7,087,000 | 0 | 7,087,000 | 2036 | P | CN | | 7,087,000 | | 0 | 0 |
| TIF 2.04D | | | | | | | | | | | | | | |
| 2.04E | Bethel/Sedgwick Corridor Phase 5 - ROW and Construction Design, ROW acquisition and construction of the fifth phase of the street improvements per the Bethel/Sedgwick Corridor Plan (2018). | Bethel Road: Mile Hill Drive to Lund | 1.1 | 720,000 | 0 | 720,000 | 2036 | P | PE | | 0 | | 0 | 720,000 |
| | | | | 1,532,000 | 0 | 1,532,000 | 2037 | P | RW | | 0 | | 0 | 1,532,000 |
| | | | | 8,283,000 | 0 | 8,283,000 | 2038 | P | CN | | 8,283,000 | | 0 | 0 |
| TIF 2.04E | | | | | | | | | | | | | | |

City of Port Orchard Transportation Improvement Program (TIP)
For 2030-2043 TIER 2 (Unconstrained)

| Priority | Road Name | Total | Phase | Funding | Federal | State Fund | | | | | | | | |
|----------|---|---------------------------------------|-------|-----------|-----------|------------|------|-------|-------------|--------|-----------|-----|-----------|-----------|
| Number | Project Title/Project Description | Begin Termini | Start | Status | Fund Code | Funds | Code | Funds | Local Funds | | | | | |
| | | End Termini | Year | | | | | | | | | | | |
| 2.05 | Sidney Road SW Widening | Sidney Road SW: | | | | | | | | | | | | |
| | Sidney Avenue is currently two lanes wide, it needs to be widened to three lanes (additional TWTL) including bike lanes, sidewalks, traffic calming, and stormwater system improvements. | SR 16 Overpass to Sedgwick Road | 0.95 | 500,000 | 500,000 | 0 | 2028 | P | PE | | 0 | | 0 | 500,000 |
| | | | | 5,761,850 | 5,761,850 | 0 | 2029 | P | CN | STP(U) | 3,600,000 | TIB | 1,600,000 | 561,850 |
| TIF 2.05 | (COMPLETE STREET). | | | | | | | | | | | | | |
| 2.06 | Pottery Avenue Widening | Pottery Avenue: | | | | | | | | | | | | |
| | Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements. | Tremont Place to Melcher Street | 0.22 | 1,600,000 | 1,600,000 | 0 | 2029 | P | ALL | | 0 | | 0 | 1,600,000 |
| TIF 2.06 | | | | | | | | | | | | | | |
| 2.07 | Old Clifton Rd Shoulder & Pedestrian Improvements | Old Clifton Road: | | | | | | | | | | | | |
| | Design and construction of shoulder widening, street lighting, watermain extension and grade-seperated Pedestrian Path as identified in the McCormick Urban Village Trans Plan. | Anderson Hill to Westerly City Limits | 1.35 | 2,700,000 | 2,700,000 | 0 | 2028 | P | CN | | 0 | | 0 | 2,000,000 |
| TIF 2.07 | | | | | | | | | | | | | | |
| 2.08 | O. Clifton Rd & McC. Woods Dr. Intersection | Old Clifton Rd/ | | | | | | | | | | | | |
| | Design and construction of intersecion (roundabout) improvements including street lighting, as identified in the McCormick Urban Village Trans Plan. | McCormick Woods Dr. Intersection | 0 | 250,000 | 0 | 250,000 | 2032 | P | PE | | 0 | | 0 | 250,000 |
| | | | | 750,000 | 0 | 750,000 | 2033 | P | CN | | 0 | | 0 | 750,000 |
| TIF 2.08 | | | | | | | | | | | | | | |
| 2.09 | Melcher Street Widening | Melcher Street: | | | | | | | | | | | | |
| | Melcher Street West is currently a narrow two-lane road. The reconstruction would widen the road to allow two safe travel lanes, bike lanes, sidewalks and a stormwater system. | Pottery Avenue to Sherman Avenue | 0.4 | 600,000 | 0 | 600,000 | 2032 | P | ALL | | 0 | | 0 | 750,000 |
| TIF 2.09 | | | | | | | | | | | | | | |
| 2.10 | Fireweed Road Widening | Fireweed Road: | | | | | | | | | | | | |
| | Fireweed is currently a narrow two lane road. The reconstruction would widen the road to allow for safe travel lanes, bike lanes, sidewalks and a stormwater system. | Sidney Avenue to South Flower Avenue | 0.25 | 375,000 | 0 | 375,000 | 2035 | P | ALL | | 0 | | 0 | 750,000 |
| TIF 2.10 | | | | | | | | | | | | | | |
| 2.11 | Sherman Avenue Widening | Sherman Avenue: | | | | | | | | | | | | |
| | Sherman Avenue is currently a narrow two-lane road. The reconstruction would widen the road to allow two safe travel lanes, bike lanes, sidewalks and a stormwater system. | Fireweed Road to Terminus at SR 16 | 0.35 | 525,000 | 0 | 525,000 | 2032 | P | ALL | | 0 | | 0 | 750,000 |
| TIF 2.12 | | | | | | | | | | | | | | |
| 2.12 | Tremont St Widening - Port Orchard Blvd (Ph. 2) | Port Orchard Blvd. | | | | | | | | | | | | |
| | Construct roundabouts at Tremont Street/PO Blvd. and Bay Street (SR166)/PO Blvd. and curb, gutter, bike lanes, sidewalks, street lighting, storm drainage and Schedule 74 Undergrounding. | Tremont Street to Bay Street (SR166) | 1.1 | 809,250 | 0 | 809,250 | 2033 | P | PE | STP(U) | 700,000 | | 0 | 109,250 |
| | | | | 520,231 | 0 | 520,231 | 2035 | P | RW | STP(U) | 450,000 | | 0 | 70,231 |
| | | | | 7,225,434 | 0 | 7,225,434 | 2037 | P | CN | STP(U) | 6,250,000 | | 0 | 975,434 |
| TIF 2.13 | | | | | | | | | | | | | | |
| 2.13 | Pottery Avenue Widening Tremont to SR16 | Pottery Avenue | | | | | | | | | | | | |
| | Pottery is currently a two-lane road, it needs to be widened to a four-lane road, with sidewalks, traffic calming and upgrades to the stormwater system. | Tremont Street SR 16 Overpass | 0.95 | 500,000 | 500,000 | 0 | 2030 | P | PE | STP(U) | 432,500 | | | 67,500 |
| | | | | 750,000 | 750,000 | 0 | 2031 | P | RW | STP(U) | 648,750 | | | 101,250 |
| TIF 2.14 | | | | 2,950,000 | 2,950,000 | 0 | 2033 | P | CN | STP(U) | 2,292,250 | | 0 | 657,750 |

City of Port Orchard Transportation Improvement Program (TIP)
For 2030-2043 TIER 2 (Unconstrained)

| Priority | Road Name | Total | Phase | Funding | Federal | State Fund | | | | | | | | |
|-----------|--|---|-------|---------|-----------|------------|------|-------|-------------|--|--|--|--|--|
| Number | Project Title/Project Description | Begin Termini | Start | Status | Fund Code | Funds | Code | Funds | Local Funds | | | | | |
| | | End Termini | Year | | | | | | | | | | | |
| 2.14 | Old Clifton Berry Lake Road Intersection Intersection Improvement by Kitsap County | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 2.15 | Blueberry Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements. | Geiger Road to Bethel Road | 2036 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.16 | | | | | | | | | | | | | | |
| 2.16 | Geiger Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements. | Sedgwick Road to Blueberry Road | 2034 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.17 | | | | | | | | | | | | | | |
| 2.17 | Salmonberry Road Widening Widen road to two travel lanes with bike lanes, sidewalks and stormwater system improvements. | Ramsey Road to Bethel Road | 2028 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.18 | | | | | | | | | | | | | | |
| 2.18 | Piperberry Way Extention Provide an extetion of Piperberry from Ramsey to Geiger and a new street connection to the proposed round about on Sedgwick. | Geiger Road to Ramsey Road | 2034 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.19 | | | | | | | | | | | | | | |
| 2.19 | Old Clifton & Feigly Intersection Complete streets improvemets indentified in the McCormicks Urban Village Transportation Plan. Continuation of 1.5A | Feigly intersection | 2040 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.21 | | | | | | | | | | | | | | |
| 2.20 | Bay Street Pathway - West Continuation of project following study in 1.8 | Tremont to Footferry | 2030 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| 2.21 | Walmart to Salmonberry Connector Complete roadway connection | Salmonberry | 2040 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| TIF 2.04A | | | | | | | | | | | | | | |
| 2.22 | Downtown Bay Street Study Study main street in downtown port orchard for complete streets with bikelanes and streetscape for pedestrians and storefronts. Study to address traffic cirulation and raising streets for seal level rise and associated stormwater and other utility improvements. | Port Orchard Blvd to Mile Hill Dr intersection with Bay Street. | 2033 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| 2.23 | Bay Street Improvements Complete Street and utlitiy improvements. Refer to Study. | Port Orchard Blvd to Mile Hill Dr intersection with Bay Street. | 2040 | P | | 0 | | 0 | 0 | | | | | |
| | | | | | | | | | | | | | | |
| 2.24 | Bay St. & Port Orchard Blvd Intersection | Bay Street at Port | | | | | | | | | | | | |

| City of Port Orchard Transportation Improvement Program (TIP) For 2030-2043 TIER 2 (Unconstrained) | | | | | | | | | | | | | | |
|---|--|--|----------------------------|-----------------|------------|------------|------------------------|-------------------|-------|----------------------|---------------|--------------------|-------------|-------------|
| Priority | Project Title/Project Description | Road Name Begin Termini End Termini | Total Project Length | Total Est. Cost | 2029-2034 | 2035-2042 | Phase Start Year | Funding Status | Phase | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds |
| | Single Lane Round About to address safety and capacity. Bay Street Pathway crossing. Assumed creek is not impacted by project/ no major mitigation. | Orchard Bulivard | 0 | 3,000,000 | 0 | 3,000,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.25 | Bay St. & Kitsap Street Intersection Improvement Re-align Kitsap intersection to addres safety and capacity. Cline to end at Kitsap. Relocate flag pole. Signalized Intersection? | Bay Street at Kitsap Street | 0 | 2,000,000 | 0 | 2,000,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.26 | Bay St. & Mitchell and Wetzil Reconfigure intersections to address safety and capacity. | Bay Street at Mitchell Avenue and Guy Wetzil Rd. | 0 | 2,500,000 | 0 | 2,500,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.27 | Sidney Avenue Improvements Sidewalk and streetscape improvements. Developer Imprpovements? | Prospect St. to the Waterfront | 0 | 1,500,000 | 0 | 1,500,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.28 | Harrison Avenue Improvements Sidewalk and streetscape improvements. Signal replacement? Developer Project? | Bay Street to the Waterfront | 0 | 1,000,000 | 0 | 1,000,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.28 | Fredrickson Ave Impr. Convert to two way street with angled parking. Provide sidewalk and streetscape impr. | Cline St. to Sidney Ave. | 0 | 1,500,000 | 0 | 1,500,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.29 | New Waterfront Street Sidewalk and streetscape improvements. "Shared Street" concept. Developer Improvement? | Cline Street to Harrson Avenue | 0 | 2,500,000 | 0 | 2,500,000 | 2040 | P | ALL | | 0 | | 0 | 0 |
| 2.30 | Tremont St Widening - Port Orchard Blvd (Ph. 3) Center median, bike lane, sidewalk, and streetscape improvements on Tremont and Sidney. Round about at the Tremont/ Sidney intersection for non-motorized safety. | Port Orchard Blvd. to Sidney Ave. | 0 | 5,000,000 | 0 | 5,000,000 | 2041 | P | ALL | STP(U) | 0 | TIB, Ped Bike | 0 | 0 |
| Total Tier 2 Capital Projects | | | | 86,986,043 | 52,377,128 | 34,608,915 | | | | | 51,327,500 | | 1,600,000 | 29,801,543 |

City of Port Orchard Transportation Improvement Program (TIP)
For 2030-2043 TIER 2 (Unconstrained)

| Priority | Road Name | Total | Phase | Funding | Federal | State Fund | | | | | | | |
|-----------------------------------|-------------------------------------|--|-------|---------|-----------|---------------|------|-------------|-------------|--|---|--|---------|
| Number | Project Title/Project Description | Begin Termini | Start | Status | Fund Code | Federal Funds | Code | State Funds | Local Funds | | | | |
| | | End Termini | Year | | | | | | | | | | |
| Maintenance Project | | | | | | | | | | | | | |
| 2.51 | Cline Avenue Repairs | | | | | | | | | | | | |
| | Replace sidewalk and parking strip. | Cline Avenue: Kitsap Street to Dwight Street | 0.13 | 200,000 | 0 | 0 | P | ALL | | | | | 200,000 |
| Total Tier 2 Maintenance Projects | | | | 200,000 | 0 | 0 | | | 0 | | 0 | | 200,000 |

Chapter 9. Capital Facilities

9.1. Introduction

This Capital Facilities Element of the 2016 Comprehensive Plan provides information about the City's existing public facilities, and the need for future facilities to address the requirements of a growing population. The Capital Facilities Element, in conjunction with the City's Capital Facilities Plan (CFP) and Capital Improvements Program (CIP), provide guidance for the City to achieve its goals of providing the appropriate public facilities and desirable levels of public services to its residents and businesses.

Capital Facilities Vision

Provide outstanding community facilities that serve the needs of a growing and changing city. Maintain existing community facilities and develop additional facilities to address the city's growth and evolving needs. New facilities should address multiple objectives, such as creating new open space and enhancing neighborhood character, even as they serve basic functional requirements.

Ensuring that public facilities are available when growth occurs is critical to the quality of life for Port Orchard's residents. The implementation of the Capital Facilities Element and related plans will help realize the community's vision for outstanding community facilities, as well as the vision and goals of the Land Use Element. This Element also functions in coordination with the Comprehensive Plan's Utilities, Parks and Transportation elements and functional system plans for water, wastewater and stormwater. These are discussed in more detail in Section 9.3.

The state requires the City to demonstrate that all capital facilities serving its population have been considered and that planning is done in a coordinated and comprehensive fashion. The Public Facilities and

Services Goal of the Growth Management Act (GMA) requires that the level of service ("LOS") of public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use, without decreasing current service levels below locally established minimum standards ("the concurrency requirement"). Kitsap County's Countywide Planning Policies also require the City to ensure that its growth plans are consistent with the CIP and that adequate public facilities and services are or will be available to serve the City's population allocation through the planning period. If limited funding or other circumstances would prevent the city from providing adequate facilities and services, the Growth Management Act requires the city to re-evaluate the Land Use Element and make sure that capital facilities plans and land use plans are consistent.

The City of Port Orchard owns and manages a variety of capital facilities, including roads, parks, utility systems, police facilities, and administrative buildings. In addition to the facilities owned and managed by the City, there are publicly-owned capital facilities managed by other entities which meet some of Port Orchard's capital facility needs. These include, but are not limited to, schools, library, sewage treatment, and public transit. Privately owned utilities (electrical, natural gas, and telecommunications) conduct their own planning processes and maintain their own system plans. The City influences private system

planning through its authority to regulate land uses and its obligation to develop and maintain a Comprehensive Plan.

The City uses its capital facilities and functional plans, with guidance from the Comprehensive Plan, to make planning and budgetary decisions about the need and timing for construction of new facilities, improvements to existing facilities, the levels of service provided by those facilities, and how to fund and maintain these needs. Planning decisions should also address the evolving and adaptive role of technology in the provision of capital facilities.

The complete list of capital facility improvements planned in the next seven years is provided in the City's Capital Improvements Program (CIP), which is described in Section 9.3. The CIP and the functional plans provide a complete facility inventory, as well as needs, projected costs, and funding sources.

9.2. Inventory and Identified Needs

9.2.1 Administration and Service Facilities

| Facility | Location | Size (sq ft) |
|--|---------------------|--------------|
| City Hall (includes Police Station and Municipal Court) | 216 Prospect Street | 28,370 |
| Public Works Shop | 1535 Vivian Court | 6,000 |
| South Shed | 2051 Sidney Avenue | 3,811 |
| Active Club | 1026 Tacoma Avenue | 7,500 |
| Police Shooting Range | 1278 Lloyd Parkway | N/A |
| Library | 87 Sidney Avenue | 8,586 |
| Community Development Department Building | 720 Prospect Street | 2,925 |
| <u>Property Acquisition for City Administration Offices and Public and City Employee Parking</u> | <u>Various</u> | |

The City's Capital Facilities Plan provides a detailed description and analysis of the City's current capital facilities, as summarized below:

City Hall

The primary municipal building is the City Hall, which was built in 1999. It contains all of the City's departments and staff, except for the Public Works crew.

The CFP established the level of service for administrative space (including police and courts) at 2,408 sq ft per 1,000 residents. The state's Office of Financial Management estimated the City's 2015 population at 9,950. The City's 2036 target population allocation is 20,558. City Hall also requires some maintenance and improvements, as identified in the CFP. In 2016, the City contracted with Rice Fergus Miller, Inc to prepare a facilities space analysis for the City Hall. This analysis, which has been included in Appendix B of the City's Comprehensive Plan (Plans Adopted by Reference), found that the Port Orchard City Hall's net usable area was approximately 64% of the area provided in the city halls for Gig Harbor and Poulsbo, which are smaller cities. The analysis recommended that approximately 10,592 gross square feet be added to City Hall through 2025, based on the City's projected population growth, in order to maintain and improve work space and customer service. Parking should also be provided for an expansion.

The Police Department currently occupies approximately 5,500 sq ft on the ground floor of City Hall. The Police Department has indicated that it requires approximately 10,000-15,000 additional square feet of office space with 3,000-5,000 sq ft of storage to meet its needs for the next 20 years. The City should review options for providing the additional space needed to maintain an appropriate level of police services.



Public Works – Shop and South Shed

The Public Works shop houses this department's foreman and crew and a majority of the City's maintenance vehicles and equipment.

The shop has sufficient capacity to support staff throughout the capital facilities planning period. There is a current level of service for enclosed maintenance facilities of 833 sq ft per 1,000 residents. However, there is not enough covered parking for City vehicles and equipment, and the City has identified the need for a second four-bay carport to cover and protect City vehicles and equipment from the elements.

The south shed is anticipated to continue being used as a storage facility and staging area through the planning period. No construction, remodeling or expansion need is anticipated.



Active Club

The Active Club is the only community recreational building owned by the City. It provides space for a number of recreational, sports and civic organizations to conduct activities.

Police Shooting Range

The police shooting range provides a convenient and safe location for officers to train and practice with firearms.

Library

The library building is owned by the City and houses the local branch of the Kitsap Public Library.

9.2.2 Parks and Recreational Facilities

The City has a number of parks and recreational facilities, listed below.

Current Parks Facilities

| Park Name | Size | Facilities |
|-------------------------------|-----------------------------------|---|
| Van Zee | 8.3 Acres | Picnic Areas and shelters, trails, two baseball diamonds, playground, sports field, lighted tennis courts, horseshoe court, restroom |
| Clayton Park | 1.4 Acres | Picnic tables, playground, sports field, basketball court, picnic shelter |
| Givens Field | 6.7 Acres | 2 Baseball Diamonds (under lease, not available for public use), lighted tennis courts, lighted horseshoe courts, restrooms, picnic area, playground, Active Club |
| Lundberg Park | 4.8 Acres | Not open to the public, no facilities |
| Paul Powers, Jr. Park | 3.75 Acres | Field, playground, basketball court |
| Boat Ramp | 0.3 Acres | Municipal boat ramp, restroom, parking |
| DeKalb Pedestrian Pier | 4.1 Acres | 169 feet of pier, 359 feet of floats, picnic tables |
| Etta Turner Park | 0.6 Acres | Gazebo, benches, view of Sinclair Inlet, trail connection |
| McCormick Village Park | 28.6 Acres | Trails, restrooms |
| Seattle Ave Waterway Property | 1.88 Acres *tidelands included | Trail connection |
| Waterfront Park | 1.9 Acres | Sidewalks, picnic table, bench, viewing platform |
| Westbay Easements | N/A | Trail connection, beach access |

| | | |
|-----------------------|-----------|---|
| Bethel South Property | 5.3 Acres | Not open to the public, no facilities; a portion planned for construction of dog park |
|-----------------------|-----------|---|

In addition to the properties in the above table, which are owned and operated by the City, Port Orchard residents also have a number of non-City parks and private facilities that are available for public recreational use.

The City's Parks Plan provides a comparison of current recreational facilities and services within the City against the recommended levels of service used by the state's Interagency Council for Outdoor

Recreation and by Kitsap County. This comparison is used to establish the LOS for recreational needs of the City's existing and future population. City-owned, non-City publicly owned, and private recreational facilities are all considered by the City when determining levels of service.



In general, the City has adequate park and recreational facilities to serve the population during the planning period, with existing deficits in bike paths, boat launches and pedestrian trails, and projected deficits in community and neighborhood parks. Additional information on the City's parks and more detailed planning strategies can be found in the

City's Parks Plan and in the Parks Element of this Comprehensive Plan.

9.2.3 Utilities and Transportation

The City owns, maintains and manages its water system and wastewater collection system. It is also responsible for City roads and other aspects of the City's transportation system. More information on these facilities is provided in the City's functional plans and other Elements of the Comprehensive Plan (Utilities, Transportation).

9.3. Planning and Policy Connections

A complete list of capital facility improvements planned in the next seven years is included in the city's Capital Improvements Program (CIP), which is described in this section. The CIP and the functional plans listed in the following table identify facility inventories, needs, projected costs, and funding sources.

Capital improvement recommendations are drawn primarily from functional plans specific to each capital facility or City department. Utilities such as water, sewer, and stormwater have specific requirements according to state and federal law. Each City department forecasts needed improvements for at least a twenty-year. Each plan contains an inventory of the system and a forecast of system demand and capacity based on population and regulatory mandates. The functional plans identify capital investments required to meet future demand and to replace or maintain existing facilities for continued service. The plans also define the customer service level for each facility provide and system-specific operating policies.

The CIP uses many revenue sources to fund the capital improvement projects identified in the plan, including sales tax, business and occupation tax, utility rates, state revenues, bonds, and grants. Impact fees¹ and other specific revenues allowed under the Growth Management Act also offer potential funding sources.



Coordinating City Functional Plans and Capital Improvements Program

| | |
|--|--|
| <u>Capital Improvements Program</u> This is the city's seven-year financing and implementation plan in which needed capital improvements to the city's public facilities and infrastructure are identified and prioritized. | Funding: plan updated biennially. |
| <u>Water System Plan</u> This plan provides a basis for capital improvement planning for six years and forecasts anticipated needs to a 20-year planning horizon. | Functional Plan: updated on a 6-10 year cycle, as needed. |
| <u>Wastewater System Plan</u> This plan addresses aging infrastructure, system expansion to accommodate development, revised policies and practices, data, finances, revised growth forecasting, and recommended improvements. | Functional Plan: updated on a 6-10 year cycle, as needed. |
| <u>Storm and Surface Water System Plan</u> This plan establishes the city's storm and surface water policy. | Functional Plan: updated on a 6-10 year cycle, as needed. |

| | |
|--|---|
| <p><u>Parks Plan</u></p> <p>This plan is the primary tool to guide the long-term growth and development of Bellevue's Port Orchard's parks and open space system. The core of the plan is a set of 20-year capital project recommendations, which are reviewed and updated approximately every six years.</p> | <p>Functional Plan: updated on a 6-10 year cycle, as needed.</p> |
| <p><u>Transportation Plan</u></p> <p>This six-year plan indicates needs for maintenance and improvement of the City's transportation network.</p> | <p>Functional Plan: updated every two years.</p> |

9.4. Future Needs

A key feature of the capital facilities planning process is asset management, which continually monitors the condition of existing facilities and infrastructure, identifies the levels of maintenance needed, and determines when facilities need to be replaced. The city's capital facilities policies ensure that the city plans in advance for maintenance and infrastructure replacement to maintain levels of service. These policies also tie capital facilities planning to land use, making sure that assumptions about future growth are consistent.

The City of Port Orchard owns, operates, and maintains over \$3.5 billion of infrastructure to provide drinking water, wastewater, and stormwater and surface water services to its residents and businesses. Continued investment in this infrastructure is necessary for continued delivery of utility services that are critical for human health and safety, economic development, as well as supporting a sustainable, healthy environment. Capital facility investment helps to ensure that the City can continue to deliver the high quality municipal utility services customers expect.

The City of Port Orchard has a rapidly growing population. To provide adequate capital facilities, the City is working to address substandard infrastructure and comply with new regulations.

While there are unique challenges to specific capital facility services, several issues apply broadly to Port Orchard:

Accommodating Increased Demand. Increased demand will require investment for building and maintaining facilities for services like water, wastewater, stormwater, parks, fire, police, transportation, and municipal buildings. Non-city providers, such as school districts, libraries and solid waste processors, will also experience increased demand for services and will need to plan for new or improved facilities.

Aging Infrastructure. Some of Port Orchard's capital facilities are aging or inadequate for current service needs, and will require repairs and replacement over the next twenty years. The costs of replacing utility infrastructure and roads are substantial and take years for planning and implementation. Likewise, facilities such as parks and municipal buildings require ongoing maintenance, improvements, or replacement. City departments maintain plans and strategies for funding and building necessary improvements, which are scheduled and assigned funding in the city's seven-year CIP.

Compliance with New Laws and Regulations. Changing state and federal mandates governing capital facilities systems require the city to monitor and review its systems to ensure compliance. For example, compliance with the city's National Pollutant Discharge Elimination System Municipal Stormwater Permit (NPDES), a Federal Clean Water Act mandate that affects programs citywide, will have significant long-term impacts on the way the city does business, on city expenses, and on private development costs. In February 2010, stormwater regulations were significantly expanded under the NPDES Phase II permit. These new regulations, along with associated stormwater requirements that must be incorporated into City code by 2017, places significant additional requirements on the City's planning and regulatory functions.

The City of Port Orchard benefits from its proximity to centers for recreation, open space, and sports fields outside City Limits and/or held by other agencies or groups, such as the South Kitsap School District and Kitsap County. Creating and strengthening regional partnerships will enable Port Orchard and its partners to provide greater facilities and opportunities than would be possible alone. The City of Port Orchard is already working with Kitsap County and other nearby jurisdiction to create and expand a regional water trail including shoreline access with launch points, rest areas, parking facilities.

9.5. Goals and Policies

Goal I. Provide an efficient distribution and mixture of public facilities, including parks, parking areas, non-motorized transportation connections, and other facilities and services.

- | | |
|-------------|--|
| Policy CF-1 | The City should explore opportunities for acquisition of surface parking areas within the downtown core to serve the general public and municipal purposes. |
| Policy CF-2 | The City should consider development of multi-use facilities that can serve more than one public need. The City should coordinate with other jurisdictions and agencies that also provide public facilities, such as Kitsap County, Kitsap Transit and the Port of Bremerton, to encourage cooperative planning of future facilities and reduce redundancy. The City should also explore opportunities for public/private partnerships and funding sources that could provide a mix of public facilities and other uses such as commercial and residential within the same development, where appropriate. |
| Policy CF-3 | Encourage public awareness and consider public input when considering the need for and proposed locations of new public facilities. Develop public facilities according to the specific needs, locations and levels of service identified in the City's functional plans and capital improvements program. |
| Policy CF-4 | Encourage the joint use of utility corridors for open space and non-motorized pathways and trails, provided that such joint use is consistent with limitations prescribed by applicable law and prudent utility practice. |

Policy CF-5 Encourage private property owners and developers to donate public trail access and parcels for park development in areas identified for future municipal parks and trail connections.

Goal 2. The City shall establish minimum levels of service for provision of urban services (i.e. fire, police, garbage disposal, parks, library, and other appropriate services).

Policy CF-6 It is the City's intent that adequate school facilities be provided for the community. Individual school levels of service should be maintained as adopted and funded by the South Kitsap School District School Board.

Goal 3. Ensure that infrastructure, facilities, and services are adequate to serve new projects at the time buildings are available for occupancy and use, without decreasing service levels below locally established minimum standards.

Policy CF-7 Require that urban level facilities and services are provided prior to or concurrent with development. These services include, but are not limited to, transportation infrastructure, parks, potable water supply, sewage disposal, stormwater and surface water management, and solid waste management.

Policy CF-8 Facilitate adequate planning for services and facilities by coordinating with utility providers on annual updates of population, employment and development projections.

Policy CF-9 Regularly monitor and update LOS standards for public facilities to reflect community preferences for quality of service delivery.

Policy CF-10 Encourage providers to improve accessibility to public services by making information available, convenient and complete.

Policy CF-11 Maintain an inventory of existing capital facilities owned by public entities.

Policy CF-12 The City should acquire property sufficient to provide capital facility services at established levels of service, according to the identified deficiencies and future needs for such services as provided in the City's functional plans.

Goal 4. Ensure that the provision of capital facilities meets the needs of the present without compromising the ability of future generations to meet their own needs.

- Policy CF-13 Provide public facilities and services conveniently and equitably throughout the community and do not unduly affect any one group of people or geographic area by the siting or expansion of essential public facilities.
- Policy CF-14 Ensure that the provision of capital facilities is environmentally sensitive, safe and reliable, aesthetically compatible with surrounding land uses, and economical to consumers.
- Policy CF-15 Ensure that new growth and development pay a fair, proportionate share of the cost of new facilities needed to serve such growth and development.
- Policy CF-16 Direct growth within the community where adequate public facilities exist or can be efficiently provided.
- Policy CF-17 Seek to reduce the per unit cost of public facilities and services by encouraging urban intensity development within the City and adjacent Urban Growth Areas.
- Policy CF-18 Coordinate the construction of public facility improvements such as utility and road improvements to help minimize project costs.
- Policy CF-19 Ensure the efficient and equitable siting of capital facilities through cooperative and coordinated planning.
- Policy CF-20 Coordinate and cooperate with other jurisdictions in the implementation of multijurisdictional utility facility expansions and improvements.
- Policy CF-21 Provide meaningful opportunities for community involvement in the planning of capital facilities.

Goal 5: Support provision of adequate, timely and efficient fire protection and emergency medical service within the City.

- Policy CF-22 Coordinate with South Kitsap Fire and Rescue on planning for the location of new fire stations to ensure that they are dispersed throughout the City and located near areas of high population concentration.
- Policy CF-23 Encourage consolidation of duplicate services between Fire Districts to use resources more effectively.

Goal 6: Reduce crime risks within the City.

- Policy CF-24 Design and locate capital facility improvements to optimize public safety through increased visibility at joint use facilities (e.g., streets, public buildings, etc.)
- Policy CF-25 Ensure that there are enough commissioned officers and support staff to support the established LOS in the City.

Goal 7. Coordinate land use and school district capital facilities planning.

- Policy CF-26 Recognize that schools provide a unifying social and physical amenity that are key foci for successful neighborhoods. Encourage elementary schools to be located in or near neighborhood centers and middle schools, junior high schools and senior high schools to be located near community centers.
- Policy CF-27 Coordinate with the South Kitsap School District to develop strategies to ensure that students are not forced to attend a school outside their neighborhood.
- Policy CF-28 Coordinate with the South Kitsap School District to develop strategies to provide and enhance safe multi-modal access to the schools.
- Policy CF-29 Review and update school impact fees at least every 4 years.
- Policy CF-30 Explore opportunities to develop joint use facilities with the South Kitsap School District, such as recreational and community center facilities.

Goal 8: Develop and maintain adequate and convenient parks, recreation, and open space areas and facilities for all age groups to serve both the existing and future population of Port Orchard and surrounding areas.

- Policy CF-31 Preserve open space considered scenic in value by :
- a. enhancing and expanding park facilities.
 - b. discouraging obstructions of scenic views.
- Policy CF-32 Increase the size and number of parks and open spaces by:
- a. establishing partnerships with other agencies to jointly utilize public facilities.

- b. promoting through public and private investments, the acquisition of open space facilities and assuring proper maintenance thereof.
- c. providing for public input when developing plans for public parks.
- d. providing for a mixture of active and passive open spaces within residential and commercial areas with consideration of nearby public facilities.
- e. providing input on development plans for public parks within Port Orchard's Urban Growth Boundary.

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| Policy CF-33 | Monitor and maintain the LOS for park facilities as established in the City's comprehensive Parks Plan. |
| Policy CF-34 | The Active Club should continue to be maintained and improved. |
| Policy CF-35 | Reevaluate the City's established park impact fee at least every four years to ensure that the fee is appropriate based on the City's LOS for parks acquisition, improvement and maintenance. |
| Policy CF-36 | Correct LOS deficiencies in park facilities through capital improvements. |
| Policy CF-37 | Collaborate with Kitsap County to explore formation of a Municipal Parks District to help fund and develop community and neighborhood scale parks throughout the city and the Urban Growth Area. |
| Policy CF-38 | Develop neighborhood parks adjacent to school sites whenever possible in order to promote facility sharing. Facilities on the neighborhood park site should supplement uses that the school does not provide such as trails, open space, picnic areas, playground equipment, and multi-purpose paved sport courts. |
| Policy CF-39 | Encourage implementation of the County's Greenways Plan that outlines a citywide system of trails that will serve park, recreation, and open space needs. Link a system of trails between neighborhoods and parks, school sites, and other public property. Utilize public lands and existing rights-of-way for trail purposes whenever feasible. |
| Policy CF-40 | Place interpretive signs along trails to encourage community, historical, and environmental awareness and place distance markers along the trail for walkers and runners. |
| Policy CF-41 | The City should maximize the use of state and federal grants for future parks improvements whenever possible. |
| Policy CF-42 | Create new parks in recently annexed areas or update existing parks within newly annexed portions of the City. |

Policy CF-43 In conjunction with partners, develop the South Kitsap Community Events Center as a recreational and civic amenities hub for Port Orchard and the South Kitsap region.

Goal 9. Ensure that an adequate water supply is available to support the level of population growth and land development projected within the City.

Policy CF-44 Maintain drinking water quality in accordance with State and Federal standards to ensure the quality of drinking water delivered to customers of the water system.

Policy CF-45 Provide high quality domestic and fire protection service to all areas within the retail service area.

Policy CF-46 Utilize City-owned and operated sources of supply to maximize efficiency and cost effectiveness of the water system.

Policy CF-47 Maintain water system facilities to ensure a high level of service is provided to all customers and maximize the life of facilities to protect the investment of ratepayers.

Policy CF-48 Construct new facilities as required to serve the existing and future populations of the established water service area and South Kitsap Urban Growth Area.

Policy CF-49 Interconnect the City's main water system with the independent facilities serving the City's 580 and 660 Pressure Zones (McCormick Woods System). This will allow for combining the two existing systems under one water system identification number.

Policy CF-50 Implement and maintain water use efficiency and conservation programs to discourage water waste, promote the prudent use of water resources and support protection of habitat and the environment.

Policy CF-51 Work with neighboring water utilities, participate in regional water planning efforts to establish common goals of uniform water system standards and facilitate coordination of efforts toward the adequate provision of water service throughout the region.

Policy CF-52 Conduct water system operations in a manner that insures high quality service in accordance with all applicable rules and regulations, at the lowest reasonable cost.

Policy CF-53 Encourage land uses and programs that promote water conservation.

Policy CF-54 Revise water service boundaries in cases where the designated water service provider cannot provide timely or reasonable service.

Policy CF-55 Ensure that land uses permitted in aquifer recharge areas do not lead to contamination of water resources.

Policy CF-56 Encourage new developments adjacent to properties with private wells or existing septic systems to connect to the City's water system or, if not feasible, ensure that adverse impacts to existing wells or septic systems from new development is avoided or mitigated.

Goal 10. Provide safe, reliable and timely sewer service to consumers at a fair and reasonable price.

Policy CF-57 Coordinate construction of sewage improvements with other utilities.

The City shall require all new development to connect to public sewer and water systems, unless physically or financially infeasible.

Goal 11. Ensure that all utility infrastructure expansion provides an adequate level of public service to support new development consistent with the City's policies, criteria, and standards. In addition, utility expansion should also be consistent with current land use plans and development regulations of the State of Washington, Kitsap County, and appropriate local planning agencies.

Policy CF-58 Utilize best construction methods and practices and innovative techniques in the design and construction of utilities.

Policy CF-59 Whenever possible, utility construction should be scheduled to minimize disruption of access to area residences and businesses.

Policy CF-60 Schedule utility construction activities to avoid sensitive times in the lifecycle of fish and wildlife, such as spawning, nesting, and migration.

Goal 12. Minimize development related impacts to existing hydrologic conditions and functions, and strive to correct current deficiencies resulting from past development practices such as stormwater-related flooding.

Policy CF-61 Identify areas within and adjacent to the City and its UGA which are highly sensitive to changes in hydrologic conditions and functions. Within these highly sensitive areas, establish standards that provide for near zero change in hydraulic and

hydrologic function on a property, such as no net increase in the peak flow or volume of runoff or erosion products leaving a site post- development.

- Policy CF-62 Ensure development regulations adequately prevent new development from increasing flooding and minimize the possibility of damage from flooding events.
- Policy CF-63 Encourage Low Impact Development (LID) strategies for stormwater management through incentives and flexibility in application of regulatory requirements.
- Policy CF-64 Utilize new inventories of flood hazard-prone properties in the decision making process to prioritize stormwater system improvements.
- Policy CF-65 Coordinate the basin planning process with the community planning process to address surface water runoff and flooding issues.
- Policy CF-66 Integrate public regional stormwater detention and retention facilities into the natural environment.
- Policy CF-67 Recognize that regional facilities can provide aesthetics, recreation, and fish and wildlife habitat in a community park-like or open space setting.
- Policy CF-68 Implement planned activities and continue current activities in the 2014 Stormwater Management Plan.

Appendix B: Plans Adopted by Reference

| PLAN OR DOCUMENT |
|---|
| South Kitsap School District 2014-2019 Capital Facilities Plan |
| West Sound Utility District / Joint Wastewater Treatment Facility 2009 Capital Facilities Plan |
| West Sound Utility District 2007 Sewer Plan |
| West Sound Utility District 2013 Water Plan |
| Kitsap County 2003 South Kitsap UGA/ULID#6 Sub-Area Plan & EIS |
| Kitsap County 2012 Port Orchard/South Kitsap Sub-Area Plan |
| 2016 Kitsap County Comprehensive Plan 10-Year Update |
| Blackjack Creek Watershed Assessment and Protection & Restoration Plan (2017) |
| City of Port Orchard 1994 Ross Creek Comprehensive Management Plan |
| City of Port Orchard 2005 Economic Development Plan |
| City of Port Orchard 2010 McCormick Village Park Plan |
| City of Port Orchard 2012 Shoreline Master Program |
| City of Port Orchard 2013 Public Art Program |
| City of Port Orchard 2014 – 2021 Capital Facilities Plan |
| City of Port Orchard 2020 Water System Plan |
| City of Port Orchard 2020 Comprehensive Sanitary Sewer Plan Update |
| City of Port Orchard 2016 Transportation Plan Update |
| City of Port Orchard 2016 Transportation Impact Fee Project List |
| City of Port Orchard 2022 Parks, Recreation, & Open Space (PROS) Plan |
| City of Port Orchard 2023-2028/2029-2042 – 6 Year/20 Year Transportation Improvement Plan |
| City of Port Orchard Bethel/Sedgwick Corridor Plan and Appendices A-F |
| City of Port Orchard 2020 City Hall Space Analysis |



Agenda Staff Report

| | | | |
|------------------|---|-------------------|------------------------------|
| Agenda Item No.: | <u>Business Item 7C</u> | Meeting Date: | <u>November 28, 2023</u> |
| Subject: | <u>Adoption of a Resolution Approving a</u> | Prepared by: | <u>Denis Ryan</u> |
| | <u>Contract with KPFF Consulting Engineers</u> | | <u>Public Works Director</u> |
| | <u>for the SR166/ Bay Street Reconstruction</u> | Atty Routing No: | <u>366922-0009</u> |
| | | Atty Review Date: | <u>10/17/2023</u> |

Summary: The City of Port Orchard’s Public Works Department identified a need for reconstruction of a portion of SR166/Bay Street in the area south of Geiger Street to north of Frederick Avenue (the “Project”). The Public Works Department applied for and received a grant from Federal Highway Administration (FHWA) FFY 2023 Congressionally Directed Spending (Earmarks) funding through the Washington State Department of Transportation (WSDOT) for the Project. On April 25, 2023, the Port Orchard City Council adopted a Resolution accepting the grant to fund the Project. The Project and associated grant include a 13.5% local match. The assistance of a consultant with professional architecture and engineering expertise in street design, right-of-way, and construction phase consulting is vital to the Project.

Pursuant to Ch. 39.80 RCW and the City’s Procurement Procedures Policies adopted as Resolution No. 073-23, as amended, Public Works Department staff published a Request for Qualifications (RFQ) for Architectural and Engineering Services for the Project in the Kitsap Sun on July 14, 2023, and July 21, 2023, and in the Daily Journal of Commerce on July 19, 2023, and July 26, 2023. By the August 11, 2023, deadline, the Public Works Department received one (1) Statement of Qualifications (SOQ) from a qualified firm. After reviewing the SOQ received and based upon overall qualifications of the submitting firm, the Public Works staff determined KPFF Consulting Engineers (KPFF) met the requirements and criteria as described in the RFQ and was a responsible and responsive consultant to provide the Architectural and Engineering services for the Project. Public Works Staff met with KPFF to discuss, clarify, and develop the project understanding and the associated contract terms. On November 6, 2023, the City received a defined scope of work, budget, and fees from KPFF in an amount not to exceed \$1,307,006.59. Washington State Department of Transportation (WSDOT) has approved the contract, and it has been sent to the Federal Highway Administration (FHWA) for concurrence. The City is waiting on concurrence from WSDOT/FHWA and the Mayor will sign the Contract once concurrence is given.

Relationship to Comprehensive Plan: Chapter 8 – Transportation

Recommendation: Staff recommends adoption of a Resolution approving and authorizing the Mayor to execute a Contract (Once concurrence is received from FHWA) with KPFF Consulting Engineers for the SR166/Bay Street Reconstruction Project in an amount of \$1,307,006.59.

Motion for Consideration: I move to adopt a Resolution, approving and authorizing the Mayor to execute a Contract (Once concurrence is received from FHWA) with KPFF Consulting Engineers for the SR166/Bay Street Reconstruction Project in an amount of \$1,307,006.59 and documenting the procurement procedures.

Fiscal Impact: A FHWA/WSDOT grant has been awarded for the “Project” with a local match of 13.5%. The Project is budgeted in the 2023-2024 Biennial Budget 304.05.595.10.60.

Attachments: Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A CONTRACT WITH KPFF CONSULTING ENGINEERS
FOR ARCHITECTUAL AND ENGINEERING SERVICES FOR THE SR166 / BAY STREET
RECONSTRUCTION PROJECT AND DOCUMENTING PROCUREMENT
PROCEDURES**

WHEREAS, the City of Port Orchard's Public Works Department identified a need for reconstruction of a portion of SR166/Bay Street in the area south of Geiger Street to north of Frederick Avenue (the "Project"); and

WHEREAS, the Public Works Department applied for and received a grant from Federal Highway Administration (FHWA) FFY 2023 Congressionally Directed Spending (Earmarks) funding for the Project through the Washington State Department of Transportation (WSDOT); and

WHEREAS, on April 25, 2023, the Port Orchard City Council accepted a grant from Federal Highway Administration (FHWA) FFY 2023 Congressionally Directed Spending (Earmarks) funding through the Washington State Department of Transportation (WSDOT) to fund the Project; and

WHEREAS, the assistance of a consultant with professional architecture and engineering expertise in street design, right-of-way, and construction phase consulting is vital to the Project; and

WHEREAS, pursuant to Ch. 39.80 RCW and the City's Procurement Procedures Policies adopted as Resolution No. 073-23, as amended, Public Works Department staff published a Request for Qualifications (RFQ) for Architectural and Engineering Services for the Project in the Kitsap Sun on July 14, 2023, and July 21, 2023, and in the Daily Journal of Commerce on July 19, 2023, and July 26, 2023; and

WHEREAS, by the August 11, 2023, deadline, the Public Works Department received one (1) Statement of Qualifications (SOQ) from a qualified firm; and

WHEREAS, after reviewing the SOQ received and based upon overall qualifications of the submitting firm, the Public Works Staff determined KPFF Consulting Engineers (KPFF) met the requirements and criteria as described in the RFQ and was a responsible and responsive consultant to provide the Architectural and Engineering services for the Project; and

WHEREAS, Public Works Staff met with KPFF to discuss, clarify and develop the project understanding and the associated contract terms, and on November 6, 2023, the City received

a defined scope of work, budget, and fees from KPFF; and

WHEREAS, the Port Orchard City Council believes KPFF to be a highly qualified consulting firm for this Project; and

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

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

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

THAT: The City Council approves and authorizes the Mayor to sign a contract (Once concurrence is received from FHWA) with KPFF Consulting Engineers for the SR166/Bay Street Reconstruction Project in a form acceptable to the City Attorney.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 28th day of November 2023

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

| | | |
|--|--|---|
| Firm/Organization Legal Name (do not use dba's): | | |
| Address | Federal Aid Number | |
| UBI Number | Federal TIN or SSN Number | |
| Execution Date | Completion Date | |
| 1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No | Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Project Title | | |
| Description of Work | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation | Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: |

Index of Exhibits

| | |
|---------------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | Consultant Claim Procedures |

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

| | | | | | |
|---------------|--------|------|-------------------|--------|------|
| If to AGENCY: | | | If to CONSULTANT: | | |
| Name: | | | Name: | | |
| Agency: | | | Agency: | | |
| Address: | | | Address: | | |
| City: | State: | Zip: | City: | State: | Zip: |
| Email: | | | Email: | | |
| Phone: | | | Phone: | | |
| Facsimile: | | | Facsimile: | | |

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A Scope of Work

Project No.

Agreement Number:

EXHIBIT A

PORT ORCHARD SR166 RECONSTRUCTION

FINAL DESIGN SCOPE OF WORK

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Project Description

Introduction

Improvements are proposed for SR166/Bay Street from Robert Geiger Street to Frederick Avenue including intersections within the City of Port Orchard. The roadway is being raised and reconstructed to address sea level rise. Street reconstruction includes new roadway pavements, sidewalks, and stormwater systems. The project improvements trigger utility replacement / relocations. The project will underground power and communications within the project limits and reconstruct the street lighting.

Gas, water, and sewer utility improvements may be constructed in advance of or tied to the project. Street and utility work is being undertaken to support planned redevelopment in Port Orchard's downtown area and to replace infrastructure that has reached the end of its life or address community needs.

Street and stormwater design and construction is Federally funded with Local match. Construction is funded by Congressional Directed Spending/ Highway Improvement Program. Construction is funded by Surface Transportation Program. Utility work is locally funded.

Project schedule will target beginning of construction for the utility relocations by Q4 2024-Q1 2025 and beginning construction for the roadway project by Q3-Q4 2025. Schedule will be dependent on permitting and approvals, but summary below includes additional buffer to address potential review cycles.

The CONSULTANT team shall support the City's project delivery as outlined in this scope of work.

Schedule

- NTP October 2023
- NEPA completed September 2024
- Utility Design completed Q2 2024
- Utility Package Relocation Construction Q3-Q4 of 2024
- Roadway Design completed Q4 2024
- Roadway Reconstruction Summer of 2025 or Summer of 2026 if NEPA approval is delayed

Key Stakeholders

City of Port Orchard, local residents, local businesses, Port of Bremerton, WSDOT, Port Orchard Fire Department, Local Bicycle Community, and Local Tribes.

Project Scope Includes

1. Reconstruction and raising of SR166/Bay Street from Robert Geiger Street to Frederick Avenue including intersections.

2. Utility Relocation and reconstruction work to facility roadway reconstruction, including potential utility relocations outside the pavement reconstruction area. The limits of work are shown on Figure 1 – Project Limits below.
3. Construction activities will likely require contractor access to private property within the project corridor, but no permanent easements or full right-of-way (ROW) acquisitions are needed for this project.

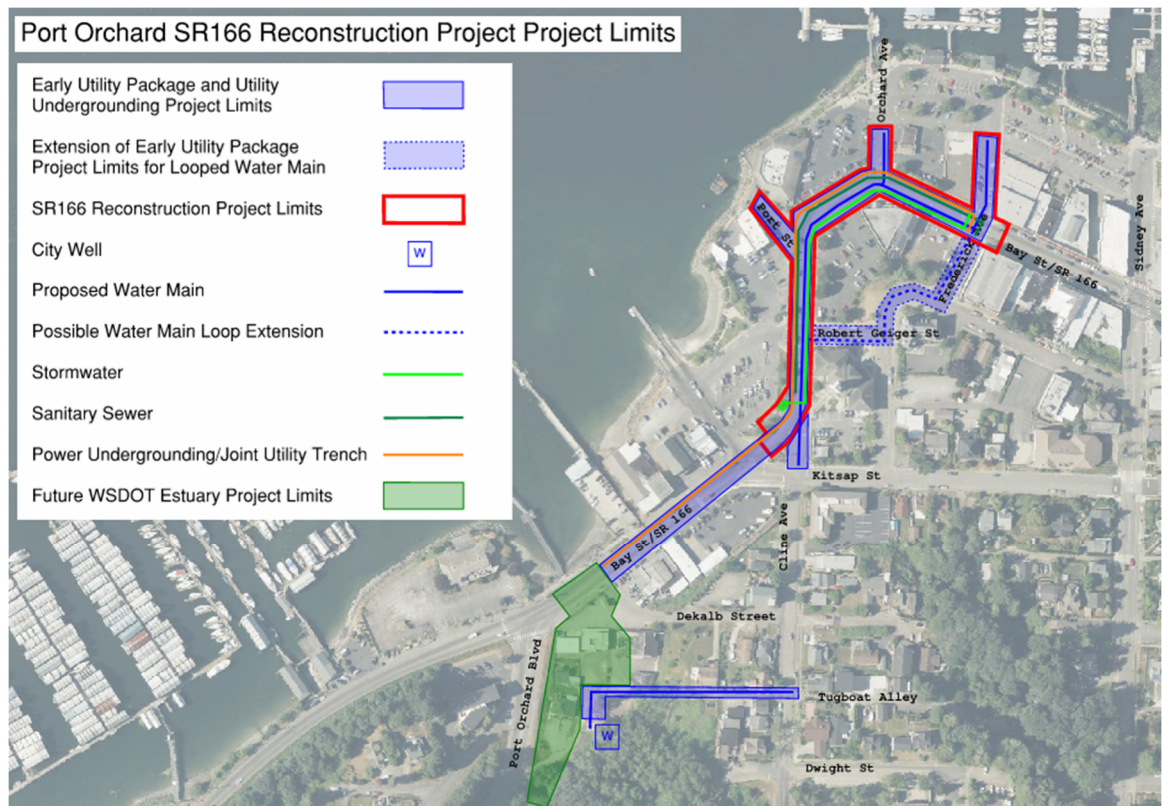


Figure 1 - Project Limits

Services provided by the Consultant shall include:

1. Refinement of the project improvements through a limited engagement process with a project steering committee, stakeholders, and City staff.
2. Consultant shall develop PS&E packages assuming an “early work” utility relocation package is constructed one year before a larger SR166 roadway reconstruction project is constructed.
3. The CONSULTANT shall utilize the concept design for SR166/ Bay Street already developed for Community Events Center as a starting point advancing the concept design (30% PS&E package) for SR166 reconstruction work.
4. Development of a 60%, 90%, 100%, Final (PS&E) SR166 reconstruction work package.

5. Power and communication utilities will be undergrounded within the project limits. Undergrounding may be extended west of the SR 166 Roadway reconstruction project limits to the limits of future WSDOT Estuary Restoration project, located just east of the intersection of SR166/ Bay Street and Port Orchard Boulevard. Relocation and/or undergrounding will be funded by utilities through City/Utility franchise agreements and supplemental City Funds with design support provided by the CONSULTANT.
6. Right of Way consultant services including Temporary Construction Easement acquisition services and right of way plan certification support with WSDOT.

Information / Resources Provided by the City

1. Record drawings for roadway, water, sewer, and stormwater.
2. City CADD PS&E standards and survey standards for use by the CONSULTANT, unless authority for plan and survey standards are delegated to the CONSULTANT.
3. Utility agencies and contact person within the project limits.
4. Identification of known critical areas and issues relevant to implementation within the project's limits.
5. Project Manual boilerplate specifications and standard City contracting material for inclusion in bid document preparation.
6. Requirements of any grant funding that need to be met by the project or the future Project Contractor.

Task 1: Project Management

The CONSULTANT shall provide overall project administration and management for the duration of the project.

1.1 Contract Administration

The CONSULTANT shall develop and manage the project scope, schedule, and budget and execute contract administration activities as needed to complete the scope of work.

Monthly invoices for work completed to date shall be submitted to the City with cost tracking at the Task Level with an assumed project duration of 24 months.

The CONSULTANT may re-allocate budget between tasks and sub-consultants at the approval of the City to meet project needs.

Deliverable(s):

1. Scope, schedule, and budget updates as warranted (electronic PDF).
2. Monthly progress report summary (electronic PDF).
3. Monthly invoices (electronic PDF).

1.2 Project Management Plan

The CONSULTANT shall develop and maintain a simplistic Project Management Plan. The Project management plan shall include:

1. Project Team Org Chart and Contact List
2. Work Breakdown Structure
3. Quality Management Plan
4. Federal Funding Coordination procedures and critical path schedule

A Risk Registry, schedule, and design issue log shall be maintained by the CONSULTANT.

Deliverable(s):

1. Project Management Plan (living document) (electronic PDF or DOCX).
2. Risk Registry (living document) (electronic PDF or DOCX).
3. Design issue log (living document) electronic PDF or DOCX).

1.3 Subconsultant Management

The CONSULTANT shall prepare SUBCONSULTANT contracts and manage SUBCONSULTANTS to ensure accurate and timely implementation of the work plan and the appropriate coordination of work activities, including the review of all SUBCONSULTANTS' work on various project elements. In addition, the CONSULTANT shall conduct reviews of SUBCONSULTANTS' progress and invoices.

1.4 Coordination Meetings

The CONSULTANT shall schedule, attend, and host project meetings to support the project and facilitate communication.

Project Management Meetings

The CONSULTANT Project Manager (PM) and the City PM shall have a monthly virtual meeting to discuss project issues, current status, and upcoming work for the duration of the project design phase, with an expected duration of 60 minutes. The CONSULTANT PM shall also attend five two-hour face-to-face meetings with various City staff to support the project between design milestones, with virtual meetings assumed.

Design Milestone Meetings

CONSULTANT will schedule meetings with the City at project milestones noted below to coordinate the design process. Meetings are assumed virtual and last ninety minutes each.

- Kickoff
- Concept 30% design
- Review of 60% design
- Review of 90% design
- Review of bid package (if needed for addendums)

The project kickoff meeting shall be attended by the CONSULTANT PM, Consultant Project Coordinator, the Lead Engineer, the Landscape/Urban Design lead, and the Outreach Lead.

All other milestone meetings will be attended by the CONSULTANT PM, Project Coordinator and Lead Engineer.

Third-Party Project Technical Coordination Meetings

The CONSULTANT will attend up to eight (8) 90-minute meetings with third parties relevant to the project to coordinate technical issues on the project, such as access issues, permitting coordination and coordination needs not identified elsewhere. Third parties may include transit service providers, port operators, and emergency service providers in the corridor.

Assumption(s):

1. Meetings shall be technical in nature and require one CONSULTANT staff member per meeting.
2. The CONSULTANT shall develop exhibits and supporting material for each meeting.

3. City staff shall be invited to all technical coordination meetings.

Deliverable(s):

1. Meeting presentation/ coordination materials.
2. Meeting draft and final notes.

Internal team coordination shall occur with budgets from other tasks.

Task 2: Data Collection

2.1 Data Collection

The CONSULTANT shall review existing data, document the major findings, determine what additional data is needed, and conduct a site visit to review existing conditions. In addition, the CONSULTANT shall complete the following activities:

1. Collect and review utility GIS information.
2. Collect and review collision history data.
3. Coordinate with the City and private utilities to obtain existing utility information.
4. Collect existing record drawings within the project vicinity.
5. Perform an existing conditions site visit after survey has been collected.

Assumption(s):

1. City will provide information in electronic PDF format, including traffic counts, transit information, and background records.

Deliverable(s):

1. Tech memo summary of project existing condition site visit.
2. Tech memo summary of utility coordination data revisions or updates.
3. Electronic publication of collected records.

2.2 Survey

The CONSULTANT shall provide survey services to support the project including collection of surface topo survey within the project vicinity, verifying existing survey collected on previous projects within the project limits, and production of survey basemaps and right of way survey plans.

(See Attachment A – Survey Collection Figure).

The CONSULTANT shall

1. collect right-of-way survey within the project vicinity and supplement previously collected survey. Monuments shall be located and used to establish rights-of-way for SR166/Bay Street and side streets for a distance of 100 feet beyond SR166/ Bay Street rights-of-way.
2. collect surface visual utility survey, including drainage and sewer utility measure-downs of accessible catch basins, manholes, inlets, and other drainage structures within the project vicinity. Information on non-visual underground utilities shall be collected by the CONSULTANT using GIS information, record drawings, or other means.
3. develop a Civil 3D basemap of the existing conditions per the City Standards and a Civil 3D existing condition Digital Terrain Model. Civil 3D 2020 shall be the project's existing condition file format.
4. develop survey control sheets for the project based on collected topographical survey, providing horizontal and vertical control for the project.
5. Produce survey work in conformance with City standards provided by City or as mutually acceptable to the CONSULTANT and the City. Survey basemaps will be provided in U.S. Survey Feet NAD 83/91 horizontal and NAVD 88 vertical datums, unless otherwise directed.
6. use a private 3rd party utility locator to field verify accuracy and completeness of existing utility information. CONSULTANT shall collect data of field marked utility locates, as warranted, during survey data collection.
7. Survey trees within the project limit and label trees with trunk and dripline diameter and will be classified as coniferous or deciduous on the basemap survey.
8. CONSULTANT shall not collect survey requiring confined space entry, but shall note in the basemap locations where information is was uncollected due to confined space restrictions.

Assumption(s)

1. Establishment of parcel limits will not be made beyond GIS limits. If a TCE or right-of-way need is established in the 30% design submittal, the CONSULTANT and the City shall negotiate services in a future amendment, with possible utilization of the management reserve fund.

Deliverable(s):

1. Existing Conditions survey in Civil 3D 2020 format in 2D and 3D with right-of-way limits.
2. Existing Surface DTM in Civil 3D 2020 format.
3. Horizontal and Vertical Control Drawings.

Task 3: Community Outreach

3.1 Public Outreach Engagement Plan

The CONSULTANT shall support City led public engagement efforts for this project. Extensive outreach has already been completed by the City to guide this project, and related public infrastructure projects, and the CONSULTANT shall not perform redundant outreach efforts. Public engagement efforts shall be streamlined to be compliant with Federal Funding requirements and provide the public project notifications and updates.

A simplistic Public Outreach Engagement Plan will be developed by the Consultant to identify a schedule for public involvement, key stakeholders, messaging, and intended outcomes.

As part of this task, the CONSULTANT will review documentation of the previous City proposed work in the SR166/Bay Street corridor to assess past concerns and relevant issues.

The Plan will focus on notifying the public of upcoming construction activities and project updates.

The CONSULTANT PM and outreach lead will participate in two public engagement check-ins with the City.

Assumption(s):

1. City staff will participate in development of the Public Engagement Plan.
2. The City shall lead, and be responsible for, all public noticing and hearing requirements related to funding obligations.
3. The City shall confirm with the lead NEPA agency proposed public engagement is acceptable to the lead agency to obtain NEPA compliance before executing the public engagement plan.

Deliverable(s):

1. Draft and Final Public Engagement Plan.
2. Meeting agendas and meeting summaries.

3.2 Project Steering Committee

An advisory group shall be formed by the City to support project delivery and increase engagement opportunities with stakeholders and improve communication between the design team, City staff, and stakeholders. The Steering committee is planned to include the Port Orchard Council Transportation Committee.

The project steering committee shall provide stakeholders opportunities for collaboration on the project design and serve as a resource for the design team to vet concepts and approaches to project delivery.

The design team shall formally engage the Steering Committee on up to two times including:

- One meeting before the 30% concept design is submitted
- After the 90% submittal

Informal communication between the CONSULTANT and the Steering Committee may occur with approval of the City.

The CONSULTANT PM will also attend one City Council presentation to brief the full council on project status.

Assumption(s):

1. The Steering Committee has an advisory role.
2. The City shall contact Steering Committee members and schedule all meetings.

Deliverable(s):

1. Steering Committee Meeting Materials.
2. Council Presentation Materials

3.3 Virtual Engagement

CONSULTANT shall support project virtual engagement through development of graphic and written materials for posting on the City's project website throughout the course of the project.

The CONSULTANT will prepare one fact sheet about the project that will serve as an attachment for email communications and will be posted on the City's website.

Assumption(s):

1. City will maintain and host the project website.

Deliverable(s):

1. Virtual Engagement materials and graphics

3.4 Project Advertising and Public Engagement

The CONSULTANT will provide language and graphics to City staff to distribute information on social media and via email listservs.

The CONSULTANT will write up to two press releases to be shared with various media in Port Orchard and distributed using City social media and website communication methods.

Assumption(s):

1. City staff will lead social media outreach and distribute notice via its contact email distribution list and other established notification channels.
2. Port Orchard communications staff will share the press release with appropriate media outlets.

Deliverable(s):

1. Public outreach graphics and press releases.

Task 4: SR 166 PS&E Design

4.1 Basis of Design

The CONSULTANT shall prepare a basis of design documenting design decisions, standards, and guidelines used in the design work and key assumptions in coordination with the City.

Deliverable(s):

1. Basis of Design (living document).

4.2 30% Concept Design

The CONSULTANT shall develop a 30% level concept design of the corridor, building on the previous concept design developed under the Community Events Center project concept phase and provide a recommendation for major project elements to move into final design to the City. The concept design phase shall:

1. Evaluate raising the SR166/ Bay St roadway profile within the project limits to address flooding mitigation issues.
2. Evaluate opportunities to address stakeholder requests and concerns.
3. Identify design challenges and solutions.
4. Identify solutions to improve the quality of the walking and biking environment and provide traffic calming treatments.
5. Identify potential utility impacts and necessary utility relocations and undergrounding opportunities.

6. Develop a simplistic drainage memo identifying the stormwater requirements for the project based on the new plus replaced hard surface area tabulations within the project limits. Stormwater mitigation solutions shall utilize Low Impact Development (LID) BMPs where feasible. CONSULTANT shall coordinate and propose stormwater mitigation solutions that are in-line with the City's Stormwater Plan for downtown Port Orchard.
7. Evaluate on-street parking configurations.
8. Conceptually define landscape treatments and areas for potential LID techniques.
9. Identify temporary / interim grading issues and develop alternative solutions.
10. Establish construction cost range.
11. Present concept design to WSDOT with the goal of obtaining support for future implementation and any potential design deviations.

Assumption(s):

1. Design speed reduction to 20 MPH in the corridor shall be approved by WSDOT, or the roadway jurisdictional authority.

Deliverable(s):

1. 30% Concept Design Plans.
2. 30% Concept level cost estimate technical memo.
3. 30% Concept level Drainage Memorandum.

4.3 SR 166 PS&E

The CONSULTANT shall prepare plans, specifications, and cost estimates for the reconstruction of SR 166 and adjoining side streets.

Sheet scale for full civil drawings will be 1:20, unless additional detail or clarity is needed.

Submittals shall be electronic. Advanced Utility Relocation work shall be shown in another PS&E package.

Deliverable(s):

1. 60%, 90%, 100%, Final, and Ad-Ready PS&E packages.

4.3.1 General Plans

The CONSULTANT shall develop and update a cover sheet and drawings index. The CONSULTANT shall document general notes, abbreviations, and symbols.

General plans shall include survey control drawings produced in other tasks.

Deliverable(s):

1. Cover sheet.
2. General notes and legend sheet.
3. Survey control sheets (within all submittals)

4.3.2 Site Prep/TESC

The CONSULTANT shall identify demolition activities, including items to be abandoned, salvaged, recycled, or removed, and facilities that need to be protected during construction. Demolition plans shall include surface feature items, such as pavements by type, sidewalk, curbs, walls, building structures and foundations, and miscellaneous structures. Demolition required for utilities, drainage features, signing, striping, signalization, and illumination shall not be included in these drawings and shall be shown on the relevant discipline drawings.

Temporary erosion and sediment control plans shall be shown on the Site Preparation Plans or as a stand-alone set depending on the Consultant's opinion on plan clarity.

Deliverable(s):

1. Site Preparation/TESC.

4.3.3 Roadway/ROW Plans

The CONSULTANT shall produce roadway plans, alignment control drawings and Right of Way Plans. The alignment control drawings and right of way plans may be combined into a single set at the option of the CONSULTANT.

Plan sheets and profile sheets may be on separate plan sheets.

Alternative methods of showing vertical control information, such spot elevation grading details or curb profiles, may be used in place of traditional vertical profile plans with super elevation tables if it simplifies the design and construction effort.

Up to twenty curb ramps will be designed by the CONSULTANT.

Assumption(s):

1. Pavement sections depths for inclusion into the project shall be provided to the CONSULTANT by the City.

Deliverable(s):

1. Horizontal Alignment/ROW Plans and Vertical Profile or Vertical Control Plans.
2. Paving Plans and Typical Sections Plans.
3. Driveway Plans and Paving Details.
4. Intersection Plans and Ramp Details.

4.3.4 Channelization and Signage Plans

The CONSULTANT shall develop a channelization and signage plans for the project. Wayfinding shall be included within this plan set.

Assumption(s):

1. City roadway signage within the corridor shall be replaced.
2. Other agency or private signage will be reused unless otherwise provided by their respective owner(s).

Deliverable(s):

1. Channelization and Signage Plans.

4.3.5 Construction Phasing Plans

The CONSULTANT shall develop Construction Phasing Plans for the project to confirm feasibility of construction. Construction Phasing Plans shall identify high-level traffic phasing approach, such as detours and contractual access requirements.

Assumption(s):

1. The Contractor shall produce Traffic Control Plans for review by the City.
2. City shall provide MUTCD edition or City criteria for use by the CONSULTANT.

Deliverable(s):

1. Construction Phasing Plans.

4.3.6 Stormwater Plans

The CONSULTANT shall perform an engineering analysis and design a stormwater system within the project limits to meet current stormwater requirements. The drawings shall show removals and abandonment of existing stormwater features by the project.

Assumption(s):

1. Stormwater design will meet the requirements of the City of Port Orchard (COPO) Municipal Code 20.150 and the COPO 2023 Stormwater Management Program Plan (SWMP) contained in chapters 7-12, and the 2019 Stormwater Management Manual for Western Washington (SWMMWW).
2. Conveyance design will only include stormwater systems within the limits of the project. The CONSULTANT will review the recently completed Downtown Basin Stormwater Plan, date December 16, 2002, and incorporate recommendations for downtown stormwater improvements if feasible and under advisement from the City.
3. Flow control and water quality treatment may be included in the project. The stormwater requirements for the project new plus replaced hard surface will be evaluated by the CONSULTANT.

Infiltration will be evaluated, under the recommendation for feasibility provided by the CONSULTANT Geotechnical Engineer based on the on-site soil investigations and Report.

Deliverable(s):

1. Stormwater plans, profiles, and details.

4.3.7 Engineer's Estimate and Project Specifications

The CONSULTANT shall deliver an opinion of cost using the standard of care of the profession for construction costs at all milestones broken out into funding categories as direct by the City. The estimate shall be submitted in Microsoft Excel (XLSX) format and shall include a basis of estimate, documenting key assumptions and cost estimating methodology.

Basis of estimate shall be limited to an executive summary of four pages maximum, with supporting appendix material as needed.

Quantity backup shall be submitted for City review in lieu of quantity tabulation summary sheets within the PS&E Package submittals.

The CONSULTANT shall deliver a project manual and technical specifications for the project per WSDOT/APWA standard specifications using City Standards.

Assumption(s):

1. City shall confirm appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified shall be listed along with potential cost and schedule impacts.
2. All "soft costs" to be included within the cost estimate, such as City-procured items, and City self-performed work will be provided to the CONSULTANT two weeks before the estimate due date.
3. City shall provide direction on what edition of WSDOT Standard Specifications to use in project manuals developed by the CONSULTANT

Deliverable(s):

1. Estimate submittals at 30%, 60%, 90%, Final and Ad-Ready milestones.
2. 60% Specification Outline
3. Project Manual at the 90%, Final and Ad-Ready submittals.

4.4 Quality Management

The CONSULTANT shall prepare a quality management plan, and conduct thorough quality reviews and checks for each submittal. This task covers senior reviews of major work deliverables, including the concept design work. The project quality manager shall be responsible for ensuring that they are completed and documented. Such

reviews shall be performed after deliverables are assembled and before their submittal to the City.

Quality Management efforts and reviews shall encompass the work performed by the CONSULTANT and its SUBCONSULTANTS. Routine checking of calculations, plan sheets, and other work, done as peer review on the various discipline items, is included in the scope of the individual task.

Consultant shall provide Comment Responses and verification of action taken with major milestone submittals.

Deliverable(s):

1. Quality Records (electronic PDF).
2. Submittal comment responses with notes of action taken and responses.

4.5 Stormwater Report

The CONSULTANT shall prepare a draft Stormwater Report that evaluates the Project for compliance with the City Stormwater Requirements. The draft stormwater report shall include the following:

1. Project description.
2. Project site basin and sub-basin delineation.
3. Quantify land cover changes created by the project including new and replaced impervious surfaces.
4. Determine stormwater minimum requirements applicable to project.
5. Proposed stormwater system and associated design criteria, calculations, and assumptions.
6. Figures to include but not limited to project vicinity maps and drainage basin delineation maps.
7. Appendix to include emails, meeting minutes, etc. that document drainage direction from City.

The focus of the report shall be technical and the narrative is expected to be brief, utilizing tables, maps, schematic sketches/details, and bullets whenever possible. The draft stormwater report shall be turned in after the 30% submittal milestone.

Upon receiving City comments, the CONSULTANT shall formally reply to received comments via written response. A final report shall be produced and submitted to the City with the 90% plan set.

Deliverable(s):

1. Draft and Final stormwater report.

2. Draft stormwater report comment responses.

4.6 Bid Support Services

The CONSULTANT shall support the City during the bidding period as needed. Support may include addressing bidding questions, addendum production, and evaluation of bid results for up to 40 CONSULTANT hours.

Deliverable(s):

1. Deliverables as requested by the City.

Task 5: Utility Relocation PS&E

Due to the Federal funding on the project, and the anticipated permit review period for the SR166 roadway reconstruction design, an early utility/undergrounding design package will be prepared in coordination with the roadway project but delivered as a stand-alone design package. The utility construction and undergrounding within the project limits will potentially be bid and constructed ahead of the SR166 project in calendar year 2024. Scope of utility work shall be determined in coordination with the City, but is assumed to include undergrounded power and domestic water connection to a Kitsap Bank development in 2025.

5.1 Utility Basis of Design

The CONSULTANT shall prepare a utility basis of design documenting design decisions, standards, and guidelines used in the design work and key assumptions in coordination with the City.

5.2 Utility Relocation Coordination

The Consultant shall support City coordination on 3rd party utility relocation. The CONSULTANT shall develop relocation exhibits, coordinate relation plans, evaluate alternatives and track 3rd party utility relocation progress.

Assumption(s):

1. City will provide a list of utility provider names, contact person, and phone number for each utility that is within the project limits which may be impacted by the project improvements.
2. City shall lead all communications with all utilities within this corridor.
3. With the exception of the City owned utilities, all overhead existing utilities and underground franchise utilities in the corridor are under a franchise agreement. Relocation costs will not be borne by the project or the CONSULTANT.
4. The City will provide, generate, and/or process any required agrees required to be prepared with the utility company.

5. All existing utility poles within the project vicinity require evaluation for future Publicly Accessible Route (PAR) needs and 15 existing poles will be relocated for the project.
6. Four Utility Relocation meetings and 20 pdf exhibits will be needed.

Deliverable(s):

1. Utility Relocation Exhibits.
2. Coordination Tracking

5.3 Utility Concept Design

The CONSULTANT shall develop a 30% level utility concept design for the corridor, and provide a recommendation for delivery to the City. The concept design phase shall:

1. Identify utility infrastructure scope, design challenges and solutions.
2. Identify potential utility impacts and necessary utility relocation alignments and undergrounding.
3. Identify 3rd party utilities requiring relocation.

Drainage infrastructure improvements will include flood mitigation treatments, including a potential tide gate installation.

The design team shall develop a 30% level plan set plot identifying recommended project elements to move into final design.

A workshop shall be held with the design team and the City to review the recommended project elements and phasing.

A planning-level utility work cost estimate shall be developed for utility relocation and installation work.

Known 3rd party utility relocations to be done by others will be noted in the plans.

Deliverable(s):

1. 30% Concept Utility Design Plans.
2. 30% Concept level Utility cost estimate technical memo.

5.4 Early Utility Relocation PS&E

The CONSULTANT shall prepare plans, specifications, and cost estimates for Early Utility Relocation work to be contracted through the City. Early Utility Relocation shall occur one year before the full SR 166 reconstruction project enters construction.

Submittals shall be electronic and full civil drawings will be 1:20, unless additional detail or clarity is needed.

PS&E set shall include water utility work, 3rd party utility relocates, PSE duct bank construction to underground power service, sewer utility work and stormwater work the City wishes to advance into an early construction package.

3rd party relocations done by others will be noted in the plans.

Assumption(s):

1. PSE will self-deliver electrical systems installation into duct banks and vaults constructed by the City.
2. PSE will be responsible for customer service connections, reconnections and shut offs/ transfers.

Deliverable(s):

1. 60%, 90%, 100%, Final, and Ad-Ready Utility PS&E packages.

Task 6: Early Utility Relocation Environmental Services

6.1 Cultural Resource Services

The CONSULTANT will prepare a cultural resources assessment and Inadvertent Discovery Plan (IDP) for the early utility relocation work utilizing findings from the Bay Street Pathway West situational study cultural resource literature review, as feasible, with supplemental research for areas outside the previous study area and incorporating an additional recorded resources since preparation of the Bay Street Pathway West literature review. This task will also include a subsurface archaeological survey, required public utility locate coordination, and a technical report. The following will be addressed:

1. Background research: The CONSULTANT will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment within a 1-mile radius "Study Area" of the project location. The CONSULTANT will send a request via emailed letter to the Suquamish Tribe for any tribal knowledge of the area that the Tribe may wish to share with the City and have incorporated into the report. The CONSULTANT will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The CLIENT will provide the CONSULTANT with any existing geotechnical exploration data and relevant documentation of current subsurface conditions or modifications known to be present within the proposed project footprint, if available.
2. Archaeological survey: The CONSULTANT will conduct a surface and subsurface archaeological survey of the project area to identify any unrecorded archaeological resources that may be present. This task includes filing a state-required public utility locate prior to digging. Up to ten shovel probes will be conducted, to a target depth of 1 meter or less should glacial deposits be

encountered, and screened through ¼-inch mesh. cursory review of archaeological predictive modelling, managed by DAHP, indicates the project is in an area considered very high risk for containing archaeological resources.

3. Cultural Resources Assessment Report: The CONSULTANT will prepare a technical report describing background research, survey findings, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically in PDF format. This task includes one round of consolidated comments from the client prior to the submission of the final report to DAHP. The CONSULTANT will assist the client in submitting the report DAHP, via their WISAARD system.
4. CONSULTANT shall prepare an Inadvertent Discovery Plan (IDP) for the City to use during Project implementation.

Should this task occur simultaneously with Task 7.1, which is a separate project area and a federal undertaking with WSDOT as lead agency, the CONSULTANT will assist the City in discussing with WSDOT the feasibility and appropriateness of conducting the Task 6.1 archaeological survey as part of Task 7.1 survey work.

Assumption(s):

1. The Early Utility Relocation work is not receiving any state funding or federal funding, permits, or approvals and is not subject to compliance with the National Historic Preservation Act or Washington State Executive Order 21-02. Should this change, an amendment will be necessary to follow the requirements of the applicable regulation.
2. No meetings with clients and/or stakeholders will be required.
3. The CONSULTANT assumes the project boundaries will be consistent with those at the time of this scope (including Tugboat Alley). Should boundaries change, an amendment may be necessary.
4. CONSULTANT will conduct a surface survey of the entire Tugboat Alley project area and a subsurface survey of the portions not occupied by road infrastructure, marked utilities, or prohibitive conditions, such as slopes in excess of 10% or active water channels. The coverage of the subsurface archaeological survey will be based on the anticipated footprint of project disturbance and the results of the surface survey and utility locate. It is assumed that the subsurface survey will be conducted using up to 10 hand-dug shovel probes advanced to: 1) 3 feet (~1 meter), 2) until glacial deposits are encountered, or 3) until impassable conditions (whichever occurs first). Probes will be excavated opportunistically within the proposed disturbance footprint. Spoils will be screened through ¼-inch hardware mesh. A hand auger may be used to extend the shovel probes to a greater depth to determine the potential for deeply buried archaeological deposits where soils other than glacial material are identified. Probes will be photographed, and their locations recorded using GPS. Probes will be backfilled immediately upon termination. Information gathered during this task will be

- incorporated into the Cultural Resources Assessment report. This task includes filing a public utility locate per State law.
5. No archaeological sites or isolates will be identified during the survey. If archaeological sites or isolates are identified, an amendment will be necessary.
 6. No human remains will be encountered. If human remains are identified, the CONSULTANT will immediately notify the City.
 7. The CONSULTANT assumes no historic properties (built environment resources 50 years or older) will be identified and documented on DAHP historic property inventory forms. If identified and documentation is requested by the City, an amendment will be necessary.
 8. The CONSULTANT will not conduct survey in areas containing hazardous materials, such as industrial or human waste, or in areas occupied by individuals other than the landowner or their designee.
 9. Fieldwork may be delayed or impacted by natural events, such as fire, smoke, flood, or snow.

Deliverable(s):

1. Draft and Final Cultural Resources Assessment Report provided electronically.
2. Draft and Final Inadvertent Discovery Plan (IDP) provided electronically.

6.2 SEPA Documents

The CONSULTANT will prepare formal documentation for a project Categorical Exemption with respect to the State Environmental Policy Act (SEPA). The proposed project is anticipated to meet a Categorical Exemption (WAC 197-11-800 adoption by reference) under SMC 20.160.080.

Assumption(s):

1. The City shall be the lead agency and concur with the SEPA exemption rationale.
2. No new background studies will be prepared for this task.

Deliverable(s):

1. SEPA Exemption Letter (electronic draft and final)

6.3 Permitting Support

The CONSULTANT will prepare City of Port Orchard applications for the early utility relocation project to meet City Land Use permitting requirements triggered by the proposed work. The CONSULTANT will research site-specific permit requirements that will be summarized in a Permit Matrix, in consultation with the project team and the City of Port Orchard.

The CONSULTANT will coordinate compiling information for each permit application, reviewing applicable municipal code, monitoring each application through permit

issuance, assist with coordination of addressing comments and resubmitting, and attending any pre-application meetings for the following permits:

1. Master Application Form
2. Floodplain Development Permit Application
3. Critical Areas Exception (Type III) with a Critical Areas Report
4. Shoreline Permit Exemption
5. Major Land Disturbing Activity Permit
6. Hydraulic Project Approval (due to a tide gate installation)

Assumption(s):

1. City permitting fees will be waived or reimbursed by City funds outside the Consultant fee.
2. The City shall submit permits.
3. City will concur a Stormwater Drainage permit is not required due to utility work as noted in POMC 20.140.070 (2).
4. The City shall provide the contractor permits for the following:
 - NPDES permit for Construction
5. The permitting efforts will not require a hydrogeological report as defined in Table 20.162.086 of POMC20.162.
6. The following types of permits or approvals are not anticipated at this time, and are therefore not included in this scope:
 - Corps of Engineers, Section 10 or 404
 - Coastal Zone Management Certification
 - State Waste Discharge Permit
 - Section 401 Water Quality Permit
7. The floodplain development application and report development will be based on a review of available data and information. Hydrologic and hydraulic analysis, hydraulic modeling, and no rise analysis are not included, as the project is not within an identified floodway and therefore not anticipated to be required.
8. One round of review of permit applications is included in this scope.
9. Information and data needed for permit applications (e.g., design plans, grading volumes) will be provided by others or completed as part of other tasks.

Deliverable(s):

1. Permit matrix
2. Draft and Final permit applications.
3. Critical Areas Report for Wetlands and Fish and Wildlife Habitat Conservation Areas

Task 7: SR 166 Environmental Services

7.1 Cultural Resource Services

The CONSULTANT will assist the City with National Historic Preservation Act (hereafter Section 106) compliance for the SR 166 project, which is a separate federal undertaking with WSDOT as lead federal agency. This will include preparing a cultural resources assessment specific to the SR 166 construction work's Area of Potential Effects (APE). The report will utilize findings from the Bay Street Pathway West situational study cultural resource literature review and cultural resources assessment completed for the Early Utility Relocation cultural resources review, as feasible. The CONSULTANT will conduct archaeological survey specific to the APE, prepare a required technical report, and a Monitoring and Inadvertent Discovery Plan (MIDP). The following will be addressed:

1. Regulatory coordination: The CONSULTANT will assist in the initiation of the Section 106 consultation process by preparing a draft Area of Potential Effects (APE) map and letter. The letter will include the proposed field investigation methodology. After one set of consolidated comments are received from the CLIENT and the PROPONENT, the CONSULTANT will prepare a Revised Draft for submittal to the AGENCY by the PROPONENT. The correspondence will be submitted to the AGENCY by the PROPONENT. The AGENCY will submit the correspondence to the Washington State Department of Archaeology and Historic Preservation (DAHP) and potentially affected Tribes to initiate consultation and define the APE for the project pursuant to 36 CFR 800.4(a)(1). Following the City's submittal of Section 106 consultation initiation and APE definition request letter to the AGENCY, consulting parties will have a 30-day period to provide feedback, comment, or request additional information.
2. Background research: The CONSULTANT will conduct supplemental research on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment within a 1-mile radius "Study Area" of the project location. The CONSULTANT will review relevant correspondence between the project proponent, stakeholders, and DAHP. The CONSULTANT will send a request via emailed letter to the Suquamish Tribe for any tribal knowledge of the area that the Tribe may wish to share with the City and have incorporated into the report. The CONSULTANT will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The CLIENT will provide the CONSULTANT with any existing geotechnical exploration data and relevant documentation of current subsurface conditions or modifications known to be present within the proposed project footprint, if available. Background research will build upon the existing draft cultural

resources literature review previously prepared by ESA for the Bay Street Trail Project (Hannah et al. 2023).

3. **Surface Survey:** The CONSULTANT will conduct a pedestrian (surface) survey of the project APE to document existing conditions. cursory review of archaeological predictive modelling, managed by DAHP, indicates the project is in an area considered very high risk for containing archaeological resources. As such, the field survey will be conducted in order to understand the extent of prior disturbance; to assess the landform for its archaeological potential; and to identify suitable locations for standard archaeological subsurface survey investigation, if such areas are present. Areas suitable for subsurface investigation will be investigated on a follow-up visit after state-required public utility locates have been filed..
4. **Cultural Resources Assessment report:** The CONSULTANT will prepare a technical report describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on Section 106 requirements. Report and support materials will be provided electronically in PDF format. This task includes one Draft Report for client review, one Revised Draft Report for AGENCY review, and one Final Report for submission to DAHP. The CONSULTANT will assist the client and AGENCY in submitting the Final Report and any associated documentation to DAHP, via their WISAARD system.
5. **Subsurface Survey:** The CONSULTANT will conduct a subsurface survey of the portions of the project APE not occupied by road infrastructure, utilities, or prohibitive conditions, such as slopes in excess of 10% or active water channels. The coverage of the subsurface archaeological survey will be based on the anticipated footprint of project disturbance, and the results of the surface survey. It is assumed that the subsurface survey will be conducted using up to 10 hand-dug shovel probes advanced to: 1) 3 feet (~1 meter), 2) until glacial deposits are encountered, or 3) until impassable conditions (whichever occurs first). Machine Testing may be used in lieu of hand shovel work. Probes will be excavated opportunistically within the proposed disturbance footprint. Spoils will be screened through ¼-inch hardware mesh. A hand auger may be used to extend the shovel probes to a greater depth to determine the potential for deeply buried archaeological deposits where soils other than glacial material are identified. Probes will be photographed, and their locations recorded using GPS. Probes will be backfilled immediately upon termination. Information gathered during this task will be incorporated into the Cultural Resources Assessment report. This task includes filing a public utility locate per State law.
6. Based on the high probability of the project to encounter archaeological materials, the CONSULTANT will prepare an Archaeological Resources Monitoring and Inadvertent Discovery Plan (MIDP) for the project, meeting regulatory requirements.

Assumption(s):

1. The City will provide the CONSULTANT with all regulatory correspondence they have received regarding cultural resources.
2. No meetings with clients and/or stakeholders will be required.
3. The CONSULTANT will not conduct survey in areas containing hazardous materials, such as industrial or human waste, or in areas occupied by individuals other than the landowner or their designee.
4. The CONSULTANT assumes the project conditions and boundaries will be consistent with those at the time of this scope. Should conditions or boundaries change, an amendment may be necessary.
5. The CONSULTANT assumes no historic properties requisite of formal documentation will be identified within the project location during the field reconnaissance. If such historic properties are identified as a result of the field reconnaissance, an amendment will be necessary.
6. Prior to conducting the subsurface survey, the CLIENT will provide notice to Section 106 consulting parties. Subsurface survey will be conducted by a team of 2 staff working up to 2 10-hour days, including travel time.
7. No archaeological sites or isolates will be identified during the survey. If archaeological sites or isolates are identified, an amendment will be necessary.
8. No human remains will be encountered. If human remains are identified during the Field Survey, the CONSULTANT will immediately notify the City and AGENCY.
9. Fieldwork may be delayed or impacted by natural events, such as fire, smoke, flood, or snow.

Deliverable(s):

1. Draft and Final Section 106 consultation initiation and APE definition request letter (Word format).
2. Draft and Final Cultural Resources Assessment report provided electronically.
3. Draft and Final Archaeological Resources Monitoring and Inadvertent Discovery Plan (MIDP).

7.2 NEPA Documentation

The CONSULTANT will prepare documentation for project compliance with the National Environmental Protection Act (NEPA) and applicable regulations and laws. The Consultant shall provide multi-disciplinary expertise and personnel to support a Documented Categorical Exclusion (anticipated). WSDOT Local Programs (LP) will serve as the NEPA lead agency. It is assumed the City has adopted "WAC 197-11610, Use of NEPA Documents" to support a determination of nonsignificance; therefore, a separate SEPA checklist is not expected to be required. The Consultant shall provide the following:

1. Coordination with the City's environmental lead to address and respond to project team questions, keep the project team informed of the project status, and identify potential environmental issues. Coordination with the City's environmental lead shall include emails, phone calls, and online or in-person meetings.
2. Attendance at a NEPA Kick-off Meeting with WSDOT Local Programs environmental staff.
3. Evaluation of potential impacts in and near the project sites and document in WSDOT LP's NEPA Categorical Exclusion form.
4. Analysis and research for a Floodplain Discipline Memo
5. Analysis and research for a Biological Assessment

Assumption(s):

1. It is assumed that WSDOT NEPA Categorical Exclusion form is the appropriate level of documentation to comply with NEPA for this project.
2. Any mailing list distributions, the distribution of hard copies, and/or CDs will be provided by the City.
3. No background or technical reports will be prepared other than the Floodplain Discipline Memo and Biological Assessment.
4. City shall utilize NEPA approval to satisfy any SEPA permitting.

Deliverable(s):

1. WSDOT Local Programs NEPA Categorical Exclusion Documentation form (draft and final)
2. Floodplain Discipline Memo (draft and final) per WSDOT's Guidebook for Local Agencies
3. Biological Assessment per WSDOT's Guidebook for Local Agencies

For all reports there will be a draft, final, with 1 review from WSDOT and 1 review from the City; all comments from agencies will be consolidated before sending to Consultant)

Electronic copies of the internal review drafts in Word with figures in PDF. Final files in PDF.

7.3 Permitting Support

The CONSULTANT will prepare City of Port Orchard applications for the SR166 project to meet City Land Use permitting requirements triggered by the proposed work. The CONSULTANT will research site-specific permit requirements that will be summarized in a Permit Matrix, in consultation with the project team and the City of Port Orchard.

The CONSULTANT will coordinate compiling information for each permit application, reviewing applicable municipal code, monitoring each application through permit issuance, assist with coordination of addressing comments and resubmitting, and attending any pre-application meetings for the following permits:

1. Master Application Form
2. Floodplain Development Permit Application
3. Critical Areas Exception (Type III) with a Critical Areas Report
4. Shoreline Substantial Development Permit
5. Major Land Disturbing Activity Permit
6. Stormwater Drainage Permit

Assumption(s):

1. City permitting fees will be waived or reimbursed by City funds outside the Consultant fee.
2. The City shall submit permits.
3. The City shall provide the contractor permits for the following:
 - NPDES permit for Construction.
4. The permitting efforts will not require a hydrogeological report as defined in Table 20.162.086 of POMC20.162.
5. The following types of permits or approvals are not anticipated at this time, and are therefore not included in this scope:
 - Corps of Engineers, Section 10 or 404
 - Coastal Zone Management Certification
 - Hydraulic Project Approval
 - State Waste Discharge Permit
 - Section 401 Water Quality Permit
6. The floodplain development application and report development will be based on a review of available data and information. Hydrologic and hydraulic analysis, hydraulic modeling, and no rise analysis are not included, as the project is not within an identified floodway and therefore not anticipated to be required.
7. One round of review of permit applications is included in this scope.
8. Information and data needed for permit applications (e.g., design plans, grading volumes) will be provided by others or completed as part of other tasks.

Deliverable(s):

1. Draft and Final permit applications.
2. Critical Areas Report for Wetlands and Fish and Wildlife Habitat Conservation Areas

Task 8: Geotech and Soil Evaluation Services

8.1 Geotechnical Services

The CONSULTANT shall evaluate the existing geotechnical conditions within the corridor and execute an exploration plan to support the project's design efforts. Key tasks include:

1. Review of available geotechnical data and identification of known issues.
2. Perform a geotechnical site reconnaissance.
3. Develop a Subsurface Exploration Work Plan to be completed before the 30% design milestone. The Consultant will prepare a Subsurface Exploration Plan memoranda for the proposed exploration program. The work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and extent (depth, sampling interval, in-situ testing, and instrumentation installation) of proposed field explorations along with logistics necessary to perform the work. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations.
4. Coordinate public and private utility locates for planned areas of exploration.
5. Plan and execute a field exploration program to develop recommendations for luminaire foundation design, retaining wall design, and infiltration feasibility at three (3) drilled borehole locations; completed to a depth of up to 30 feet below ground surface (bgs). One (1) groundwater monitoring well will be installed at a selected boring location upon completion of the exploration. The results of laboratory testing on selected soil samples will be used to assess infiltration feasibility. If infiltration potential is considered feasible, the Consultant shall recommend Pilot Infiltration Testing (PIT) to the City.
6. Perform environmental soil and groundwater testing from geotechnical borehole locations to evaluate potential contamination from gasoline, diesel, and oil-range total petroleum hydrocarbons, benzene, and lead. Test results shall be communicated to the City and included within geotechnical testing reports.
7. Based the proposed locations of the geotechnical borings and review of Washington State Department of Ecology (Ecology) documents available online for the property where the proposed borings are to be located, potential contaminants of concern (PCOC) that could be encountered during drilling include total petroleum hydrocarbons, volatile organic compounds (VOCs), and metals. During drilling of the geotechnical borings, The Consultant shall field screen soils for organic vapors by headspace analysis using a photoionization detector (PID), a water sheen test, and visual and olfactory methods (i.e., stained

or discolored soils and/or adverse odors). One environmental soil sample will be collected from each of the geotechnical borings. Groundwater samples will be collected from two of the boring locations via temporary wells installed during drilling activities. The geotechnical boring that is completed as a monitoring well will be developed by the drillers after the construction of the well has been completed. A separate site visit will be conducted the day after to one week of the well development to collect a groundwater sample from this permanent well. All soil and groundwater samples will be collected following regulatory agency standard operating procedures. Soil and groundwater samples collected will be submitted to the chemical laboratory for standard turnaround time analysis (7 to 10 business days) of the following PCOC:

- a. Petroleum hydrocarbons – diesel, oil via Ecology test method NWTPH-Dx,
- b. Petroleum hydrocarbons – gasoline via Ecology test method NWTPH-Gx,
- c. VOCs via EPA test method EPA 8260D, and
- d. RCRA 8 Metals (Ag, As, Ba, Cd, Cr, Hg, Pb & Se) via Environmental Protection Agency (EPA) test method EPA # 6010/7000.

Based on initial analytical results, select soil samples may also be analyzed for the following:

- e. Hexavalent chromium via EPA test method 7196A
 - f. Toxicity Characteristic Leaching Procedure (TCLP) via EPA test method 1311/1312.
8. Perform laboratory testing of geotechnical samples including moisture content, grain-size distribution, and Atterberg Limits. Testing will be performed in general accordance with the following laboratory schedule:

| TEST ID | ASTM Method | QTY |
|--------------------------|-------------|-----|
| Water Content | D2216 | 6 |
| Atterberg Limits | D4318 | 3 |
| Particle Size Analysis | D6913 | 6 |
| Hydrometer | D7928 | 3 |
| California Bearing Ratio | D1883 | 1 |

9. Place investigation derived waste (IDW) including soil cuttings, purged groundwater, and decontamination water from the borings in steel 55-gallon drums. These IDW drums will be stored onsite, or at an adjacent location as directed by the City, pending chemical analysis. Once laboratory results for the environmental samples are obtained, the CONSULTANT will coordinate the disposal of drummed IDW utilizing a waste disposal subcontractor after the waste profile documentation required for disposal of the IDW has been signed by the property owner or a City representative.
10. Evaluate drilled borehole and laboratory data.
11. Evaluate potential roadway settlement issues on SR 166 and provide mitigation recommendations, if warranted.
12. Evaluate environmental conditions of the areas investigated and provide:
 - a. Written specifications for excavation and handling of contaminated soils and groundwater that may be encountered during construction,
 - b. Engineering cost estimates for addressing contaminated soils,
13. Prepare a draft Geotechnical Engineering Report with geotechnical recommendations for new luminaire foundations, over-excavation, roadway stabilization treatments and infiltration feasibility. Recommendations for geoenvironmental considerations (e.g., infiltration feasibility, construction considerations, health and safety, etc.) will also be included in the Geotechnical Engineering report.
14. Respond to draft Geotechnical Engineering Report Comments.
15. Prepare a Final Geotechnical Engineering Report near the 90% milestone.

Following submittal of the draft geotechnical report, all soil samples will be disposed. If contaminated soils are identified from environmental laboratory analysis of soil samples, geotechnical soil samples will be returned to the City for disposal.

All field work including site reconnaissance, utility locates, drilling, and groundwater monitoring will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.

Assumption(s):

1. City staff shall identify locations with known potential soil infiltration.
2. Field Exploration Work Plan will be reviewed by the City.
3. Retaining walls are assumed to consist of block walls or structural earth walls with heights of no more than 4 feet.
4. The geotechnical explorations proposed herein will NOT be used to assess site environmental conditions of the entire project area (i.e., no environmental assessment of areas not sampled). Geoenvironmental considerations will be based on the results of the sampling conducted from the geotechnical boring locations only.

5. All IDW waste profile documentation must be signed by a property owner or City representative. Estimated labor and subcontractor costs for IDW disposal are for non-hazardous waste IDW disposal. If analytical results indicate hazardous wastes are present, IDW disposal may require disposal as a hazardous waste at a Subtitle C landfill, which may incur additional labor and subcontracting costs.
6. The project contractor shall
 - a. Decommission monitoring wells installed by the Consultant.
 - b. Design any project dewatering systems.
7. Boring locations will be accessible by truck- or truck-mounted drill rigs and boring locations will be located using handheld GPS and measurement from existing known features.
8. Utility locates via the One-Call Utility Locate Center will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included. CONSULTANT will not be held liable for damage to utilities or other underground structures not defined by the utility locate services.

Deliverable(s):

1. Subsurface Explorations Plan which includes a site specific health and safety plan (PDF format).
2. Draft and Final Geotechnical Engineering Reports (PDF format).

8.2 Hazardous Materials Review

The CONSULTANT shall provide planning level environmental strategy support for the program with a moderate -level environmental hazardous materials risk-evaluation of the project vicinity not already evaluated within work produced in the Bay Street West Situational Study Hazardous materials investigation to identify and evaluate the potential presence of subsurface contaminants that may be encountered during the various stages of project development and construction.

Results of the hazardous materials environmental assessment shall be presented in a technical memo. The memo shall include the following:

- Obtain and review readily accessible environmental records for the project corridor and adjacent properties. The search includes the project corridor and other properties within an eighth of a mile to a mile radius from the Project Area, based on type of regulatory database listing, WSDOT guidance, and ASTM standards.
- Obtain and review historical aerial photographs, topographic maps, and Sanborn Fire Insurance maps for the project vicinity, and city directories for the streets included in the project corridor itself.

- Review existing technical documents and reports available from Ecology and EPA, or as provided by the City or KPFF, concerning previous environmental investigations for the project site and/or adjacent properties.
- Conduct a visual reconnaissance of the project site to observe current land uses and activities pertaining to the potential for subsurface contaminants to adversely impact the project site. If there are properties being considered for right-of-way acquisition, these will be included as part of the visual reconnaissance. However, the reconnaissance will be limited to features readily observed from public access corridors and shall not include entering private properties or viewing conditions within buildings. The site reconnaissance will include noting the presence and approximate locations of environmental conditions or associated physical features identified during the environmental records review.
- Evaluate the resulting data with respect to potential impacts of subsurface contaminants on development, construction, and potential property acquisitions of the corridor project.
- Prepare a technical memorandum in accordance with the local agency and WSDOT requirements for a “mid-level” hazardous materials environmental assessment.

Assumption(s):

1. Hazardous materials environmental assessments are not considered to be a Phase I Environmental Site Assessment (ESA) that adheres to the American Society for Testing and Materials (ASTM) standards. If the hazardous materials environmental assessment reveals issues that could impact the project site, more detailed investigations, which may include Phase I ESAs or Phase II ESAs, may be recommended.
2. The hazardous materials technical memo will not include assessment of existing conditions for environmental resources such as: cultural and built environment historic resources, land use, natural resources and critical areas, sensitive receptors for air quality and noise, parks and recreation areas, visual resources, Tribal Boundaries, Tribal owned parcels along the corridor, and/or general demographic information.
3. The site reconnaissance conducted will be limited to features readily observed from public access corridors, and shall not include entering private properties or viewing conditions within buildings (i.e., “windshield survey”).
4. The hazardous materials technical assessment shall be an internal planning document for the City and will not be submitted to any state or federal agency.
5. One round of review of the hazardous materials environmental assessment will be required.

Deliverable(s):

1. Draft and Final Hazardous Materials Assessment Technical Memo

Task 9: Traffic and Illumination

9.1 Traffic Analysis

The CONSULTANT shall evaluate existing and future traffic operations within the corridor and develop recommendations, if any, to improve safety and traffic operations.

The CONSULTANT shall conduct a speed study for the evaluation within the corridor.

The CONSULTANT shall review crash data analysis within the corridor.

The CONSULTANT shall utilize available information from the Bay Street pathway West Situational Study to support analysis efforts.

Consultant shall evaluate Rectangular Rapid Flashing Beacons (RRFB) installation within the corridor and provide a recommendation for installation.

The CONSULTANT shall develop a draft and final traffic analysis evaluation report, including an evaluation of mainline traffic speed reduction to 20 MPH within the technical memo.

Assumption(s):

1. City and WSDOT shall provide traffic data and growth assumptions.

Deliverable(s):

1. Draft and Final Traffic Analysis Evaluation Report

9.2 Illumination Evaluation and Coordination

The CONSULTANT shall evaluate illumination within the corridor using applicable WSDOT illumination analysis guidelines. The analysis will be completed using AGi 32 software.

The CONSULTANT shall develop a concept lighting plan for the corridor. A concept design shall be produced with removals and abandonment of existing lighting elements by the project and installation of all new lighting elements, including potential pedestrian lighting elements. Consultant shall provide a planning level cost estimate for the concept design.

Upon City acceptance of the concept design, the CONSULTANT will coordinate power needs with applicable utilities, including service applications and confirmation of those .

CONSULTANT design effort is limited to ten street illumination pole installations, ten pedestrian scale lighting fixtures/poles and five service applications.

CONSULTANT shall develop foundation designs based on recommendations provided by a geotechnical investigation and utilize WSDOT Standard Plan foundations if feasible. CONSULTANT shall notify the City if WSDOT Standard Plan foundations are not feasible based on geotechnical evaluation.

Assumption(s):

1. City shall provide lighting fixture information and illumination standards and specifications.
2. Puget Sound Energy will be operator of the street light system and PSE standards will apply to the project illumination.

Deliverable(s):

1. Lighting analysis memo with Light-level exhibits.
2. Concept illumination design and cost estimate
3. Utility Service Applications and Permits

9.3 Illumination PS&E

The CONSULTANT shall prepare illumination plans, specifications, and cost estimates for the project. Lighting plans shall show franchise utility relocations by others.

Deliverable(s):

1. 60%, 90%, 100%, Final, and Ad-Ready Light and Signal PS&E packages.

Task 10: WSDOT Coordination

10.1 WSDOT Coordination

The CONSULTANT will assist the City with WSDOT coordination and completion of the project approval process.

Support shall include coordination with WSDOT on future WSDOT project work directly west of the project corridor. Up to five coordination meetings will be held between the City, WSDOT and the CONSULTANT staff.

Assumption(s):

1. City of Port Orchard shall formally submit all project submittals, required by the WSDOT Local Agency Guidelines directly to WSDOT.

Deliverable(s)

1. Meeting agendas, figures and meeting materials to support the coordination effort between the City and WSDOT project, and meeting notes.

10.2 WSDOT Channelization Plans for Approval (PFA)

The CONSULTANT shall prepare channelization plans for WSDOT review and approval. Submittals shall be electronic and work will include up to three design submittal iterations to WSDOT.

Channelization plans will follow WSDOT design standards and requirements as defined in the WSDOT Design Manual and the LAG manual.

Consultant shall produce design documentation to support a mainline design speed of 20 miles per hour.

Assumption(s):

1. City shall review and provide any comments on Chan Plans for approval before preliminary submittal to WSDOT
2. WSDOT and the City of Port Orchard will accept a mainline design speed of 20 miles per hour.

Deliverable(s):

1. Preliminary and Final Channelization Plans for approval.

Task 11: Landscape Architecture

11.1 Landscape Design

The CONSULTANT shall develop landscape design plans including:

- Planting plans
- Photo cut sheets for street trees, shrubs, and groundcover options.
- Coordination with and integration of Stormwater/LID design.
- Coordination with and integration of decorative street lighting.
- Permanent landscape irrigation plans.
- WSDOT special provisions for Planting, Irrigation, Site Furnishings, and decorative pavement treatments.

Assumption(s):

1. The City shall provide information on preferred irrigation components.

Deliverables:

1. 60%, 90%, Final and Ad-Ready Documents
 - Planting plans (1" = 20' full size – four sheets).
 - Planting schedule, details, and notes (three sheets).
 - Irrigation plans (1" = 20' full size – four sheets).

- Irrigation schedule, details, and notes (two sheets).
- Special provisions & Cost Estimates

11.2 Urban Design

The CONSULTANT shall develop urban design plans and coordinate delivery with other nearby projects including:

- Urban design elements, including traffic calming options.
- Urban design plans and enlargement details to include sidewalk paving patterns, decorative raised intersection, finish treatments, and location of site furnishings.
- Grading and adjustment to seat wall/planters for the Community Event Center.
- Bay Street Pedestrian Path West implementation
- Cost estimate development

Deliverables:

1. 60%, 90%, Final and Ad-Read/ Documents:
 - Urban design plans (1" = 20' full size – four sheets)
 - Urban design schedule, paving enlargements, details, and notes (two sheets)
 - WSDOT special provisions

Task 12: Real Estate Services

12.1 Preliminary Right-of-Way Services

The CONSULTANT shall prepare a ROW Funding Estimate for all impacted parcels following at completion of concept design work.

The CONSULTANT shall utilize a third party appraisal specialist to develop right-of-way appraisal information in compliance with WSDOT standards. CONSULTANT shall prepare an AOS for acquisitions valued under \$25,000.

All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.

12.2 Temporary Construction Easements and Right of Entry

The CONSULTANT shall develop up to ten Temporary Construction Easements (TCE) and up to 5 right of entry exhibits to support the project and shall be submitted to the City near the 60 % Milestone for review and comment. Temporary Construction easements are anticipated along the right of way limits for property conformance needs.

12.3 Acquisition Services

CONSULTANT will assist the Agency in developing all right-of-way documents/offer letters in accordance with the Agency's right-of-way procedures manual for acquisition of impacted properties. CONSULTANT will draft the acquisition documents using City approved forms or QC any forms that are created directly by City staff for pre-acquisition review by the WSDOT LPA coordinator before any offers are made to property owners.

CONSULTANT agents will act in good faith at all times and never coerce owners. Consultant shall begin the negotiation process with each owner with an in-person presentation of all offers, when feasible. CONSULTANT shall identify property owner issues, concerns and differences early on and document that information in the individual parcel negotiation diaries.

CONSULTANT will work with Agency staff throughout the negotiation process with the property owner until settlement is reached on each parcel or an impasse is reached. If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, CONSULTANT shall provide written notice to City staff of the impasse in negotiations.

The CONSULTANT shall

1. conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations for up to six property owners.
2. Set up and maintain complete real property acquisition files for each impacted tax parcel or larger parcel.
3. Prepare Administrative Settlement Justification statements for up to ten (10) properties.
4. assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. CONSULTANT will maintain constant contact with the local WSDOT Local Agency Ccoordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right-of-way documents with as little deviation as possible.
5. transmit the signed conveyance documents and payment requests to the City for approval and processing.
6. do due diligence in obtaining and researching last recorded vesting to verify ownership for each parcel.
7. Make a recommendation for appraisal consultants to the City, if needed.

Assumption(s):

1. No title reports will be required for this work and escrow will not be required at closing.
2. The City will establish and communicate just compensation to the CONSULTANT.

3. The City will record conveyance documents and make payment for any and all compensation payments to property owners. The City will pay for all fees charged by trustees, and/or beneficiaries to clear encumbrances of record and other closing costs such as title policies, recording fees, and escrow fees if applicable.
4. Contractors working on City projects are not required to have rights of entry or temporary easements to work within City Right of way or Property.

Deliverable(s)

1. ROW Funding Estimate
2. Up to fifteen (10) Temporary Construction Easement Exhibits
3. Up to five (5) right of entry exhibits
4. Property owner contact list, monthly summaries, initial schedule and updates on review and issuance status.
5. Meeting notes from pre-application meetings or inquiries from the City of Port Orchard planning department. One (1) electronic copy of complete real property acquisition files for the project and up to fifteen (15) parcels as well as all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record.
6. Written counteroffer(s) and acceptances from property owners including supporting documentation and the CONSULTANT's recommendation with regard to justification for administrative settlements.

Task 13: Construction Management

13.1 Reserved

Port Orchard SR166 Survey Pickup Exhibit

09/28/2023

Survey Pickup Area



Existing City Well



Extend survey 50 feet beyond right of way into parking lots

Develop SR 166 Right of Way Survey

Pick up utility cleanouts in Dick Vist Motor Lot and all other utility structures

Survey City lot with well on it and tugboat alley right of way to Cline Street

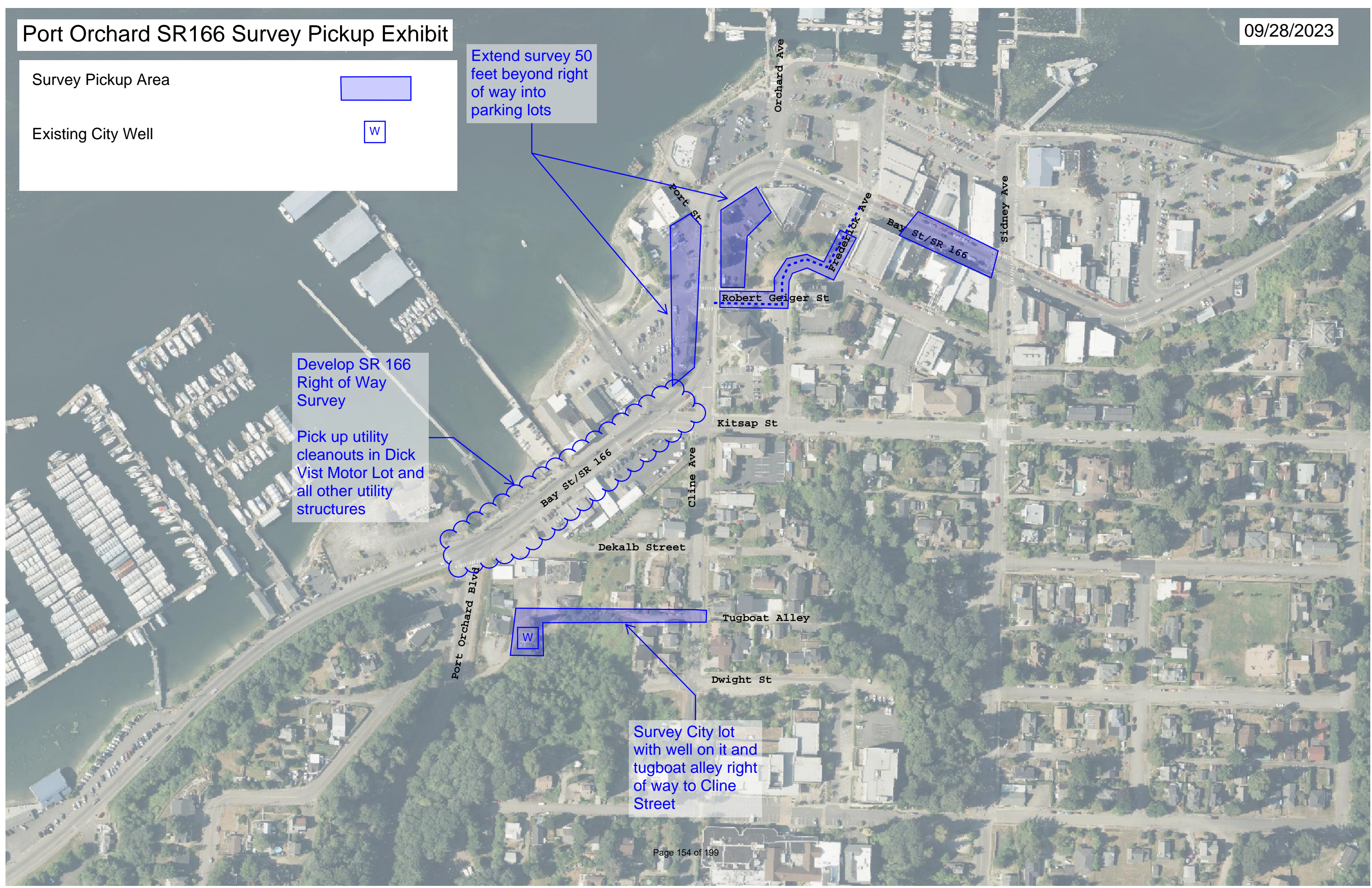


Exhibit B
DBE Participation

Agreement Number:

KPFF Consulting Engineers

DBE PARTICPATION / INCLUSION PLAN

Agency - City of Port Orchard

Project - SR166/Bay Street Reconstruction

1- Voluntary Participation Targets

This project, which has been awarded to CONSULTANT, has a DBE goal of 16.0% documented within the City of Port Orchard's SR166/Bay Street Reconstruction Request for A&E professional Services Qualifications. This goal is based on a percentage of the total contract value of this project, inclusive of subsequent changes, of the assumed scope of work. This project has federal funding.

2 - Diverse Business Subcontractors

CONSULTANT anticipates utilizing the following certified small and diverse firms as subcontractors/suppliers on this project with good faith efforts to share work as noted below:

| Firm | Scope of Work | Est Work Share | DBE | MBE | VBE | WBE |
|---|--------------------------------------|----------------|-----|-----|-----|-----|
| Concord Engineering Inc | Traffic and Illumination Engineering | 6.9% | X | X | | X |
| Equinox Research and Consulting International, Inc. | Cultural Resources | 1.8% | X | X | | X |
| HWA GeoSciences, Inc | Geotechnical Engineering | 8.0% | X | x | | X |
| RES Group NW, LLC | Real Estate Services | 5.9% | X | x | | x |
| Stepherson & Associates Communications Inc | Outreach and Public Engagement | 1.9% | X | X | | |
| | | | | | | |

**Total DBE
Participation
Plan**

24.5%

CONSULTANT will utilize the following efforts to meet or exceed the DBE

Participation goal:

- *Provide opportunities for the above listed firms to perform all services required by the project related to the scope of work and qualifications noted in the table above*
- *Provide other consultants who qualify for small and diverse firms opportunities for work related to the project not currently identified within the project scope or request qualifications information.*

3 - Strategies

In general, CONSULTANT will work to meet the goal by utilizing the following methods:

- *Provide opportunities for the above listed firms to perform all services required by the project related to the scope of work and qualifications noted in the table above*
- *If additional opportunities arise not currently identified within the project scope, we will reach out to qualified small and diverse firms for any additional services before reaching out to other firms.*

4 - Mentoring and Training

CONSULTANT will work to further mentoring, training, and capacity building programs by utilizing the following methods:

- *Provide sub consultants leadership roles within the project, including significant face to face relationship building opportunities with the City of Port Orchard, WSDOT, other stakeholders and KPFF team members*
- *Provide opportunities for the above listed firms to perform all services required by the project related to the scope of work and qualifications noted in the table above*

5 - Prompt Payment and Dispute Resolution

CONSULTANT will ensure prompt payment of all subcontractors and return retainage by using the following methods:

- *KPFF's utilizes the commercial accounting software BST-10, a fully integrated accounting platform. Once KPFF receives and processes payments from a client, BST will automatically initiate payment for all sub-consultants on the next Friday.*
- *KPFF's Chief Financial Officer is responsible for ensuring prompt payment on all contracts and ensuring our accounting and automatic payment process is performing as expected.*
- *KPFF's project manager is responsible for contacting sub consultants who report outstanding invoices if prompt payments have been made by KPFF but not received or reported as received by sub consultants.*

If payment is contested or other disputes arise, CONSULTANT will

resolve disputes by utilizing the following methods:

- All disputes between sub consultants and KPFF are addressed in face-to-face communications, with a goal of resolving issues fairly. We want to treat others as we would like to be treated. If this effort does not resolve a topic, non-binding mediation will be used. Our proposed dispute handling process with sub consultants is noted below.

The Subconsultant shall make no claim against KPFF without first providing KPFF with a written notice of damages and providing KPFF thirty (30) days to cure before an action is commenced. KPFF shall make no claim against Subconsultant without first providing Subconsultant with a written certification from an independent professional, licensed and practicing in the field of Subconsultant and in the state where the Project is located, stating the basis for the alleged claim. This certificate shall be provided by KPFF not less than thirty (30) days prior to the presentation of any claim.

6 – MSVWBE Outreach

To date, CONSULTANT has utilized the following methods to perform outreach to the DBE community and inform firms of the opportunity to work as subcontractors/subconsultants on the project:

- *KPFF contacted over four professional service firms directly via phone and email when developing a proposal to the City issued project RFP once an opportunity for collaboration was identified. Firms who meet the professional qualifications with the availability to meet the project needs in terms of staffing and who confirmed an interest to join a KPFF primed team joined our team.*
- *KPFF has long term relationships with many DBE firms and continues to reach out to this community through several networking events, participation in ASCE, APWA and ACEC community events and uses these events as opportunities to build relationships within the UDBE community.*

In the future, CONSULTANT anticipates utilizing the following methods to perform outreach to UDBE subcontractors/subconsultants and inform them of upcoming opportunities on the project:

- *KPFF participates in various industry meet and greets and networking opportunities, including UDBE inclusion events to develop new teaming opportunities with potential new sub-consultants met at these events. We encourage UDBE firms that are new to us to reach out with potential opportunities and place value in fostering these new relationships.*
- *KPFF also regularly utilizes the local (City of Seattle, King County), State (Washington State Office of Minority and Women's Business Enterprises), and federal tools (dsbs.sba.gov) to identify qualified firms and contacts firms directly when a client needs additional services.*
- *KPFF has long term relationships with many UDBE firms and continues to reach out to this community through several networking events, participation in ASCE, APWA and ACEC community events and uses these*

events as opportunities to build relationships within the MSVWBE community.

CONSULTANT anticipates utilizing the following methods to ensure that small businesses have enough time and information to provide it with bids or statements of qualifications:

- KPFF participates in various industry meet and greets and networking opportunities, including UDBE inclusion events to develop new teaming opportunities with potential new sub-consultants and existing sub-consultants at these events. We encourage UDBE firms that are new to us to reach out with potential opportunities and place value in fostering these new relationships.*
- KPFF regularly meets with new and existing qualified sub-consultants to identify opportunities for partnership and strengthen relationships.*

CONSULTANT anticipates utilizing the following methods to ensure small businesses understand the schedule and project processes and can learn ways to enhance their capabilities:

- We share contract information, such as Request for Proposals, directly with our sub consultants when forming a teaming arrangement, and go over schedule requirements, expectations, and project roles.*

CONSULTANT anticipates utilizing the following methods to create subcontract packages that create opportunities and allow for the participation of small and diverse businesses:

- Provide opportunities for the above listed firms to perform all services required by the project related to the scope of work and qualifications noted in the table above*
- Provide opportunities for potential additional work outside the current scope of work to other qualified UDBE firms before reaching out to other UDBE firms.*

7 – Diversity Expert

CONSULTANT will utilize the following individuals as experts on diverse businesses and to help manage the processes listed in this plan:

CONSULTANT offers the following diversity expert resources:

A KPFF project coordinator with diverse business participation reporting experience and experience in Diversity Compliance Management Systems (DCMS) reporting. The project coordinator will have the support of other project coordinators also familiar in diversity business processes and practices. This project coordinator is Carinna Lee currently who has experience reporting participation on similar projects with similar sized agencies.

8 – Past Performance

CONSULTANT has completed the following projects that achieved diverse business participation in the past five years.

A few examples below.

The table below shows our inclusion performance on current public agency projects.

Table 1 — MSVWBE Inclusion Performance on Current WSDOT Contracts

| Project Name | Owner | % of Utilization | Final Contract Amount | Total MWBE Dollars Spent |
|--|--------------------------------------|--------------------|-----------------------|--------------------------|
| Mercer Avenue West | Seattle Department of Transportation | 14% DBE | \$12,373,900 | \$1,732,346 |
| Greenlake AAC | Seattle Department of Transportation | 19% WMBE | \$436,239 | \$81,914 |
| Montlake Hub Capital Improvements | Seattle Department of Transportation | 47% WMBE | \$696,111 | \$328,629 |
| Rainier Transit Plus Multimodal Corridor | Seattle Department of Transportation | 25% WMBE | \$197,189 | \$50,914 |
| Federal Way Transit Center | Sound Transit | 20% S/DBE Achieved | \$1,780,000 | \$356,000 |
| NAVFAC NW Land/Water Interface | US Navy | 39.2% DBE | \$4,356,273 | \$1,707,659 |

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Summary Info

Fee Proposal
Port Orchard SR166 Reconstruction

KPFF Consulting Engineers and Subconsultants

11/1/2023

| | Description | KPFF | KPFF - Survey | Concord | ESA | Equinox | HWA | KPG Psomas | RES | Stepherson | Total Cost |
|-------------------------------------|--|---------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| Task 1 | Project Management | \$ 69,121.99 | \$ - | \$ 7,208.44 | \$ 5,784.93 | | \$ 9,621.62 | \$ 8,798.54 | \$ - | \$ 5,090.72 | \$ 105,626.25 |
| 1.1 | Contract Admin | \$ 23,991.97 | \$ - | \$ 4,874.56 | \$ 4,323.54 | \$ - | \$ 8,368.42 | \$ 6,860.03 | \$ - | \$ 4,414.53 | \$ 52,833.05 |
| 1.2 | Project Management Plan | \$ 7,339.88 | \$ - | \$ 1,004.46 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 225.40 | \$ 8,569.74 |
| 1.3 | Subconsultant Management | \$ 8,335.91 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 8,335.91 |
| 1.4 | Coordination Meetings | \$ 29,454.23 | \$ - | \$ 1,329.43 | \$ 1,461.39 | \$ - | \$ 1,253.20 | \$ 1,938.51 | \$ - | \$ 450.80 | \$ 35,887.56 |
| Task 2 | Data Collection | \$ 7,340.90 | \$ 45,466.28 | \$ 3,190.62 | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ 55,997.81 |
| 2.1 | Data Collection | \$ 7,340.90 | \$ - | \$ 3,190.62 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,531.52 |
| 2.2 | Survey | \$ - | \$ 45,466.28 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 45,466.28 |
| Task 3 | Community Outreach | \$ 10,185.70 | \$ - | \$ - | \$ - | | \$ - | \$ 4,485.47 | \$ - | \$ 14,859.57 | \$ 29,530.74 |
| 3.1 | Public Outreach Engagement Plan | \$ 2,589.87 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,576.18 | \$ 6,166.05 |
| 3.2 | Project Steering Committee | \$ 5,777.66 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 923.91 | \$ - | \$ 1,352.39 | \$ 8,053.96 |
| 3.3 | Virtual Engagement | \$ 1,818.17 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,561.57 | \$ - | \$ 6,346.53 | \$ 11,726.26 |
| 3.4 | Project Advertising and Public Engagement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,584.47 | \$ 3,584.47 |
| Task 4 | PS & E Design | \$ 426,157.82 | \$ - | \$ 3,899.65 | \$ - | | \$ - | \$ 11,796.16 | \$ - | \$ - | \$ 441,853.64 |
| 4.1 | Basis of Design | \$ 6,702.16 | \$ - | \$ 2,304.34 | \$ - | \$ - | \$ - | \$ 712.31 | \$ - | \$ - | \$ 9,718.82 |
| 4.2 | 30% Concept Design | \$ 105,878.38 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,467.91 | \$ - | \$ - | \$ 116,346.29 |
| 4.3 | SR 116 PS&E | \$ 256,703.88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 256,703.88 |
| 4.4 | Quality Management | \$ 15,383.57 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,383.57 |
| 4.5 | Stormwater Report | \$ 36,333.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 36,333.40 |
| 4.6 | Bid Support Services | \$ 5,156.44 | \$ - | \$ 1,595.31 | \$ - | \$ - | \$ - | \$ 615.94 | \$ - | \$ - | \$ 7,367.69 |
| Task 5 | Utility Relocation PS&E | \$ 81,781.43 | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ 81,781.43 |
| 5.1 | Utility Basis of Design | \$ 4,690.62 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,690.62 |
| 5.2 | Utility Relocation Coordination | \$ 11,665.85 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 11,665.85 |
| 5.3 | Utility Concept Design | \$ 16,504.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,504.50 |
| 5.4 | Early Utility Relocation PS&E | \$ 48,920.46 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 48,920.46 |
| Task 6 | Early Utility Relocation Environmental Services | \$ 21,439.45 | \$ - | \$ - | \$ 18,499.78 | \$ 8,206.47 | \$ - | \$ - | \$ - | \$ - | \$ 48,145.71 |
| 6.1 | Cultural Resource Services | \$ - | \$ - | \$ - | \$ - | \$ 8,206.47 | \$ - | \$ - | \$ - | \$ - | \$ 8,206.47 |
| 6.2 | SEPA Documents | \$ - | \$ - | \$ - | \$ 3,721.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,721.40 |
| 6.3 | Permitting Support | \$ 21,439.45 | \$ - | \$ - | \$ 14,778.38 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 36,217.84 |
| Task 7 | Environmental Services | \$ 23,074.56 | \$ - | \$ - | \$ 54,312.16 | \$ 6,998.90 | \$ - | \$ - | \$ - | \$ - | \$ 84,385.61 |
| 7.1 | Cultural Resource Services | \$ - | \$ - | \$ - | \$ - | \$ 6,998.90 | \$ - | \$ - | \$ - | \$ - | \$ 6,998.90 |
| 7.2 | NEPA Documents | \$ - | \$ - | \$ - | \$ 44,649.29 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 44,649.29 |
| 7.3 | Permitting Support | \$ 23,074.56 | \$ - | \$ - | \$ 9,662.87 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 32,737.42 |
| Task 8 | Geotechnical Evaluation Services | \$ - | \$ - | \$ - | \$ - | | \$ 59,421.84 | \$ - | \$ - | \$ - | \$ 59,421.84 |
| 8.1 | Geotechnical Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 50,461.81 | \$ - | \$ - | \$ - | \$ 50,461.81 |
| 8.2 | Hazardous Materials Review | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 8,960.03 | \$ - | \$ - | \$ - | \$ 8,960.03 |
| Task 9 | Traffic and Illumination | \$ - | \$ - | \$ 61,449.02 | \$ - | | \$ - | \$ 615.94 | \$ - | \$ - | \$ 62,064.96 |
| 9.1 | Traffic Analysis | \$ - | \$ - | \$ 4,165.53 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,165.53 |
| 9.2 | Illumination Evaluation and Coordination | \$ - | \$ - | \$ 20,089.10 | \$ - | \$ - | \$ - | \$ 615.94 | \$ - | \$ - | \$ 20,705.04 |
| 9.3 | Illumination PS&E | \$ - | \$ - | \$ 37,194.39 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37,194.39 |
| Task 10 | WSDOT Coordination | \$ 34,198.07 | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ 34,198.07 |
| 10.1 | WSDOT Coordination | \$ 5,341.37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,341.37 |
| 10.2 | WSDOT Chan Plan for Approval | \$ 28,856.70 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 28,856.70 |
| Task 11 | Landscape Architecture | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ 58,580.82 | \$ - | \$ - | \$ 58,580.82 |
| 11.1 | Landscape Design | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 28,379.49 | \$ - | \$ - | \$ 28,379.49 |
| 11.2 | Urban Design | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30,201.33 | \$ - | \$ - | \$ 30,201.33 |
| Task 12 | Real Estate Services | \$ 14,420.24 | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ 54,358.82 | \$ - | \$ 68,779.06 |
| 12.1 | Preliminary ROW Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,156.48 | \$ - | \$ 7,156.48 |
| 12.2 | Temporary Construction Easements | \$ 14,420.24 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,420.24 |
| 12.3 | Acquisition Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 47,202.34 | \$ - | \$ 47,202.34 |
| Task 13 | Construction Management | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13.1 | RESERVED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Labor Cost by Firm | | \$ 687,720.17 | \$ 45,466.28 | \$ 75,747.74 | \$ 78,596.87 | \$ 15,205.37 | \$ 69,043.45 | \$ 84,276.94 | \$ 54,358.82 | \$ 19,950.29 | \$ 1,130,365.93 |
| Reimbursable Costs by Firm | | \$ 655.00 | \$ 6,000.00 | \$ 6,117.90 | \$ 587.20 | \$ 6,128.80 | \$ 26,256.36 | \$ - | \$ 16,345.00 | \$ 2,180.00 | \$ 64,270.26 |
| Total budget without reserve | | \$ 688,375.17 | \$ 51,466.28 | \$ 81,865.64 | \$ 79,184.07 | \$ 21,334.17 | \$ 95,299.81 | \$ 84,276.94 | \$ 70,703.82 | \$ 22,130.29 | \$ 1,194,636.19 |
| Management Reserve | | | | | | | | | | | \$ 112,370.40 |
| Project Budget with Reserve | | | | | | | | | | | \$ 1,307,006.59 |

KPFF Excluding Survey Work Only

Fee Proposal
Port Orchard SR166 Reconstruction
KPFF Consulting Engineers (Prime)
10/12/2023

151.53% Overhead Rate
31.85% Profit

| Description/Title | | Notes | Quality Manager | PM | Lead Civil | Stormwater Lead | Design Engineer II | Senior Engineer II (Utility) | Principal | Design Engineer I | Shoreline Permitting Lead | Shoreline Permitting Support | CAD Drafter | Project Coordinator | Total Hours | Total Direct Salary Cost | OH (1.5153) | Total DSC+OH per Task | Total Fee per Task | Total per Task | | | | | | | | | | |
|-------------------------------|---|----------|-----------------|---------------|--------------|--------------------|--------------------|------------------------------|------------------|-------------------|---------------------------|------------------------------|-------------|---------------------|-------------|--------------------------|---------------|-----------------------|--------------------|----------------|--------------|--------------|--------------|-------------|-------------|--------------|--------------|---------------|-------------|--|
| Employee | | | Pat Sloan | John McMillan | Corey Jurack | Christine Hawatneh | Valerie Riccio | Brian Barnsby | Jennifer Clapham | Dawn Li | Kristen Kissenger | Barnabas Hong | Michael Vu | Carinna Lee | | | | | | | | | | | | | | | | |
| Task 1 | Project Management | | | | | | | | | | | | | | 434 | \$ 24,391.98 | \$ 36,961.17 | \$ 61,353.15 | \$ 7,768.85 | \$ 69,121.99 | | | | | | | | | | |
| 1.1 | Contract Admin | | 12.00 | 52.00 | | | | | | | | | | | 164 | \$ 8,466.36 | \$ 12,829.08 | \$ 21,295.44 | \$ 2,696.54 | \$ 23,991.97 | | | | | | | | | | |
| 1.2 | Project Management Plan | | 4.00 | 20.00 | | | | | | | | | | | 44 | \$ 2,590.12 | \$ 3,924.81 | \$ 6,514.93 | \$ 824.95 | \$ 7,339.88 | | | | | | | | | | |
| 1.3 | Subcontractant Management | | | 20.00 | | | | | | | | | | | 40.00 | \$ 2,941.60 | \$ 4,457.41 | \$ 7,399.01 | \$ 936.90 | \$ 8,335.91 | | | | | | | | | | |
| 1.4 | Coordination Meetings | | | 46.00 | 54.00 | | | | | | | | | | 66.00 | \$ 10,393.90 | \$ 15,749.88 | \$ 26,143.78 | \$ 3,310.46 | \$ 29,454.23 | | | | | | | | | | |
| Task 2 | Data Collection | | | | | | | | | | | | | | 48 | \$ 2,590.48 | \$ 3,925.35 | \$ 6,515.83 | \$ 825.07 | \$ 7,340.90 | | | | | | | | | | |
| 2.1 | Data Collection | | | | 8.00 | 8.00 | 8.00 | 16.00 | | 8.00 | | | | | 48 | \$ 2,590.48 | \$ 3,925.35 | \$ 6,515.83 | \$ 825.07 | \$ 7,340.90 | | | | | | | | | | |
| 2.2 | Survey | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 3 | Community Outreach | | | | | | | | | | | | | | 54 | \$ 3,594.36 | \$ 5,446.53 | \$ 9,040.89 | \$ 1,144.80 | \$ 10,185.70 | | | | | | | | | | |
| 3.1 | Public Outreach Engagement Plan | | | 6.00 | | | | | 6.00 | | | | | | 12 | \$ 913.92 | \$ 1,384.86 | \$ 2,298.78 | \$ 291.08 | \$ 2,589.87 | | | | | | | | | | |
| 3.2 | Project Steering Committee | | | 10.00 | | | 10.00 | | 6.00 | | | | | 8.00 | 34 | \$ 2,038.84 | \$ 3,089.45 | \$ 5,128.29 | \$ 649.37 | \$ 5,777.66 | | | | | | | | | | |
| 3.3 | Virtual Engagement | | | 8.00 | | | | | | | | | | | 8 | \$ 641.60 | \$ 972.22 | \$ 1,613.82 | \$ 204.35 | \$ 1,818.17 | | | | | | | | | | |
| 3.4 | Project Advertising and Public Engagement | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 4 | PS&E Design | | | | | | | | | | | | | | 2861 | \$ 150,383.88 | \$ 227,876.69 | \$ 378,260.56 | \$ 47,897.26 | \$ 426,157.82 | | | | | | | | | | |
| 4.1 | Basis of Design | | 4.00 | | 16.00 | 4.00 | 4.00 | | 4.00 | | | | | | 32 | \$ 2,365.08 | \$ 3,583.61 | \$ 5,948.69 | \$ 753.28 | \$ 6,702.16 | | | | | | | | | | |
| 4.2 | 30% Concept Design | | | | 86.50 | 95.00 | 187.50 | | 40.00 | 150.00 | | | | | 714 | \$ 37,362.88 | \$ 56,615.88 | \$ 93,978.36 | \$ 11,900.02 | \$ 105,878.38 | | | | | | | | | | |
| 4.3 | SR 116 PS&E | | | | 255.00 | 290.00 | 450.00 | | | 400.00 | | | | | 1745 | \$ 90,586.45 | \$ 137,265.65 | \$ 227,852.10 | \$ 28,851.78 | \$ 256,703.88 | | | | | | | | | | |
| 4.4 | Quality Management | | | 60.00 | | | | | | | | | | | 80 | \$ 5,428.80 | \$ 8,225.96 | \$ 13,654.56 | \$ 1,729.01 | \$ 15,383.57 | | | | | | | | | | |
| 4.5 | Stormwater Report | | | | 40.00 | 80.00 | | | | 80.00 | | | | | 40.00 | \$ 12,821.44 | \$ 19,428.33 | \$ 32,249.77 | \$ 4,083.63 | \$ 36,333.40 | | | | | | | | | | |
| 4.6 | Bid Support Services | | | | 10.00 | | | 4.00 | | 5.00 | | | | | 34 | \$ 1,819.62 | \$ 2,757.27 | \$ 4,576.89 | \$ 579.55 | \$ 5,156.44 | | | | | | | | | | |
| Task 5 | Early Utility Relocation PS&E | | | | | | | | | | | | | | 508 | \$ 28,859.28 | \$ 43,730.47 | \$ 72,589.75 | \$ 9,191.68 | \$ 81,781.43 | | | | | | | | | | |
| 5.1 | Utility Basis of Design | | 4.00 | | 8.00 | | | 8.00 | 4.00 | | | | | | 24 | \$ 1,655.24 | \$ 2,508.19 | \$ 4,163.43 | \$ 527.19 | \$ 4,690.62 | | | | | | | | | | |
| 5.2 | Utility Relocation Coordination | | | | 8.00 | | | 60.00 | 8.00 | | | | | | 76 | \$ 4,116.88 | \$ 6,230.01 | \$ 10,346.89 | \$ 1,311.16 | \$ 11,658.05 | | | | | | | | | | |
| 5.3 | Utility Concept Design | | | | 40.00 | | | 40.00 | 8.00 | | | | | | 88 | \$ 5,524.16 | \$ 8,325.35 | \$ 14,849.51 | \$ 1,854.99 | \$ 16,504.50 | | | | | | | | | | |
| 5.4 | Early Utility Relocation PS&E | | | | | | | 240.00 | 80.00 | | | | | | 320 | \$ 17,263.20 | \$ 26,158.93 | \$ 43,422.13 | \$ 5,498.33 | \$ 48,920.46 | | | | | | | | | | |
| Task 6 | Early Utility Relocation Environmental Services | | | | | | | | | | | | | | 153 | \$ 7,565.62 | \$ 11,464.18 | \$ 19,029.80 | \$ 2,409.65 | \$ 21,439.45 | | | | | | | | | | |
| 6.1 | Cultural Resource Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 6.2 | SEPA Documents | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 6.3 | Permitting Support | | | | | | | 100.00 | 24.00 | | | 29.00 | | | 153 | \$ 7,565.62 | \$ 11,464.18 | \$ 19,029.80 | \$ 2,409.65 | \$ 21,439.45 | | | | | | | | | | |
| Task 7 | Environmental Services | | | | | | | | | | | | | | 161 | \$ 8,142.82 | \$ 12,338.51 | \$ 20,481.13 | \$ 2,593.42 | \$ 23,074.56 | | | | | | | | | | |
| 7.1 | Cultural Resource Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 7.2 | NEPA Documents | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 7.3 | Permitting Support | | | | | | | 80.00 | 16.00 | | 20.00 | 45.00 | | | 161 | \$ 8,142.82 | \$ 12,338.51 | \$ 20,481.13 | \$ 2,593.42 | \$ 23,074.56 | | | | | | | | | | |
| Task 8 | Geotechnical Evaluation Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 8.1 | Geotechnical Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 8.2 | Hazardous Materials Review | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 9 | Traffic and Illumination | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 9.1 | Traffic Analysis | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 9.2 | Illumination Evaluation and Coordination | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 9.3 | Illumination PS&E | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 10 | WSDOT Coordination | | | | | | | | | | | | | | 244 | \$ 12,067.92 | \$ 18,286.52 | \$ 30,354.44 | \$ 3,843.63 | \$ 34,198.07 | | | | | | | | | | |
| 10.1 | WSDOT Coordination | | | 8.00 | 8.00 | | | | 8.00 | | | | | | 24 | \$ 1,884.88 | \$ 2,856.16 | \$ 4,741.04 | \$ 600.33 | \$ 5,341.37 | | | | | | | | | | |
| 10.2 | WSDOT Chen Plan for Approval | | | 4.00 | 16.00 | | 40.00 | | | 80.00 | | | 80.00 | | 220 | \$ 10,183.04 | \$ 15,430.36 | \$ 25,613.40 | \$ 3,243.30 | \$ 28,856.70 | | | | | | | | | | |
| Task 11 | Landscape Architecture | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 11.1 | Landscape Design | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 11.2 | Urban Design | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 12 | Real Estate Services | | | | | | | | | | | | | | 102 | \$ 5,088.66 | \$ 7,710.85 | \$ 12,799.51 | \$ 1,620.74 | \$ 14,420.24 | | | | | | | | | | |
| 12.1 | Preliminary ROW Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 12.2 | Temporary Construction Easements | | 2.00 | | 20.00 | | | | | 20.00 | | | 60.00 | | 102 | \$ 5,088.66 | \$ 7,710.85 | \$ 12,799.51 | \$ 1,620.74 | \$ 14,420.24 | | | | | | | | | | |
| 12.3 | Acquisition Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Task 13 | Construction Management | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| 13.1 | RESERVED | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | |
| Total Hours per person | | | | | | | | | | | | | | | 4,412.00 | \$ 235,119.18 | \$ 356,276.09 | \$ 591,395.26 | \$ 74,885.46 | \$ 687,720.17 | | | | | | | | | | |
| Current Hourly Rates | | | | | | | | | | | | | | | | \$ 79.33 | \$ 80.20 | \$ 63.29 | \$ 53.00 | \$ 53.66 | \$ 47.89 | \$ 22.12 | \$ 38.08 | \$ 76.74 | \$ 36.06 | \$ 41.71 | \$ 33.44 | Sub-Totals | \$ 4,565.00 | |
| Direct Salary Cost (DSC) | | | | | | | | | | | | | | | | \$ 6,822.38 | \$ 13,964.80 | \$ 47,433.66 | \$ 25,281.00 | \$ 37,749.81 | \$ 26,052.16 | \$ 14,712.48 | \$ 28,407.68 | \$ 1,534.80 | \$ 2,668.44 | \$ 28,905.03 | \$ 9,162.56 | \$ 242,684.80 | | |
| Overhead Cost (1.5153 of DSC) | | | | | | | | | | | | | | | 151.83% | \$ 10,337.95 | \$ 21,145.71 | \$ 71,876.22 | \$ 38,308.30 | \$ 57,202.29 | \$ 39,476.84 | \$ 22,293.82 | \$ 43,046.16 | \$ 2,325.68 | \$ 4,043.49 | \$ 43,799.79 | \$ 13,884.03 | \$ 367,740.27 | | |
| DSC+OH | | | | | | | | | | | | | | | | \$ 17,160.33 | \$ 35,110.51 | \$ 119,309.87 | \$ 63,589.30 | \$ 94,952.10 | \$ 65,529.00 | \$ 37,006.30 | \$ 71,453.84 | \$ 3,860.48 | \$ 6,711.93 | \$ 72,704.82 | \$ 23,046.59 | \$ 610,425.06 | | |
| Fees (0.3185 of DSC) | | | | | | | | | | | | | | | 31.85% | \$ 2,122.63 | \$ 4,444.60 | \$ 15,107.62 | \$ 8,052.00 | \$ 12,023.31 | \$ 9,297.61 | \$ 4,685.92 | \$ 9,047.85 | \$ 489.83 | \$ 849.90 | \$ 9,206.25 | \$ 2,919.28 | \$ 77,295.11 | | |
| Fully Burdened Rate | | | | | | | | | | | | | | | | \$ 19,333.26 | \$ 39,545.11 | \$ 134,417.49 | \$ 71,641.30 | \$ 106,975.41 | \$ 73,826.61 | \$ 41,692.23 | \$ 80,501.68 | \$ 4,349.32 | \$ 7,561.83 | \$ 81,911.07 | \$ 25,964.86 | \$ 687,720.17 | | |
| Sub-Total Burdened Labor Cost | | | | | | | | | | | | | | | | \$ 19,333.26 | \$ 39,545.11 | \$ 134,417.49 | \$ 71,641.30 | \$ 106,975.41 | \$ 73,826.61 | \$ 41,692.23 | \$ 80,501.68 | \$ 4,349.32 | \$ 7,561.83 | \$ 81,911.07 | \$ 25,964.86 | \$ 687,720.17 | | |
| REIMBURSABLES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Sub-Total | |
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Page 168 of 199

| Description/Title | | Notes | Principal Survey | Associate Survey | Senior Project Surveyor | Project Surveyor | CAD Drafter | Crew Chief | Instrument Person | | | | | | | | | | | | Total Hours | Total Direct Salary Cost | OH (1.5153) | Total DSC+OH per Task | Total Fee per Task | Total per Task |
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| Employee | | | Jerame Chapman | Scott Card | Tom Swift | Travis Rolbecki | Clarence Almendinger | Brad Harmanson | Dillon Lindsey | | | | | | | | | | | | | | | | | |
| Task 1 | Project Management | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1.1 | Contract Admin | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1.2 | Project | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1.3 | Subconsultant Management | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 1.4 | Coordination Meetings | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Task 2 | Data Collection | | | | | | | | | | | | | | | | | | | | 396 | \$ 16,044.28 | \$ 24,311.90 | \$ 40,356.18 | \$ 5,110.10 | \$ 45,466.28 |
| 2.1 | Data Collection | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.2 | Survey | | 20.00 | 24.00 | 56.00 | | 88.00 | | 104.00 | | 104.00 | | | | | | | | | | 396 | \$ 16,044.28 | \$ 24,311.90 | \$ 40,356.18 | \$ 5,110.10 | \$ 45,466.28 |
| Task 3 | Community Outreach | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3.1 | Public Outreach Engagement Plan | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3.2 | City Council Presentation Materials | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3.3 | Virtual Engagement | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3.4 | Project Outreach Graphics | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Task 4 | PS&E Design | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.1 | Basic of Design | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.2 | Concept Design | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.3 | SRI 116 PS&E | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.4 | Quality Management | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.5 | Stormwater Report | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4.6 | Bid Support Services | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Task 5 | Early Utility Relocation PS&E | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5.1 | Utility Basis of Design | | | | | | | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5.2 | | | | | | | | | | | | | | | | | | | | | | | | | | |

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Agreement Number:

Fee Proposal
Port Orchard SR166 Reconstruction
Concord
10/12/2023

| 10/12/2023 | | | 116.19% Overhead Rate 30.00% Profit | | | | | | | | | | | | | | | | | |
|-------------------------------|---|----------|--|-----------------|--------------------|--------------------|---------------------|-------|-------|-------|-------|-------|-------------|--------------------------|--------------|-----------------------|--------------------|----------------|--|--|
| Description/Title | | Notes | Principal - QC | Senior Engineer | Associate Engineer | Assistant Engineer | Project Coordinator | Title | Title | Title | Title | Title | Total Hours | Total Direct Salary Cost | OH (1.1619) | Total DSC+OH per Task | Total Fee per Task | Total per Task | | |
| Employee | | | Xiaoping Zhang | Syed Rahman | Wei Ding | Florence Chung | Jody Guillatt | Staff | Staff | Staff | Staff | Staff | | | | | | | | |
| Task 1 | Project Management | | | | | | | | | | | | 47 | \$ 2,928.00 | \$ 3,402.04 | \$ 6,330.04 | \$ 878.40 | \$ 7,208.44 | | |
| 1.1 | Contract Admin | | | 12.00 | | | 24.00 | | | | | | 36 | \$ 1,980.00 | \$ 2,300.56 | \$ 4,280.56 | \$ 594.00 | \$ 4,874.56 | | |
| 1.2 | Project Management Plan | | | 4.00 | | 1.00 | | | | | | | 5 | \$ 408.00 | \$ 474.06 | \$ 882.06 | \$ 122.40 | \$ 1,004.46 | | |
| 1.3 | Subconsultant Management | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 1.4 | Coordination Meetings | | | 6.00 | | | | | | | | | 6 | \$ 540.00 | \$ 627.43 | \$ 1,167.43 | \$ 162.00 | \$ 1,329.43 | | |
| Task 2 | Data Collection | | | | | | | | | | | | 16 | \$ 1,296.00 | \$ 1,505.82 | \$ 2,801.82 | \$ 388.80 | \$ 3,190.62 | | |
| 2.1 | Data Collection | | | 8.00 | 8.00 | | | | | | | | 16 | \$ 1,296.00 | \$ 1,505.82 | \$ 2,801.82 | \$ 388.80 | \$ 3,190.62 | | |
| 2.2 | Survey | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 3 | Community Outreach | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3.1 | Public Outreach Engagement Plan | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3.2 | Project Steering Committee | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3.3 | Virtual Engagement | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3.4 | Project Advertising and Public Engagement | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 4 | PS&E Design | | | | | | | | | | | | 20 | \$ 1,584.00 | \$ 1,840.45 | \$ 3,424.45 | \$ 475.20 | \$ 3,899.65 | | |
| 4.1 | Basis of Design | | | 4.00 | 8.00 | | | | | | | | 12 | \$ 936.00 | \$ 1,087.54 | \$ 2,023.54 | \$ 280.80 | \$ 2,304.34 | | |
| 4.2 | 30% Concept Design | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 4.3 | SR 116 PS&E | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 4.4 | Quality Management | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 4.5 | Stormwater Report | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 4.6 | Bid Support Services | | | 4.00 | 4.00 | | | | | | | | 8 | \$ 648.00 | \$ 752.91 | \$ 1,400.91 | \$ 194.40 | \$ 1,595.31 | | |
| Task 5 | Early Utility Relocation PS&E | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 5.1 | Utility Basis of Design | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 5.2 | Utility Relocation Coordination | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 5.3 | Utility Concept Design | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 5.4 | Early Utility Relocation PS&E | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 6 | Early Utility Relocation Environmental Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.1 | Cultural Resource Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.2 | SEPA Documents | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.3 | Permitting Support | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 6 | Environmental Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.1 | Cultural Resource Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.2 | NEPA Documents | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6.3 | Permitting Support | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 7 | Geotechnical Evaluation Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 7.1 | Geotechnical Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 7.2 | Hazardous Materials Review | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 8 | Traffic and Illumination | | | | | | | | | | | | 356 | \$ 24,960.00 | \$ 29,001.02 | \$ 53,961.02 | \$ 7,488.00 | \$ 61,449.02 | | |
| 8.1 | Traffic Analysis | 2.00 | 8.00 | 8.00 | 4.00 | | | | | | | | 22 | \$ 1,692.00 | \$ 1,965.93 | \$ 3,657.93 | \$ 507.60 | \$ 4,165.53 | | |
| 8.2 | Illumination Evaluation and Coordination | 8.00 | 24.00 | 40.00 | 48.00 | | | | | | | | 120 | \$ 8,160.00 | \$ 9,481.10 | \$ 17,641.10 | \$ 2,448.00 | \$ 20,089.10 | | |
| 8.3 | Illumination PS&E | 24.00 | 50.00 | 60.00 | 80.00 | | | | | | | | 214 | \$ 15,108.00 | \$ 17,553.99 | \$ 32,661.99 | \$ 4,532.40 | \$ 37,194.39 | | |
| Task 9 | WSDOT Coordination | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 9.1 | WSDOT Coordination | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 9.2 | WSDOT Chan Plan for Approval | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 10 | Landscape Architecture | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 10.1 | Landscape Design | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 10.2 | Urban Design | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 11 | Real Estate Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 11.1 | Preliminary ROW Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 11.2 | Temporary Construction Easements | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 11.3 | Acquisition Services | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Task 12 | Construction Management | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 12.1 | RESERVED | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Total Hours per person | | | 34 | 120 | 128 | 133 | 24 | 0 | 0 | 0 | 0 | 0 | 439.00 | 30768 | 35749 | 66517 | 9230 | 151495 | | |
| Current Hourly Rates | | | \$ 102.00 | \$ 90.00 | \$ 72.00 | \$ 48.00 | \$ 37.50 | | | | | | | Sub-Total | | | | | | |
| Direct Salary Cost (DSC) | | | \$ 3,468.00 | \$ 10,800.00 | \$ 9,216.00 | \$ 6,384.00 | \$ 900.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30,768.00 | | |
| Overhead Cost (1.1619 of DSC) | | | \$ 4,029.47 | \$ 12,548.52 | \$ 10,708.07 | \$ 7,417.57 | \$ 1,045.71 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 35,749.34 | | |
| DSC+OH | | | \$ 7,497.47 | \$ 23,348.52 | \$ 19,924.07 | \$ 13,801.57 | \$ 1,945.71 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 66,517.34 | | |
| Fee (0.3 of DSC) | | | \$ 1,040.40 | \$ 3,240.00 | \$ 2,764.80 | \$ 1,915.20 | \$ 270.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,230.40 | | |
| Fully Burdened Rate | | | \$ 8,537.87 | \$ 26,588.52 | \$ 22,688.87 | \$ 15,716.77 | \$ 2,215.71 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 75,747.74 | | |
| Sub-Total Burdened Labor Cost | | | \$ 8,537.87 | \$ 26,588.52 | \$ 22,688.87 | \$ 15,716.77 | \$ 2,215.71 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 75,747.74 | | |
| REIMBURSABLES | | | | | | | | | | | | | Sub-Total | | | | | | | |
| | Item | Quantity | Unit | Unit Cost | | | | | | | | | | | | | | | | |
| | Mileage | 180 | ML | \$ 0.66 | | | | | | | | | | | \$ 117.90 | | | | | |
| | Data Collection | 1 | LS | \$ 6,000.00 | | | | | | | | | | | \$ 6,000.00 | | | | | |
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| | | | 150.07% Overhead Rate 28.00% Profit | | | | | | | | | | | | | | | | | | | | |
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| Description/Title | | | Notes | Principal VII | Geotechnical Engineer VII | Geotechnical Engineer VII | Contracts | Geotechnical Engineer IV | Geologist VI | Geologist III | Geologist II | CAD | Administrative Support | Total Hours | Total Direct Salary Cost | OH (1.9007) | Total DSC+OH per Task | Total Fee per Task | Total per Task | | | | |
| Employee | | | | Annie Sugar | Donald Huling | Sandy Brodski | Vasily | Brett O'Brien | Nicole Kapcia | Chris Bourgeois | Mary Alice Benson | Cathy Fry | Stephanie Murphy | | | | | | | | | | |
| Task 1 Project Management | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Contract Admin | | | | | | 18.00 | 30.00 | | | | | 2.00 | 56 | \$ 3,026.00 | \$ 5,789.62 | \$ 8,774.62 | \$ 847.00 | \$ 9,621.62 | | | | |
| 1.2 | Project Management Plan | | | | | | | | | | | | | 40 | \$ 2,831.00 | \$ 5,393.74 | \$ 7,631.74 | \$ 736.68 | \$ 8,368.42 | | | | |
| 1.3 | Subcontractor Management | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 1.4 | Coordination Meetings | | | | | 2.00 | | 4.00 | | | | | | 0 | \$ 394.00 | \$ 748.88 | \$ 1,142.88 | \$ 110.32 | \$ 1,253.20 | | | | |
| Task 2 Data Collection | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 2.1 | Data Collection | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 2.2 | Survey | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 3 Community Outreach | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 3.1 | Public Outreach Engagement Plan | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 3.2 | Project Steering Committee | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 3.3 | Virtual Engagement | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 3.4 | Project Advertising and Public Engagement | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 4 PS&E Design | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.1 | Review of Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.2 | 50% Concept Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.3 | SR 118 PS&E | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.4 | Quality Management | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.5 | Stormwater Report | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 4.6 | Bid Support Services | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 5 Early Utility Relocation PS&E | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 5.1 | Utility Basis of Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 5.2 | Utility Relocation Coordinator | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 5.3 | Utility Concept Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 5.4 | Early Utility Relocation PS&E | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 6 Early Utility Relocation Environmental Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.1 | Cultural Resource Services | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.2 | SEPA Documents | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.3 | Permitting Support | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 6 Environmental Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.1 | Cultural Resource Services | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.2 | SEPA Documents | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 6.3 | Permitting Support | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 7 Geotechnical Evaluation Services | | | | | | | | | | | | | | 346 | \$ 16,682.00 | \$ 36,500.88 | \$ 54,190.88 | \$ 5,200.96 | \$ 59,429.84 | | | | |
| 7.1 | Geotechnical Services | | 9.00 | | | 47.00 | | 97.00 | 35.00 | 20.00 | 73.00 | 8.00 | 2.00 | 261 | \$ 15,886.00 | \$ 34,154.61 | \$ 48,119.61 | \$ 4,462.20 | \$ 52,481.81 | | | | |
| 7.2 | Geotechnical Materials Services | | 4.00 | | | | | 42.00 | | | | 0.00 | | 55 | \$ 2,797.00 | \$ 6,346.27 | \$ 8,177.27 | \$ 788.76 | \$ 8,966.03 | | | | |
| Task 8 Traffic and Illumination | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 8.1 | Traffic Analysis | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 8.2 | Illumination Evaluation and Coordination | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 8.3 | Illumination PS&E | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 9 WSDOT Coordination | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 9.1 | WSDOT Coordinator | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 9.2 | WSDOT Open Plan for Approval | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 10 Landscape Architecture | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 10.1 | Landscape Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 10.2 | Urban Design | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 11 Real Estate Services | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 12.1 | Preliminary ROW Service | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 12.2 | Temporary Construction Easement | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 12.3 | Acquisition Service | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 12 Construction Management | | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| 12.1 | RESERVED | | | | | | | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Total Hours per person | | | | 13 | 8 | 48 | 18 | 131 | 85 | 28 | 73 | 14 | 4 | 488.00 | 21707 | 41258 | 62665 | 6878 | 138887 | | | | |
| Current Hourly Rates | | | | \$ 83.00 | \$ 87.50 | \$ 88.00 | \$ 42.00 | \$ 58.50 | \$ 50.00 | \$ 88.00 | \$ 37.50 | \$ 32.50 | \$ 33.00 | Sub-Total | | | | | | | | | |
| Direct Salary Cost (DSC) | | | | \$ 1,208.00 | \$ - | \$ 3,520.00 | \$ 810.00 | \$ 7,663.50 | \$ 4,000.00 | \$ 780.00 | \$ 2,737.50 | \$ 455.00 | \$ 132.00 | \$ 21,707.00 | | | | | | | | | |
| Overhead Cost (1.9007 of DSC) | | | 150.07% | \$ 2,237.95 | \$ - | \$ 7,482.74 | \$ 13,837.57 | \$ 14,560.01 | \$ 7,602.80 | \$ 4,482.59 | \$ 2,603.17 | \$ 694.64 | \$ 25,881.00 | \$ 41,258.00 | | | | | | | | | |
| DSC+OH | | | | \$ 3,506.95 | \$ - | \$ 11,370.74 | \$ 23,482.57 | \$ 22,220.51 | \$ 11,882.80 | \$ 7,260.09 | \$ 1,318.82 | \$ 386.64 | \$ 47,588.00 | \$ 82,965.00 | | | | | | | | | |
| Fee (0.28 of DSC) | | | 28% | \$ 986.52 | \$ - | \$ 1,087.80 | \$ 2,440.50 | \$ 2,143.76 | \$ 1,120.00 | \$ 2,148.40 | \$ 367.49 | \$ 104.56 | \$ 1,049.80 | \$ 16,977.96 | | | | | | | | | |
| Fully Burdened Rate | | | | \$ 3,845.47 | \$ - | \$ 12,488.54 | \$ 25,923.07 | \$ 24,364.27 | \$ 12,992.80 | \$ 8,408.59 | \$ 1,686.31 | \$ 491.20 | \$ 491.80 | \$ 99,943.45 | | | | | | | | | |
| Sub-Total Burdened Labor Cost | | | | \$ 3,845.47 | \$ - | \$ 12,488.54 | \$ 25,923.07 | \$ 24,364.27 | \$ 12,992.80 | \$ 8,408.59 | \$ 1,686.31 | \$ 491.20 | \$ 491.80 | \$ 99,943.45 | | | | | | | | | |
| REIMBURSABLES | | | | | | | | | | | | | | | | | | | | | | | |
| Item | | | Quantity | Unit | Unit Cost | | | | | | | | | | | | | | | Sub-Total | | | |
| Message | | | 1312 | Min | \$ 0.06 | | | | | | | | | | | | | | | \$ 809.36 | | | |
| Ferry Tolls | | | 12 | per crossing | \$ 21.50 | | | | | | | | | | | | | | | \$ 258.00 | | | |
| Laborers | | | 1 | hour | \$ 200.00 | | | | | | | | | | | | | | | \$ 200.00 | | | |
| Per Diem | | | 2 | day | \$ 60.00 | | | | | | | | | | | | | | | \$ 120.00 | | | |
| Geotechnical Laboratory Testing | | | 1 | per schedule | \$ 4,659.00 | | | | | | | | | | | | | | | \$ 4,659.00 | | | |
| Geoenvironmental Laboratory Testing | | | 6 | per sample | \$ 425.00 | | | | | | | | | | | | | | | \$ 2,550.00 | | | |
| GPS Unit | | | 3 | per day | \$ 60.00 | | | | | | | | | | | | | | | \$ 180.00 | | | |
| Water level Indicator | | | 5 | per day | \$ 30.00 | | | | | | | | | | | | | | | \$ 150.00 | | | |
| Drillloger | | | 1 | each | \$ 600.00 | | | | | | | | | | | | | | | \$ 600.00 | | | |
| Photogrammetry Detector | | | 2 | per day | \$ 125.00 | | | | | | | | | | | | | | | \$ 250.00 | | | |
| Pneumatic Pump | | | 1 | per day | \$ 60.00 | | | | | | | | | | | | | | | \$ 60.00 | | | |
| Daily Environmental Field Supplies | | | 3 | per day | \$ 50.00 | | | | | | | | | | | | | | | \$ 150.00 | | | |
| Investigation Derived Waste Disposal | | | 1 | per drum | \$ 185.00 | | | | | | | | | | | | | | | \$ 185.00 | | | |
| Investigation Derived Waste Equipment Fees | | | 1 | per trip | \$ 1,750.00 | | | | | | | | | | | | | | | \$ 1,750.00 | | | |
| Drillers | | | 1 | each | \$ 12,500.00 | | | | | | | | | | | | | | | \$ 12,500.00 | | | |
| Private Utility Locates | | | 1 | each | \$ 750.00 | | | | | | | | | | | | | | | \$ 750.00 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | | | | | | \$ 26,256.34 | | | |
| 1,9007 Total Project Costs | | | | | | | | | | | | | | | | | | | | \$ 95,300 | | | |

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Stephenson

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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR 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 CFR 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 47123), 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.F.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).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

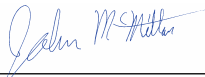
Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

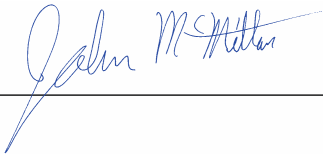
Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____. **

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature 

Title _____

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



Agenda Staff Report

| | | | |
|------------------|--|-------------------|-------------------------------------|
| Agenda Item No.: | Business Item 7D | Meeting Date: | November 28, 2023 |
| Subject: | Adoption of a Resolution Adopting the City of Port Orchard 2023 Stormwater and Watersheds Comprehensive Plan | Prepared by: | Denis Ryan Public Works Director |
| | | Atty Routing No: | N/A |
| | | Atty Review Date: | N/A |

Summary: The City of Port Orchard first established a storm drainage utility in 2008. In 2021 following a competitively-bid selection process Herrera Environmental Consultants was retained to assist in the development of the City of Port Orchard Stormwater and Watersheds Comprehensive Plan (the “Plan”). Over the past two years Port Orchard and Herrera, Inc. have been in the process of preparing the “Plan”. This is the first ever Stormwater and Watersheds Comprehensive Plan for the City of Port Orchard and will set applicable stormwater and watershed standards, capital projects, and levels of service for stormwater and watersheds in the City. The “Plan” is designed to address the evolving needs of the City in managing stormwater and protecting watersheds. the “Plan” introduces a three-tiered approach to service levels, highlighting the key components of each level to guide decision-making and resource allocation. On February 2, 2023 the SEPA Responsible Official issued a DNS for adoption of the Stormwater and Watersheds Comprehensive Plan and no appeals were issued. On February 2, 2023 the Stormwater and Watersheds Comprehensive Plan was submitted to the Department of Commerce for review, however, Commerce indicated review was not required for this Plan. The City Council reviewed and discussed the Stormwater and Watersheds Comprehensive Plan on September 12, 2023, and November 21, 2023. The City has studied the current and projected conditions, the current state and local regulations, and the projected growth for the City and has developed a comprehensive plan to meet the City’s stormwater and watershed needs through the year 2043.

Recommendation: Staff recommends that the City Council approve a Resolution adopting the City of Port Orchard Stormwater and Watersheds Comprehensive Plan.

Relationship to Comprehensive Plan: 7-Utilities

Motion for Consideration: I move to approve a Resolution adopting the City of Port Orchard Stormwater and Watersheds Comprehensive Plan.

Fiscal Impact: None

Alternatives: Do not approve and provide further guidance.

Attachments: City of Port Orchard Stormwater and Watersheds Comprehensive Plan. Available on line at: <https://storage.googleapis.com/proudcity/portorchardwa/uploads/2023/11/2023-Port-Orchard-Stormwater-and-Watersheds-Comprehensive-Plan.pdf>

RESOLUTION NO. * -23**

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING THE CITY OF PORT ORCHARD STORMWATER AND WATERSHEDS COMPREHENSIVE PLAN.

WHEREAS, Port Orchard first established a storm drainage utility in 2008; and

WHEREAS, over the past two years Port Orchard has been in the process of preparing its first Stormwater and Watershed Comprehensive Plan with Herrera Environmental Consultants, Inc.; and

WHEREAS, this is the first ever Stormwater and Watersheds Comprehensive Plan for the City of Port Orchard and will set applicable stormwater and watershed standards, capital projects, and levels of service for stormwater and watersheds in the City; and

WHEREAS, the Stormwater and Watersheds Comprehensive Plan is designed to address the evolving needs of the city in managing stormwater and protecting watersheds; and

WHEREAS, the plan introduces a three-tiered approach to service levels, highlighting the key components of each level to guide decision-making and resource allocation; and

WHEREAS, on February 2, 2023 the SEPA Responsible Official issued a DNS for adoption of the Stormwater and Watersheds Comprehensive Plan and no appeals were issued; and

WHEREAS, on February 2, 2023 the Stormwater and Watersheds Comprehensive Plan was submitted to the Department of Commerce for review, however, Commerce indicated review was not required for this Plan; and

WHEREAS, the City Council reviewed and discussed the Stormwater and Watersheds Comprehensive Plan on September 12, 2023, November 21, 2023, and November 28, 2023; and

WHEREAS, the City has studied the current and projected conditions, the current state and local regulations, and the projected growth for the City and has developed a comprehensive plan to meet the City's stormwater and watershed needs through the year 2043; **Now, Therefore,**

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

THAT: The above recitals are adopted as findings for this Resolution.

THAT: The attached 2023 Stormwater and Watersheds Comprehensive Plan is hereby adopted as the official Stormwater and Watersheds Comprehensive Plan for the City of Port Orchard.

THAT: This Resolution shall take effect and be in full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage this 28th day of November, 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.: | Business Item 7E | Meeting Date: | November 28, 2023 |
| Subject: | Adoption of a Resolution Accepting the Lodging Tax Advisory Committee's Recommendation for 2023 Funding Allocation | Prepared by: | Brandy Wallace, MMC City Clerk |
| | | Atty Routing No.: | N/A |
| | | Atty Review Date: | N/A |

Summary: On October 11, 2023, the Lodging Tax Advisory Committee heard presentations from applicants requesting funds for 2024. On October 27, 2023, the Committee deliberated and came to a consensus on the allocation.

The Committee discussed the following:

- Knowing the City has a healthy Lodging Tax fund balance, the Chair confirmed the fund balance and at the recommendation of the Mayor and Finance Director added an additional \$25,000 to the already budgeted \$100,000.
- There are significant concerns with the end product of marketing Port Orchard from Visit Kitsap with regards to the value being provided and their efforts over the past few years. In addition, the changeover in staff at the organization has raised concerns. The Committee felt the organization should take time to restructure, then reapply for funds.
- The committee felt it is important to recognize that contribution by attending events and/or shopping help with the economic component of bringing "heads to beds" and awarding funds to organizations that put on events is appropriate.
- The committee will reconvene in February 2024 to re-evaluate the current application and rating process to determine if there needs to be different questions asked.

The Committee is recommending the funding be distributed as follows:

| Organization | Funding Request Type | Amount Requesting | Amount Awarding |
|--|------------------------------------|-------------------|------------------|
| South Kitsap Chamber of Commerce | Visitor Center and Marketing | \$34,962 | \$27,450 |
| South Kitsap Chamber of Commerce | Cornhole & Ax Throwing | \$6,000 | \$5,490 |
| Port Orchard Bay Street Association | Tourism Marketing | \$12,337 | \$10,065 |
| Port Orchard Bay Street Association | Marketing and Operations of Events | \$36,233 | \$29,280 |
| Port Orchard Historic Theatre Foundation | Marketing and Operations of Events | \$5,000 | \$5,000 |
| Kitsap Mustang Club | Marketing and Operations of Events | \$3,000 | \$3,000 |
| Visit Kitsap Peninsula | Tourism Marketing | \$75,580 | \$0 |
| Saints Car Club | Marketing and Operations of Events | \$5,000 | \$5,000 |
| Sidney Museum and Arts Association | Tourism Marketing | \$5,000 | \$5,000 |
| Grays Harbor Historical Seaport | Marketing and Operations of Events | \$8,750 | \$5,000 |
| Fathoms O' Fun | Marketing and Operations of Events | \$32,500 | \$29,715 |
| Total | | \$224,362 | \$125,000 |

Recommendation: Staff recommends adoption of a resolution approving the lodging tax recommendations for 2024, as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution, adopting the Lodging Tax Advisory Committee's recommendation for the 2024 funding allocation, as presented.

Fiscal Impact: \$100,000 has been budgeted in the 2024 expenditure portion of the 2023/2024 Biennial Budget. A budget amendment may be needed for the additional \$25,000.

Alternatives: N/A

Attachments: Resolution and historical allocation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING
THE LODGING TAX ADVISORY COMMITTEE'S RECOMMENDATION FOR 2024
FUNDING ALLOCATION.**

WHEREAS, notice was published in the City's official newspaper, Kitsap Sun, on August 31, 2023 and September 14, 2023. Notices stated the City was accepting proposals for Hotel/Motel Lodging Tax funding applications for 2024; and

WHEREAS, proposals were due to the City Clerk no later than 4:00pm on September 25, 2023, in which 11 applications were received; and

WHEREAS, at the September 13, 2023, City Council meeting the Council adopted Resolution No. 092-23, confirming the Mayor's appointment to the Committee; and

WHEREAS, on October 11, 2023, the Lodging Tax Advisory Committee met with each of the applicants who presented their proposals of funding being requested; and

WHEREAS, on October 27, 2023, the committee reviewed the applications and came to a consensus on the recommended allocation for the Council to consider; and

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

THAT: The City Council accepts the Lodging Tax Advisory Committee's 2024 lodging tax recommendations as follows:

| Organization | Funding Request Type | Amount Requesting | Amount Awarding |
|--|------------------------------------|------------------------------|----------------------------|
| South Kitsap Chamber of Commerce | Visitor Center and Marketing | \$34,962 | \$27,450 |
| South Kitsap Chamber of Commerce | Cornhole & Ax Throwing | \$6,000 | \$5,490 |
| Port Orchard Bay Street Association | Tourism Marketing | \$12,337 | \$10,065 |
| Port Orchard Bay Street Association | Marketing and Operations of Events | \$36,233 | \$29,280 |
| Port Orchard Historic Theatre Foundation | Marketing and Operations of Events | \$5,000 | \$5,000 |
| Kitsap Mustang Club | Marketing and Operations of Events | \$3,000 | \$3,000 |
| Visit Kitsap Peninsula | Tourism Marketing | \$75,580 | \$0 |
| Saints Car Club | Marketing and Operations of Events | \$5,000 | \$5,000 |
| Sidney Museum and Arts Association | Tourism Marketing | \$5,000 | \$5,000 |
| Grays Harbor Historical Seaport | Marketing and Operations of Events | \$8,750 | \$5,000 |
| Fathoms O' Fun | Marketing and Operations of Events | \$32,500 | \$29,715 |
| Total | | \$224,362 | \$125,000 |

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 28th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

| Organization/Event | FY' 2024 Funds Requested | Funds Allocated | FY' 2023 Funds Requested | Funds Allocated | FY' 2022 Funds Requested | Funds Allocated | FY' 2021 Funds Requested | Funds Allocated | FY' 2020 Funds Requested | Funds Allocated | FY' 2019 Funds Requested | Funds Allocated |
|---|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|-----------------|
| Fathoms O 'Fun Festival-Events/Marketing | \$32,500 | | \$33,500 | \$33,500 | \$29,114 | \$25,096 | \$25,560 | \$25,560 | \$32,500 | \$21,000 | \$34,500 | \$21,532 |
| Kitsap Mustang Club | \$3,000 | | \$3,000 | \$3,000 | \$2,500 | \$2,500 | | | \$2,500 | \$2,500 | \$2,500 | \$2,500 |
| Port Orchard Historic Theatre Foundation | \$5,000 | | N/A | \$0 | \$2,500 | \$2,500 | | | | | | |
| POBSA-Marketing/Events | \$36,233 | | \$37,900 | \$25,000 | \$22,035 | \$19,079 | \$9,000 | \$9,000 | \$28,345 | \$15,000 | \$27,013 | \$15,380 |
| POBSA-Events - Tourism Marketing | \$12,337 | | \$8,960 | \$8,960 | \$10,700 | \$9,095 | \$12,450 | \$8,000 | \$10,700 | \$7,500 | \$10,925 | \$7,690 |
| Port Orchard Chamber of Commerce - Tourism Marketing, Visitor Center Operations, Seagull Calling Festival | N/A | | | | | | | | | | \$30,203 | \$22,010 |
| Port Orchard Chamber of Commerce-Explore Port Orchard Coalition - Tourism Marketing | \$34,962 | | \$21,100 | \$21,100 | \$15,800 | \$13,430 | \$10,000 | \$6,000 | \$12,500 | \$12,500 | | |
| Port Orchard Chamber of Commerce-Seagull Calling Festival/KC Cornhole Event | \$6,000 | | \$5,000 | \$5,000 | \$2,000 | \$2,000 | | | \$3,000 | \$3,000 | | |
| Port Orchard Chamber of Commerce-Visitor Center | N/A | | | | | | \$14,000 | \$10,000 | \$10,000 | \$10,000 | | |
| Saints Car Club (The Cruz) | \$5,000 | | \$5,000 | \$5,000 | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$3,000 | \$3,000 | \$2,400 | \$2,400 |
| Sidney Museum & Arts Association-Marketing | \$5,000 | | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$6,460 | \$5,000 | \$5,070 | \$5,070 |
| Sidney Museum & Arts Association-Hwy Sign | N/A | | | | | | | | | | | |
| Visit Kitsap-Tourism Marketing | \$75,580 | | \$27,000 | \$15,000 | \$18,000 | \$15,300 | \$24,000 | \$20,000 | \$18,000 | \$18,000 | \$24,000 | \$16,918 |
| Visit Kitsap-Ride the Tide Event and Passport Marketing | N/A | | N/A | N/A | \$2,500 | \$2,500 | \$12,000 | \$0 | | | | |
| Grays Harbor Historical Society Reserve | \$8,750 | | | | | | | | | | | |
| Grand Total of Requests | \$224,362 | \$0 | \$146,460 | \$121,560 | \$113,649 | \$100,000 | \$115,510 | \$87,060 | \$134,005 | \$100,000 | \$143,111 | \$100,000 |

FY' 2024 Budgeted Amount: \$100,000
FY' 2023 Budgeted Amount: \$100,000
FY' 2022 Projected Revenues: \$100,000
FY' 2021 Projected Revenues: \$100,000
FY' 2020 Projected Revenues: \$100,000
FY' 2019 Projected Revenues: \$100,000
FY's 2018 Remaining Revenues: \$91,000
FY'2017/2018 Projected Revenues: \$190,000 (2017 Allocations- \$101,000)

FY'2016 Projected Revenues: \$84,000
FY'2015 Projected Revenues: \$76,000
FY'2014 Projected Revenues: \$64,000
FY'2013 Projected Revenues: \$87,000
FY'2012 Projected Revenues: \$71,000
FY'2011 Projected Revenues: \$71,000
FY'2010 Projected Revenues: \$59,785

| FY' 2018 Funds Requested | Funds Allocated | FY' 2017 Funds Requested | Funds Allocated |
|--------------------------|-----------------|--------------------------|-----------------|
| \$30,000 | \$20,814 | \$24,000 | \$22,000 |
| \$1,500 | \$1,314 | | |
| | | | |
| \$24,533 | \$13,814 | \$17,100 | \$15,100 |
| \$10,533 | \$5,913 | \$0 | \$2,000 |
| | | | |
| | | | |
| \$18,995 | \$13,814 | \$24,515 | \$16,000 |
| \$3,200 | \$3,014 | \$2,000 | \$1,620 |
| \$8,463 | \$8,277 | \$11,432.61 | \$6,250 |
| \$2,300 | \$2,113 | \$1,850 | \$1,850 |
| \$5,070 | \$2,813 | \$7,080 | \$5,080 |
| | | | |
| \$12,000 | \$12,000 | \$12,000 | \$12,000 |
| | | | |
| | | | |
| | | | |
| \$124,594 | \$90,186 | \$156,409 | \$99,000 |



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 7F | Meeting Date: | November 28, 2023 |
| Subject: | Approval of a Purchase and Sale | Prepared by: | Brandy Wallace, MMC |
| | Agreement for Kitsap County Tax Parcel | | City Clerk |
| | No. 4650-015-006-0007 for Additional | Atty Routing No.: | N/A |
| | Staffing Needs | Atty Review Date: | N/A |

Summary: Due to the growth in City staffing, the City has made an offer to purchase an office building adjacent to our Department of Community Development building. Staff is asking the Council to approve a Purchase and Sale agreement for the purchase of Kitsap County Tax Parcel No. 4650-015-006-0007, 730 Prospect Street. Staff is performing environmental testing and an appraisal as part of our due diligence before the final purchase. Per the terms of the PSA the expected closing date is expected to be on or before January 5, 2024, but the closing date will likely be extended.

Recommendation: Staff recommends Council authorize the Mayor to execute the Purchase and Sale agreement and authorize the deposit of \$10,000 in earnest money.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor to execute the Purchase and Sale agreement and authorize the deposit of \$10,000 in earnest money.

Fiscal Impact: The Council approved \$1.950 million for the purchase during the 2023-2024 Mid-Biennial Review Budget Amendment.

Alternatives: N/A

Attachments: Purchase and Sale agreement to be provided by Attorney, as privileged.