



**CITY COUNCIL** 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 - Phone (360) 473-5280

**\*\*\* AMENDED \*\*\***

**WEDNESDAY, JULY 19, 2023**  
**CITY COUNCIL HYBRID MEETING AGENDA**

Most Council Members and staff will be participating in the meeting in-person, and the public is invited to attend. Or beginning at 5:30 PM, the public may participate remotely through one of the following options:

- To stream online only (via BKAT Feed, with no interaction possible):  
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
  - **Members of the public** are invited to join the Zoom Meeting by clicking on the link below:  
<https://us02web.zoom.us/j/89694813320?pwd=Z0JvSXNhSFp1c0xhL1NxUjRhN20xUT09>
  - Or One tap mobile:  
US: +12532050468,,89694813320#,,,,\*173061# or +12532158782,,89694813320#,,,,\*173061#
  - Or Telephone: Dial (for higher quality, dial a number based on your current location):  
US: +1 253 205 0468 or +1 253 215 8782 or +1 669 444 9171 or +1 669 900 6833
- Webinar ID: 896 9481 3320  
Passcode: 173061

Public questions or comments may be submitted ahead of time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)

1. **BRIEFING:** 5:00 – 5:30 P.M. in **COUNCIL CONFERENCE ROOM 603**
  - A. Review of Agenda
  - B. General Council Business (Only as necessary...)
2. **CALL TO ORDER:** 5:30 P.M. in **FIRST FLOOR CHAMBERS**
3. **MAYOR'S REPORT**
4. **CONSENT AGENDA**
  - [A.](#) Claims & Check Register
  - [B.](#) Minutes of Meeting – July 5, 2023
  - [C.](#) Minutes of Study Session – July 12, 2023
  - [D.](#) Professional Services Agreement with Mason, Bruce & Girard for Utility Land Comprehensive Plan Update
  - [E.](#) Ordinance No. [5480](#) to amend BMC Chapter 5.36 entitled “Special Events”
  - [F.](#) Agreement with Capital Heating & Cooling, Inc. for the Bremerton Library Building HVAC Systems Project
  - [G.](#) Professional Services Agreement with Kennedy Jenks for 2023 Wastewater Comprehensive Plan Update
  - [H.](#) Confirm Appointment of Ashley Walchok to the Lodging Tax Advisory Committee
5. **PUBLIC RECOGNITION** – *This is an opportunity for attendees to address the Council on any City-related item that is not already listed on the Agenda. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized. Then, state your name for the record, and limit your comments to under 3-minutes...*

**Continued on next page...**



Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (360) 473-5323 at least 24 hours prior to the Meeting.

6. **GENERAL BUSINESS**

- A. Interlocal Agreement with Kitsap County Prosecuting Attorney *(Item added)*

7. **COUNCIL MEMBER REPORTS**

8. **EXECUTIVE SESSIONS**

- A. 15-Minutes to discuss “Qualifications of an applicant for public employment” and “Performance of a public employee” as allowed under RCW 42.30.110(1)(g); *With action anticipated...*
- B. 30-Minutes for a discussion with Legal Counsel about "Legal Risks of Current or Proposed Action" as allowed under RCW 42.30.110(1)(i); *With action anticipated... (Item added)*

9. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4A**

**SUBJECT:**

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: July 19, 2023

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

**SUMMARY:**

Approval of the following checks and electronic fund transfers:

1. Check Numbers 403498-403625 and EFT Numbers V37821-V37915 in the grand total amount of \$3,847,209.65
2. Regular Payroll for pay period ending June 30, 2023 in the amount of \$1,074,166.31
3. Retiree Payroll for pay period ending June 30, 2023 in the amount of \$39,975.61

**ATTACHMENTS:**

**FISCAL IMPACTS (Include Budgeted Amount):**

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:**

Move to approve the consent agenda as presented.

**COUNCIL ACTION:**

Approve

Deny

Table

Continue

No Action

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4B**

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**SUBJECT:** Minutes of Meeting – July 5,  
2023

Study Session Date: N/A  
COUNCIL MEETING Date: July 19, 2023  
Department: City Council  
Presenter: Council President  
Phone: (360) 473-5280

**SUMMARY:** The Minutes of Meeting held on July 5, 2023 are attached.

**ATTACHMENTS:** Meeting Minutes

**FISCAL IMPACTS** (Include Budgeted Amount): None

**STUDY SESSION AGENDA:**      N/A

**STUDY SESSION ACTION:**    Consent Agenda      General Business      Public Hearing

**RECOMMENDED MOTION:**

Move to approve the July 5, 2023 Meeting Minutes as presented.

**COUNCIL ACTION:**    Approve      Deny      Table      Continue      No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, July 5, 2023

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, July 5, 2023, at 5:09 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6<sup>th</sup> Street, Bremerton, Washington, with Council President Jeff Coughlin presiding. Council Members present were Jennifer Chamberlin, Denise Frey, Michael Goodnow, Anna Mockler, and Eric Younger. Council Member Quinn Dennehy was absent. Also present were City Attorney Kylie Finnell; Assistant City Attorney Brett Jette; City Clerk Angela Hoover; Legislative Office Manager Lori Smith; and IT Manager Dave Sorensen. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers.

**President Coughlin** announced the City Council is conducting the Council Meeting in-person with an option for the public to join in person, participate via Zoom, or view on BKAT, because Community involvement is encouraged; and lastly, provided a reminder that now that it is election season, to refrain from any comments on political campaigns or ballot measures.

**MAYOR'S REPORT** – *Mayor Wheeler provided updates on the following...*

- Increasing Internal Efficiencies with a new online portal
- Increased Ride Shares and Van Pools
- Formal application for the City of Bremerton Creative District Certification was submitted

**CONSENT AGENDA**

**4A** – Check Numbers 403326 through 403497 and Electronic Fund Transfers V37727 through V37820 in the grand total amount of \$2,035,555.18

**4B** – Minutes of Meeting – June 21, 2023

**4C** – Minutes of Study Session – June 28, 2023

**4D** – Retirement Plan Advisory & Consulting Agreements with DecisionPoint Financial, LLC and Spectrum Pension Consultants, Inc. as additional Administrators of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan

**4E** – Award Local Agency Contract with Active Construction, Inc. for the Washington Avenue & 11<sup>th</sup> Street Roundabout Project

**4F** – Budget Adjustment for the Pine Road Basin Stormwater Improvements Project

**4G** – Resolution No. 3360 to adopt the City of Bremerton 2020 Water System Plan

**4H** – Resolution No. 3361 to establish Water Use Efficiency Goal for the City of Bremerton Water Utility

**4I** – Goods & Services Agreement with North Coast for the Purchase of three Variable Frequency Drives for Lift Station CW-1

**4J** – Technical Rescue Mutual Aid Interlocal Agreement

**4K** – Intergovernmental Agreement for Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA)

*There were no questions or comments from the public...*

**5:37 PM** M/S/C/U (Chamberlin/Goodnow) Move to approve the CONSENT AGENDA as presented.

**PUBLIC RECOGNITION** – *Comments from the public were submitted by Jane Rebelowski; Victor Davis; Mary Lou Long; Karen Vargas; Casey Kelly; Ron Owen; Martitha May; Marwan Cameron; Jo Walter; Dave Cooper; an unnamed speaker; and Christi Lyson...*

## **GENERAL BUSINESS**

### **6A – WASTE MANAGEMENT 2023 PUBLIC EDUCATION AND OUTREACH PROGRAM:**

Contracts Administrator **Melinda Monroe** introduced Waste Management's Municipal & Community Relations Manager **Laura Moser** and Public Education Outreach Coordinator **Rhianne Janovich** to highlight that Waste Management is required under Section 10.5 of the current franchise agreement to provide an annual public outreach campaign upon approval of the City of Bremerton. The proposed 2023 Citizen Outreach is focused on reducing contaminated recycling and yard waste composting and includes a cart tagging component scheduled for outreach in July through September 2023. July 28, 2023 will be the next tour of the Recycling Facility in Tacoma.

*Questions and comments from the public were provided by **Martitha May**...with a response provided by **Ms. Janovich**...*

**6:23 PM** Motion was made by Mockler; and seconded by Frey... The original Motion made by Mockler was withdrawn by Mockler...

**6:25 PM** Motion was made by Frey; and seconded by Goodnow... Comments and questions were provided by Frey, Goodnow, Chamberlin, Mockler, and Coughlin...

**6:31 PM** M/S/C (Frey/Goodnow) Move to approve the 2023 Waste Management Public Outreach Program as presented.

Voted in Favor of Motion: Goodnow, Younger, Chamberlin, Frey, Coughlin

Voted Opposed to Motion: Mockler

Motion Carried: 5-Yes; 1-No

### **6B – PROPOSED ORDINANCE TO AMEND BMC CHAPTER 9.32 ENTITLED “UNAUTHORIZED CAMPING”:** City Attorney **Kylie Finnell** provided highlights of the proposed ordinance.

**President Coughlin** announced that there would be no action tonight and Council would be accepting public comment... He thanked everyone who has already submitted written comments.

*Comments from the public were submitted by **Nayeli Rivera**; **Steven Ramey**; **Domasa Wilson** on behalf of **Kimmy Siebens**; **Joslyn LaMadrid**; **Joanna Hayes**; **Molly Brooks**; **Patricia Morris**; **Karen Vargas**; **Casey Kelly**; **Susan Brooks-Young**; **Marwan Cameron**; **Christi Lyson**; **Mary Lou Long**; **Erica Applewhite**; **Domasa Wilson**; **Dan Heron**; **Jessica Riley**; **Jane Rebelowski**; **Robin O’Grady**; **Mike Simpson**; **Kelly**; **Neal Foley**; **Jo Walter**; **Dave Cooper**; **Eric Nubon**; **Carmen Poly**; **Nayeli Rivera**; and **Michael Simmons**...*

**President Coughlin** then announced that this item would be scheduled for further review at the next City Council Study Session on July 12, 2023.

## **COUNCIL MEMBER REPORTS**

**Jennifer Chamberlin** enjoyed a kayak trip along the Bremerton shore; enjoyed seeing all the families enjoying the 4<sup>th</sup>; and appreciated the volunteers who helped with the next-day cleanup.

**Denise Frey** enjoyed attending a recent Chamber Luncheon with Council President Jeff Coughlin (along with his son Max) and Legislative Office Manager Lori Smith; reported on the Mills Crossing Project; and hoped that efforts by the City would help end homelessness.

**Michael Goodnow** thanked everyone for their open and civil comments tonight; announced the Forest Ridge Park Clean-Up on Saturday, July 15 at 9:00 AM and Charleston Business District Meeting on Tuesday, July 18 at 6:00 PM to be hosted by Unique Experience on Callow Avenue.

**Anna Mockler** invited everyone to attend the next District 6 Town Hall Meeting on Monday, July 10 from 4:00 to 6:00 PM at the Public Works Facility.

**Eric Younger** appreciated all comments tonight, from both sides, noting that that it makes the Council's decision even more difficult. He also agreed with a citizen suggestion for the City to look into laser shows instead of traditional fireworks.

*At 8:20 PM, **President Coughlin** announced that a 15-minute Executive Session would be held to "discuss "Potential & Pending Litigation" as allowed under RCW 42.30.110(1)(i); and that action was anticipated...*

*At 8:35 PM, **President Coughlin** called the meeting back to order...*

*The Motion was read into the record by Assistant City Attorney **Brett Jette**, so moved by Mockler, and seconded by Frey ...A question from the public was provided by **Christi Lyson**, with a response provided by **Mr. Jette** ...*

**8:36 PM M/S/C (Goodnow/Frey)** Move to approve the City Attorney or retained outside counsel to pursue any necessary legal action to abate nuisances and code violations, collect fines imposed for nuisances and code violations, and collect any fees and costs associated with the abatement of nuisances and code violations at: 1621 and 1623 4<sup>th</sup> Street, 2141 8<sup>th</sup> Street, 1723 S. Hartford, 1704 N. Wycoff, 210 S. Cambrian, 1947 Barnett, and 1925 5<sup>th</sup> Street in Bremerton, WA.

Voted in Favor of Motion: Mockler Younger, Frey, Goodnow, Coughlin

Voted Opposed to Motion: Chamberlin

Motion Carried: 5-Yes; 1-No

**President Coughlin** announced the next Study Session on Wednesday, July 12 beginning at 5:00 PM will be held in the 6<sup>th</sup> Floor Council Conference Room of the Norm Dicks Government Center, and the public is welcome and encouraged to attend.

With no further business, **President Coughlin** adjourned the Council Meeting at 8:39 PM.

Prepared and Submitted by:

*Lori Smith*

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LORI SMITH  
Legislative Office Manager

APPROVED by the City Council on the 19<sup>th</sup> day of July, 2023.

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JEFF COUGHLIN, City Council President

Attest:

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ANGELA HOOVER, City Clerk

JC:AH:ls:cg

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4C**

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**SUBJECT:** Minutes of Study Session –  
July 12, 2023

Study Session Date: N/A  
COUNCIL MEETING Date: July 19, 2023  
Department: City Council  
Presenter: Council President  
Phone: (360) 473-5280

**SUMMARY:** The Minutes of Study Session held on July 12, 2023 are attached.

**ATTACHMENTS:** Meeting Minutes

**FISCAL IMPACTS** (Include Budgeted Amount): None

**STUDY SESSION AGENDA:**      N/A

**STUDY SESSION ACTION:**    Consent Agenda      General Business      Public Hearing

**RECOMMENDED MOTION:**

Move to approve the July 12, 2023 Meeting Minutes as presented.

**COUNCIL ACTION:**    Approve      Deny      Table      Continue      No Action



## CITY COUNCIL STUDY SESSION MINUTES

Wednesday, July 12, 2023

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, July 12, 2023 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6<sup>th</sup> Street, with Council President Jeff Coughlin presiding. Other Council Members present were Eric Younger (remotely), Anna Mockler (remotely), Michael Goodnow, Quinn Dennehy, Denise Frey (remotely), and Jennifer Chamberlin. Legislative Office Manager Lori Smith provided staff support.

**President Coughlin** established that the Study Session is open for the public to attend in person or view remotely, but there will be no opportunities for input, the content of these items is subject to change, no action is anticipated...

He further established that a recording will be available online within a few days following the meeting. And any of the items approved for action by the Council tonight, will be placed on the **July 19, 2023 City Council Meeting Agenda** or as otherwise determined...

And lastly, provided reminders that the microphones are sensitive and do pick-up side-conversations and other sounds in the room; and that now that it is election season, to refrain from any comments on political campaigns or ballot measures.

### A. **INFORMATION-ONLY PRESENTATIONS**

1. Proposal to establish a Monument for USS Bremerton (SSN-698) and (CA-130) – With former Commanding Officers of the USS BREMERTON Charles J. (Jerry) Logan (10<sup>th</sup> C.O.); Thomas Zwolfer (11<sup>th</sup> C.O.); and Alan Beam (3<sup>rd</sup> C.O.)
2. KEDA – One Kitsap Initiative – With KEDA Executive Director Joe Morrison; and Al Doeve, NCDS Sr. Project Executive
3. Warren Avenue Bridge Multimodal Improvements Project Alternatives Analysis – Managing Engineer Shane Weber **July 26 Study Session**

### B. **BRIEFINGS on AGENDA BILL ITEMS**

1. Professional Services Agreement with Mason, Bruce & Girard for Utility & Forest Land Comprehensive Plan Update **Consent Agenda**
2. Ordinance to amend BMC Chapter 5.36 entitled “Special Events” **Consent Agenda**
3. Agreement with Capital Heating & Cooling, Inc. for the Bremerton Library Building HVAC Systems Project **Consent Agenda**

**President Coughlin** called a recess from 7:47 to 7:57 PM...

4. Professional Services Agreement with Kennedy Jenks for 2023 Wastewater Comprehensive Plan Update **Consent Agenda**
5. Ordinance to amend BMC Chapter 9.32 entitled “Unauthorized Camping” **July 26 Study Session (To continue discussion specifically on a draft based on the City of Lakewood Ordinance...)**

**Vice President Chamberlin** left the Study Session at 8:37 PM, and did not return...The discussion on Item 5 continued until 8:53 PM... **Council Member Frey** left the Study Session at 8:57 PM, and did not return...

6. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures  
***July 26 Study Session***

C. **GENERAL COUNCIL BUSINESS**

1. Public Safety Committee Briefing (*Last Meeting 7/6/2023*) – Vice Chair Quinn Dennehy
2. Regional and Other Committee/Board Briefings.
3. Other General Council Business was also briefly discussed.

**President Coughlin** established that the next Council Meeting would be on Wednesday, July 19 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center, and that the public is invited to attend in person or remotely.

With no further business, the Study Session was adjourned at 9:04 PM.

Prepared and Submitted by:

*Lori Smith*

\_\_\_\_\_  
LORI SMITH, Legislative Office Manager

APPROVED by the City Council on the 2<sup>nd</sup> day of August, 2023.

\_\_\_\_\_  
JEFF COUGHLIN, Council President

ATTEST:

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

JC:AH:ls:cg

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4D**

**SUBJECT:**

Professional Services Agreement with  
Mason, Bruce & Girard for Utility Land  
Comprehensive Plan Update

Study Session Date: July 12, 2023  
COUNCIL MEETING Date: July 19, 2023  
Department: Public Works & Utilities  
Presenter: Walsh/Guests  
Phone: (360) 473-5928

**SUMMARY:**

The City of Bremerton owns and manages approximately 8,000 acres of Utility land, of which approximately 3,000 acres are the Union River Watershed. Collected within this watershed is the surface water source for the City's water utility. In 1986 the City created a Utility Land Management Plan to provide guidance on the management of these lands. The purpose of this project is to update this plan with current best scientific based practices as it has not been updated since 1996.

Key goals for this updated plan are:

- Evaluate Utility Land Security.
- Evaluate land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluate proposed Jarstad Park to Kitsap Lake pedestrian/bicycle/equestrian trail to identify potential conflicts with the City's on-going operations.
- Evaluate sustainable timber harvest alternatives and associated revenue and water rate impacts.
- Review carbon credit sales as a potential additional or alternative source of revenue and water rate impacts.
- Develop a 20-year capital improvement plan for forestry assets such as roads, culverts, bridges, etc.
- Evaluate staffing to confirm appropriate staffing levels.

**ATTACHMENTS:**

1. City of Bremerton Watershed and Utility Land Site Plan; 2. Professional Services Agreement with Mason, Bruce & Girard 3. PowerPoint Presentation

**FISCAL IMPACTS (Include Budgeted Amount):** The Comprehensive Plan Project is included in the 2023 Capital Budget and budget to complete plan will be included in 2024 budget request.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

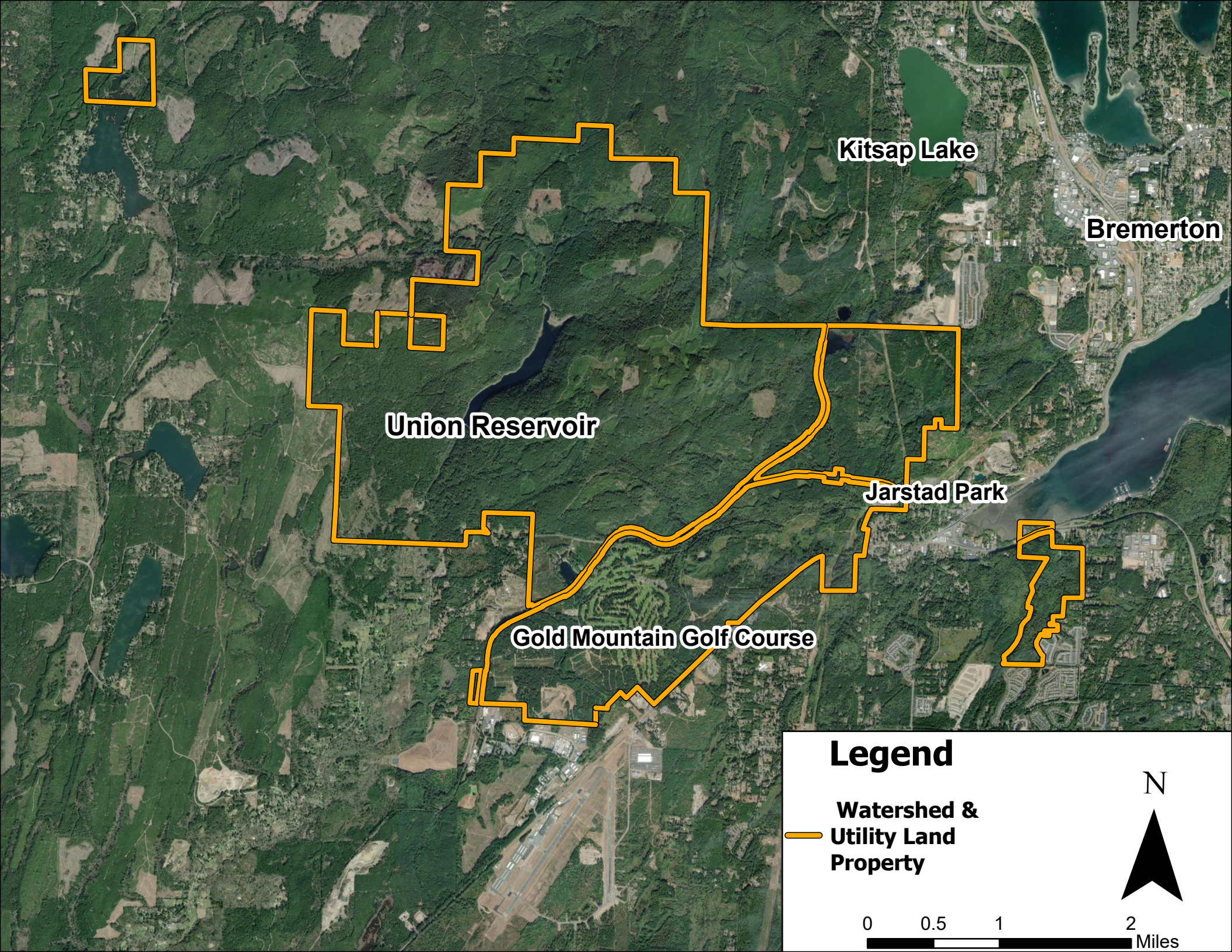
Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Professional Services Agreement between the City of Bremerton and Mason, Bruce & Girard and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action



Kitsap Lake

Bremerton

Union Reservoir

Jarstad Park

Gold Mountain Golf Course

## Legend

— Watershed &  
Utility Land  
Property

N



0 0.5 1 2 Miles

**PROFESSIONAL SERVICES AGREEMENT**  
**Utility and Forest Land Management Plan Update**

The City of Bremerton (“City”) and **Mason, Bruce & Girard LLC**(“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated **June 15, 2023**, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

**II. Term:** The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$240,000. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

**IV. Relationship of Parties:** Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

**V. Indemnification:**

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, to the extent of Consultant's alleged negligence, except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

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

Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

All required policies shall be provided on an “occurrence” basis except professional liability insurance (if required), which may be provided on a “claims-made” basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-contractor meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

## **VII. General Conditions:**

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in Portland, Oregon. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service



with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

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

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Portland, Oregon. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:  
CITY:  
Attn:  
Sean Walsh  
City of Bremerton  
100 Oyster Bay Ave N.  
Bremerton, WA 98312

Notices to be sent to:  
CONSULTANT:  
Attn:  
Wendy Wentz  
Mason, Bruce & Girard Inc.  
707 SW Washington Street, Suite 1300  
Portland, OR 97205

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

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

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

**VIII. Equal Employment Opportunity Statement:** In the hiring of employees for the performance of work under this Agreement, the Consultant, its subcontractors, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

**IX. ADA Statement:** The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

**X. Termination:** This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced, or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

**XI. Suspension & Debarment.** For contracts involving Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

CONSULTANT:

CITY OF BREMERTON

Mason, Bruce & Girard Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Greg Wheeler

Print Name: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Kylie J. Finnell, Bremerton City Attorney

Angela Hoover, City Clerk

# City of Bremerton Utility Land Management Plan Update

## Scope of Work

May 24, 2023

### Introduction

Consultant will assist the City of Bremerton, Washington (City) by updating the City's existing Utility and Forest Land Management Plan (Plan) which was last updated in 1996. The City intends to update this Plan on a 10-year-cycle. The City owns and manages approximately 7,980 acres of Utility land in Kitsap County, Washington. Within this ownership, approximately 2,914 acres of forested land is referred to as the Union River Basin and water collected within this watershed is the surface water source for the City's water utility. This surface water source is unfiltered and provides approximately two-thirds of the City's total water supply to its over 72,000 customers. Maintaining this unfiltered status is a paramount priority for the City.

Lands outside the Union River Basin are referred to as "Other Utility Lands" and those that are forested have typically been managed to provide a revenue stream through the application of sustainable forest management. The Utility lands also include several Special Use Areas such as the Gold Mountain Golf Course, Jarstad Park, wellhead protection zones, fishery enhancement infrastructure, biosolid application sites, and others. Jarstad Park and the Gold Mountain Golf Course are the only Special Use Areas open to public access. Mason, Bruce, and Girard, Inc., and its team of sub-consultants, collectively referred to as Consultant, proposes the following scope of work to complete the project to update the Plan.

### Task 1. Project Management

#### Task 1.1. Project Setup and Kickoff

Consultant shall review existing plans and other relevant documents as background for the Project. City will provide the following:

1. City of Bremerton Watershed Road Map
2. 2006 Forest Land Management Analysis for the City of Bremerton Department of Public Works and Utilities
3. Appendix A: City of Bremerton Watershed Fire Response Map
4. Forest Health Assessment and Forest Management Practices Recommendations (University of Washington, 2019)
5. Volume I, Utility Land Management Plan (1996)
6. Volume II, Forest Management Plan (1996)
7. 10 Year Guidelines Analysis for Sustainability of Timber Harvest (2016)
8. City of Bremerton Integrated Vegetation Management Plan (2022)
9. 2020 Water System Plan (2023)

Consultant shall meet with City Project Manager (PM) and Staff to kick off the project, discuss phases and tasks, review the statement of work, discuss communication preferences of City staff, and review the project schedule.

#### Assumptions

- Kickoff meeting will occur virtually with the City of Bremerton
- If background information is considered sensitive, Consultant will enter a non-disclosure agreement with the City, at the City's request.

#### Deliverables

- Notes

### Task 1.2 Ongoing Project Management

Consultant PM shall hold regular check-in meetings with City PM. Consultant PM shall update schedule as needed and directed by City PM. Consultant PM shall also manage internal staff assignments and the contracting and invoicing needs of the project.

#### Assumptions

- PM meetings will occur virtually.
- Meetings with City PM will occur on a bi-weekly basis; approximately 25 ½-hour-long check-in meetings.
- Project will be completed over a thirteen-month period.
- Time for quality control reviews of deliverables is included in the individual tasks, below.

#### Deliverables

- Monthly progress report and invoicing
- Meeting notes

### Task 2. Refine Goals and Identify Constraints

Consultant and City shall meet to discuss the overarching management goals and objectives for the Utility lands that will be subject to the updated Plan, as well as current constraints and policy issues. Goals for the updated Plan will be identified using those outlined in the 1996 Plan as a starting point. The 1996 goals were:

- 1) The Union River Basin will be managed to maintain the “unfiltered” water source status in conjunction with maintaining the forest health.
- 2) The Other Utility Lands shall be managed with the protection of surface waters for “filtered” water resource and protection of groundwater, in conjunction with maintaining forest health and generating revenue from timber harvest.

Consultant shall work with City to define the management goals separately for the Union River Basin and Other Utility Lands.

The constraints, policy issues, and management goals identified and developed under this Task will be discussed with the Advisory Committee (Task 6). Based on the Advisory Committee's input, City may revise or refine management goals and constraints. These will inform the Plan to be updated during Task 5.

#### Assumptions

- Up to two (2) meetings will be held with the City's Project team.
- Meetings will occur virtually.

#### Deliverables

- Meeting notes

### Task 3. Update Baseline Information

Consultant shall review existing information and update the baseline that was used to inform the 1996 Plan. The baseline update will be completed for the entire area of Utility-owned lands that will be subject to the updated Plan, including both the Union River Basin and the Other Utility Lands. Specific baseline information to be collected and reviewed by Consultant is described below under Task 3.1. Consultant shall consider the post-1996 background documentation provided by City under Task 1 and determine if or how this information can be used to preserve budget and time during the Plan update.

#### Task 3.1. Field Evaluations and Resource Assessment

Consultant shall review existing information, create GIS base maps, complete a LiDAR-based slope analysis, map and identify roads and culverts, map and identify riparian forest corridors and wetlands, and complete a general water quality risk assessment. In addition to typical forest inventory metrics, Consultant shall include observations on road conditions, access to the property, insect and disease issues, special use areas, inspection of riparian forest corridors, boundary line maintenance, incidence of blowdown, reforestation issues, and threatened and endangered species. Consultant shall also incorporate information from the City-led culvert mapping and assessment project as that information becomes available. Consultant shall collect forest inventory data for forested acres throughout the Utility lands including the Union River Basin, the Other Utility Lands, and Special Use Areas.

Consultant shall map, delineate, and type forested stands or zones according to species, size, and stocking with GIS data layers. Consultant shall determine gross acres and net acres, by stand, where net acres do not include roads and buffers, or riparian buffers.

Consultant shall design a stand-based inventory and conduct a timber cruise of the net forested acres that will yield statistically sound<sup>1</sup> estimates of trees per acre, basal area, and net board-foot volume per acre, by species. This will include the preparation of written cruise instructions and plot procedures, preparation of maps to support the fieldwork, cruiser training and project orientation, field data collection, quality control, and data management.

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<sup>1</sup> Statistically sound is defined for trees per acre, basal area, and net volume as an allowable error at the stand-level that is +/- 10% at the 66% Confidence Level.

Consultant shall calculate sustainable harvest levels in terms of volume and area using a rationale similar to that in the *10 Year Guidelines Analysis for Sustainability of Timber Harvest* document from 2016.

Consultant shall complete a watershed assessment that covers all Forest Lands but considers the different management objectives of both the Other Utility Lands and the Union River Basin. Harvest, silviculture, road, stream, and invasive species management within the Union River Basin must all be assessed in the context of avoiding water quality impacts.

Consultant shall identify non-forest zones and special use areas (including municipal water facilities) on a GIS base map, outline and prioritize specific restoration opportunities such as wildlife habitat enhancement, identify any immediate risks to water quality and prescribe risk abatement treatments and cost estimates (*e.g.*, road improvements and slope stabilization).

### **Task 3.2 Resource Assessment Report**

Consultant shall prepare a Resource Assessment Report to document the results of the field evaluations including Inventory Reports. Results shall be reported as separate sections for the Union River Basin, other Utility Lands, and Special Use Areas. The Resource Assessment Report will inform the update of the Plan to be completed under Task 5.

#### **Assumptions**

- City will arrange access for Consultant to the Utility-owned lands for the field evaluation.

#### **Deliverables**

- Draft Resource Assessment Report delivered electronically by Consultant to City for review and comment.
- Final Resource Assessment Report delivered electronically by Consultant to City.
- Consultant shall also electronically deliver raw data files, GIS data, and other records used to inform the Resource Assessment Report.

### **Task 4. Special Topics**

Special topics will be explored by the Consultant team and used to inform the Plan update further described under Task 5. The Consultant shall investigate special topics at the request of the City. Potential topics include the following:

- Review of security processes and procedures.
- Evaluation of the land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluation of the proposed Jarstad Park to Kitsap Lake trail section on City of Bremerton Utilities Land to identify the specific improvements needed if the trail did occur. This will include assessing increased security measures and improved infrastructure as well as associated costs.
- Evaluation of sustainable timber harvest alternatives and associated revenue and water rate impacts.

- Review of carbon credit sales as a potential additional or alternative source of revenue and water rate impacts.
- Development of a 20-year capital improvement plan for forestry assets.
- Staffing evaluation to confirm appropriate staffing levels.

For each topic investigated, Consultant shall prepare a stand-alone summary memorandum of findings and recommendations that can be used during the Plan update and as a source of information for public education and outreach (under Task 6). These memoranda will be organized to describe the special topic, provide background information including best available scientific information if applicable and present the results of the issue assessment.

#### Assumptions

- This task is budgeted based on an estimated level of effort anticipated to review special topics. If additional topics are added by the City, or if the task budget hours are exhausted, Consultant shall inform City and proceed once additional funds are made available.
- Some components of topics may be addressed by City staff (*e.g.* security standards and their crosswalk with other infrastructure-specific plans)

#### Deliverables

- Draft Topic-specific Summary Memoranda for City review
- Final Topic-specific Summary Memoranda

## Task 5. Update Utility Land Management Plan

Consultant shall work with City to update the Utility Land Management Plan based on the results of the existing information review (Task 1), the refined Plan goals and constraints (Task 2), the updated baseline resource assessment (Task 3), and the special topics investigations (Task 4). The updated Plan will contain the following elements:

1. Description of Land Management Goals and Objectives
2. Existing Conditions
  - a) Property Description
  - b) Forest Inventory
  - c) Site Evaluation
  - d) Forest Assessment
  - e) Watershed Assessment
  - f) Municipal Water Supply System
  - g) Special Use Areas
3. Utility Land Security
  - a) Utility Land Security
  - b) Adjacent Land Uses/Development Pressure
  - c) Proposed Jarstad Park to Kitsap Lake Trail
4. Management Practices
  - a) Forest-related Revenue Generation



- Timber Harvest
    - Minor Forest Product Sales
    - Carbon Credit Sales
  - b) Road Maintenance and Abandonment
  - c) Silviculture Practices
  - d) Integrated Pest Management Plan (IPMP)
  - e) Biosolids Management Program
  - f) Wildfire Risk Management and Response Plan
  - g) Climate Change Resiliency Measures Specific to Forest Management
  - h) Other Practices
5. Implementation Plan
- a) Describe prioritization and frequency of:
    - Staff and Equipment Resource Planning
    - Harvest Planning
    - Reforestation
    - Forest Practices Road Maintenance and Abandonment Planning (RMAP)
    - Bridge and Culvert Monitoring, Maintenance, and Replacement
    - Stream Typing
    - Biosolids Management
    - Building Construction and Maintenance
    - Ongoing Gap Analysis
    - Staffing Level Evaluation
  - b) Adaptive Management Actions
    - Detail currently accepted alternative or remedial actions
6. Capital Improvement Plan

#### Assumptions

- The Resource Assessment Report prepared under Task 4 will be used as source material for the Existing Conditions section of the Plan.
- City will provide additional background information and existing documents to inform description of management activities (*e.g.*, existing documentation for Biosolids Management Program, Wildfire Response Plans, etc.).
- Consultant shall coordinate with City staff via virtual meetings, telephone, or email to gather information. No site visits will be needed for this task.
- City will provide Consultant with a single combined set of comments on the Draft Plan.
- The Plan shall be formatted by Consultant to include embedded links to ease navigation.
- Consultant shall assume Plan will be updated on a 10-year cycle.

#### Deliverables

- Draft Utility Land Management Plan delivered electronically by Consultant to City for review and comment.
- Final Utility Land Management Plan delivered electronically by Consultant to City.

## Task 6. Public Outreach

Consultant shall assist with public outreach efforts associated with the Plan update. Efforts will include facilitation of an Advisory Committee and assistance with public comment tracking.

### Task 6.1 Advisory Committee Facilitation

The City will invite technical experts from regulatory agencies, adjacent Forest landowners, and adjacent water purveyors to convene an Advisory Committee to provide input during the Plan update. In addition, as the subject lands are utility-owned, up to two utility ratepayer representatives will be invited to participate. The desired committee membership is as follows:

- City Staff
- Tribal representative
- Adjacent Forestry property owner
- Adjacent water purveyor
- Kitsap Public Health District (KPHD)
- State Department of Health (DOH)
- State Department of Natural Resources (DNR)
- Bremerton water customer/ratepayer(x2) as designated by the Mayor
- Washington Department of Fish and Wildlife

Consultant shall assist City by facilitating Advisory Committee meetings held during the Plan update. Facilitation services will include logistical support, preparation, and presentation of meeting content (*e.g.*, draft portions of Plan, summaries of subject-specific best available science, etc.), general meeting facilitation (*e.g.*, assist group while setting ground rules, norms), and taking meeting notes.

In addition, Consultant shall assist the City while engaging additional stakeholders with perspective on topics under consideration by the Advisory Committee. This may include gathering and sharing information through interviews, briefings or group conversations and/or coordination to participate in select advisory committee discussion items. Findings from stakeholder engagement discussions will be reported to the Advisory Committee.

Consultant shall also assist City staff with a field tour for the Advisory Committee.

### Assumptions

- Consultant shall arrange and participate in no more than 5 meetings of the Advisory Committee, not including the field tour.
- One Advisory Committee meeting will be held in person with the remainder held virtually.
- A draft advisory committee charter will be developed to communicate the scope and expectations of committee membership, work plan, and decision making and will be finalized by the committee at their first meeting.
- An annotated version of the advisory committee agenda will be used by the project team to outline the specific meeting approach, team member roles and any instructions, exercises and discussions.

- Advisory committee meeting summaries will be distributed for Prime Consultant and City review within one week of each meeting, before distribution to the Committee members.
- Additional stakeholder coordination, including interviews, small group discussions or briefings in advance of advisory committee will be limited to no more than 8 individuals or organizations.
- The field tour will take place during a single day, up to 6 hours of field time, not including preparation and travel.
- Consultant will prepare and provide print-ready materials for in-person meeting and field tour; City will print materials.
- City will provide for meeting space, transportation, refreshments/meals, and other direct expenses associated with meetings and field tour.

#### Deliverables

- PowerPoint presentations for each Advisory Committee Meeting
- Draft and final Advisory Committee charter
- Draft and final Advisory Committee meeting agendas (up to 5)
- Draft and final Advisory Committee meeting annotated agendas (up to 5)
- Field tour logistics plan
- Printed hand-out packets for field tour
- Meeting summaries (up to five), as well as notes from the field tour
- Stakeholder interview findings/summary

#### Task 6.2 Public Comment Tracking

Consultant shall assist City with the collection and organization of public comments received during the Plan update. Specifically, Consultant shall develop a form to solicit comments, and shall also prepare a comment record that can be used by the City to efficiently track all comments received and record City responses. Consultant shall assist City by recording comments into comment tracker as they are submitted to City by public.

#### Assumptions

- Consultant shall prepare a print-ready document that City will print and mail to the public.
- The comment record will be prepared by Consultant using a software agreed upon by City (*e.g.*, Microsoft Excel).

#### Deliverables

- Print-ready comment documents
- Comment record
- Comment Summary Memorandum

## Task 7 City Council Engagement

Consultant shall support City staff while engaging the City Council.

### Task 7.1 City Council Study Sessions

Consultant shall support City staff while engaging the City Council during a series of study session meetings. Study sessions will provide regular progress reports on project development, updates on special topics, and opportunities for Council members to engage with the project team.

#### Assumptions

- Consultant PM and lead forester shall prepare for and attend up to four, one-hour-long study sessions held virtually.

#### Deliverables

- PowerPoint presentation with project updates will be prepared primarily by Enviroissues with input by Prime consultant.

### Task 7.2 Presentation Support

Consultant shall support City staff while presenting the finalized version of the updated Plan to the City Council. Consultant shall prepare a PowerPoint presentation of the updated Plan and associated printed materials. Consultant shall attend the City Council meeting to assist City staff during the presentation and to help address questions posed by the City Council members.

#### Assumptions

- Consultant shall attend the City Council meeting in person in Bremerton.

#### Deliverables

- PowerPoint presentation summarizing the updated Plan

## Task 8 Directed Services

Provide additional services as directed by the City.

#### Assumptions

- Work under this task will require prior written/email direction from the City.

#### Deliverables

- As directed by the City.



## **City of Bremerton Utility Land Management Plan Update Scope of Work (Revised 4/21)**

### **Introduction**

EnviroIssues (Consultant) will assist Mason, Bruce, and Girard (Prime Consultant) and the City of Bremerton, Washington (City) by updating the City's existing Utility and Forest Land Management Plan (Plan), with an emphasis on public engagement and facilitation services.

### **Task 1. Project Management**

#### **Task 1.1. Project Setup and Kickoff**

Consultant shall review existing plans and other relevant documents as background for the Project, per the list identified in the Prime Consultant scope of work, with an emphasis on content most relevant to stakeholder and public engagement and communications.

Consultant shall meet with City Project Manager (PM), Staff and Prime Consultant to kick off the project, discuss phases and tasks, review the statement of work, discuss communication preferences of City staff, and review the project schedule.

#### Assumptions

- Kickoff meeting will occur virtually with the City of Bremerton

#### Deliverables

- None

#### **Task 1.2 Ongoing Project Management**

Consultant PM shall hold periodic check-in meetings with the Prime Consultant PM and City, as requested. Consultant PM shall provide inputs to the schedule as needed and directed by the Prime Consultant PM. Consultant PM shall also manage internal staff assignments and the contracting and invoicing needs of the project.

#### Assumptions

- Period of performance from May 1, 2023 to May 31, 2024 (13 months)
- Up to 6, 1-hour meetings with Prime Consultant and/or City PM over the course of the project, attended by up to two Consultant staff

#### Deliverables

- Monthly progress report and invoicing (up to 13)

## **Task 4. Special Topics**

Special topics will be explored by the Consultant team and used to inform the Plan update further described under Prime Consultant Task 5. The Consultant shall support the investigation of special topics at the request of the City, that intersect with community and stakeholder interests and involve public outreach. Topics may include, but are not limited to:

- Evaluation of the land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluation of the proposed Jarstad Park to Kitsap Lake trail section on City of Bremerton Utilities Land to identify the specific improvements needed if the trail did occur. This will include assessing increased security measures and improved infrastructure as well as associated costs.

For each topic investigated, Consultant shall prepare information that contributes to a summary memorandum of findings and recommendations, developed by the Prime Consultant, that can be used during the Plan update and as a source of information for public education and outreach (under Task 6).

Consultant shall investigate additional topics at the direction of the City, and as budget permits.

### Assumptions

- This task is budgeted based on an estimated level of effort anticipated to review up to two special topics. If additional topics are added by the City, or if the task budget hours are exhausted, Consultant shall inform Prime Consultant and proceed once additional funds are made available.

### Deliverables

- Draft research content for Topic-specific Summary Memoranda for City review
- Final research content for Topic-specific Summary Memoranda

## **Task 6. Public Outreach**

Consultant shall assist Prime Consultant and City with public outreach efforts associated with the Plan update. Efforts will include facilitation of a stakeholder Advisory Committee and assistance with public comment tracking.

### **Task 6.1 Advisory Committee Facilitation**

The City is assembling an Advisory Committee to provide input during the Plan update. The Advisory Committee will include members of the rate-paying public and representatives of stakeholder groups including:

- City Staff
- Tribal representatives
- Adjacent Forestry property owner
- Kitsap Public Health District
- State Department of Health (DOH)
- State Department of Natural Resources (DNR)

- Bremerton water customer /ratepayer(x2) as designated by the Mayor
- Washington Department of Fish and Wildlife

Consultant shall assist Prime Consultant and City by facilitating Advisory Committee meetings held during the Plan update. Facilitation services will include logistical support, preparation, general meeting facilitation (*e.g.*, assist group while setting ground rules, norms), and taking meeting notes.

In addition, Consultant shall assist the Prime Consultant and City in engaging additional stakeholders with perspective on topics under consideration by the Advisory Committee. This may include gathering and sharing information through interviews, briefings or group conversations and/or coordination to participate in select advisory committee discussion items. Findings from stakeholder engagements discussions will be reported to the Advisory Committee.

Consultant shall also assist Prime Consultant and City staff with a field tour for the Advisory Committee.

### Assumptions

- Consultant shall support and participate in no more than 5 meetings of the Advisory Committee, at up to two hours each, not including the field tour.
- One Advisory Committee meeting will be held in person with the remainder held virtually.
- A draft advisory committee charter will be developed to communicate the scope and expectations of committee membership, work plan, and decision making and will be finalized by the committee at their first meeting.
- An annotated version of the advisory committee agenda will be used by the project team to outline the specific meeting approach, team member roles and any instructions, exercises and discussions.
- Advisory committee meeting summaries will be distributed for Prime Consultant and City review within one week of each meeting, before distribution to the Committee members.
- Additional stakeholder coordination, including interviews, small group discussions or briefings in advance of advisory committee will be limited to no more than 8 individuals or organizations.
- The field tour will take place during a single day, up to 6 hours of field time, not including preparation and travel.
- Consultant will prepare and provide print-ready materials for in-person meeting and field tour; City will print materials.
- City will provide for meeting space, transportation, refreshments/meals, and other direct expenses associated with meetings and field tour.

### Deliverables

- Draft and final Advisory Committee charter
- Draft and final Advisory Committee meeting agendas (up to 5)
- Draft and final Advisory Committee meeting annotated agendas (up to 5)
- Field tour logistics plan
- Printed hand-out packets for field tour
- Meeting summaries (up to five), as well as notes from the field tour
- Stakeholder interview findings/summary

## **Task 6.2 Public Comment Tracking**

Consultant shall assist Prime Consultant and City with the collection and organization of public comments received during the Plan update. Specifically, Consultant shall develop an online form to solicit comments, and shall also prepare a comment record that can be used by the City to efficiently track all comments received and record City responses. Consultant shall assist City by recording comments into comment tracker as they are submitted to City by public. A Comment Summary Memorandum will detail the process and outcomes of the comment period, including themes of comments received and responses given.

### Assumptions

- Consultant shall prepare a print-ready notification document that City will print and mail to the public.
- The comment record will be prepared by Consultant using a software agreed upon by City (*e.g.*, Microsoft Excel).

### Deliverables

- Print-ready comment notification documents
- Online comment form
- Comment record
- Comment Summary Memorandum

## **Task 7. City Council Engagement**

Consultant shall support Prime Consultant and City staff while engaging the City Council throughout the development of the project, and in presenting the updated plan.

### **Task 7.1 City Council Study Sessions**

Consultant shall support Prime Consultant and City staff in engaging City Council through a series of study sessions. Study session discussions will provide regular briefings on the status of project development, briefings on topics of interest, and opportunities for Councilmembers to share perspectives for consideration by staff in their analyses, work with the Advisory Committee and draft plan development.

### Assumptions

- Consultant shall prepare for and attend up to four virtual study sessions, up to one hour each.

### Deliverables

- PowerPoint presentation with project and topic updates



### **Task 7.2 Presentation Support**

Consultant shall support the Prime Consultant and City staff while presenting the updated Plan to the City Council. Consultant shall support preparation and review of a PowerPoint presentation of the updated Plan and associated printed materials.

#### Assumptions

- Prime Consultant shall attend the City Council meeting in person in Bremerton.

#### Deliverables

- PowerPoint presentation summarizing the updated Plan

**Cost estimate**

<b>Staff</b>	Ryan Orth, Facilitator and Senior Advisor	Tay Stone, Outreach PM/Lead	Alex Cole, Facilitation Support	Graphic Design	Web Development	
<b>Fully Loaded Billing Rate</b>	\$238.00	\$144.00	\$128.00	\$168.00	\$151.00	
<b>TOTAL HOURS</b>	<b>115.0</b>	<b>102.0</b>	<b>85.0</b>	<b>16.0</b>	<b>2.0</b>	<b>320</b>
<b>TOTAL LABOR COST</b>	<b>\$27,370.00</b>	<b>\$14,688.00</b>	<b>\$10,880.00</b>	<b>\$2,688.00</b>	<b>\$302.00</b>	<b>\$55,928</b>
<b>TOTAL DIRECT COST</b>						<b>\$500</b>
<b>TOTAL</b>						<b>\$56,428</b>

<b>Task 1 Project management</b>							
<b>Total Hours</b>	13.0	35.0	0.0	0.0	0.0		<b>48</b>
<b>Total Labor</b>	\$3,094.00	\$5,040.00	\$0.00	\$0.00	\$0.00		<b>\$8,134</b>

<b>Task 4 Special Topics</b>							
<b>Total Hours</b>	6.0	16.0	2.0	0.0	0.0		<b>24</b>
<b>Total Labor</b>	\$1,428.00	\$2,304.00	\$256.00	\$0.00	\$0.00		<b>\$3,988</b>

<b>Task 6 Public Outreach</b>							
<b>Total Hours</b>	77.0	48.0	80.0	13.0	2.0		<b>220</b>
<b>Total Labor</b>	\$18,326.00	\$6,912.00	\$10,240.00	\$2,184.00	\$302.00		<b>\$37,964</b>

<b>Task 7 City Council Engagement</b>							
<b>Total Hours</b>	19.0	3.0	3.0	3.0	0.0		<b>28</b>
<b>Total Labor</b>	\$4,522.00	\$432.00	\$384.00	\$504.00	\$0.00		<b>\$5,842</b>

**Direct costs:** POV mileage, ferry fees, ad-hoc printing and meeting materials

# MASON, BRUCE AND GIRARD, INC.

## CITY OF BREMERTON UTILITY LAND MANAGEMENT PLAN UPDATE – FINANCIAL SUPPORT

The following scope of service has been developed to provide financial support to Mason, Bruce and Girard, Inc. (MBG) in evaluating the water rate impacts of alternative revenue sources and operating, staffing and capital costs identified in the Utility Land Management Plan Update. The services to be provided as part of this scope are described below.

### TASK PLAN

#### TASK 1 | PROJECT MANAGEMENT

##### 1.1 Project Setup and Kickoff

This task includes the administrative efforts involved with project initiation. Includes kickoff meeting preparation, meeting time and data request.

##### 1.2 Ongoing Project Management

Time includes ongoing management and billing.

#### TASK 2 | REFINE GOALS AND IDENTIFY CONSTRAINTS

No time included for FCS GROUP.

#### TASK 3 | UPDATE BASELINE INFORMATION

##### 3.1 Field Evaluation and Resource Assessment

This task includes review of existing financial plans and documents. Identify existing revenue, expenses and capital costs in budget and forecast.

##### 3.2 Resource Assessment Report

No time included for FCS GROUP.

## TASK 4 | SPECIAL TOPICS

### Financial Analysis/Rate Impacts

The financial analysis will use the 2022 water utility financial plan developed for the City as the baseline document (includes the 2023 budget). All key assumptions (inflation rates, growth, current utility revenue and budget figures) will remain unchanged with the exception of those revenue, operating costs, staffing expenses and capital costs identified in the Land Management Plan Update. Up to four (4) scenarios will be evaluated analyzing the water rate impact of changes in revenue (including carbon credit sales), expenses, capital costs, funding alternatives and/or others identified by the City or project team.

### Memorandum of Findings – Finance Special Topics

Prepare a memorandum documenting the financial analysis and water rate impact of the selected alternatives.

## TASK 5 | UPDATE UTILITY LAND MANAGEMENT PLAN

No time included for FCS GROUP.

## TASK 6 | PUBLIC OUTREACH

### 6.1 Advisory Committee Facilitation

Support committee work with development of financial content (materials/slides) for meeting.

### 6.2 Public Comment Tracking

Provide content/support answering financial/rate specific questions.

### 6.3 Presentation Support

Support City staff preparing presentation and answering City Council questions.

# BUDGET

The total proposed level of effort to provide financial support for the Utility Land Management Plan Update is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget.

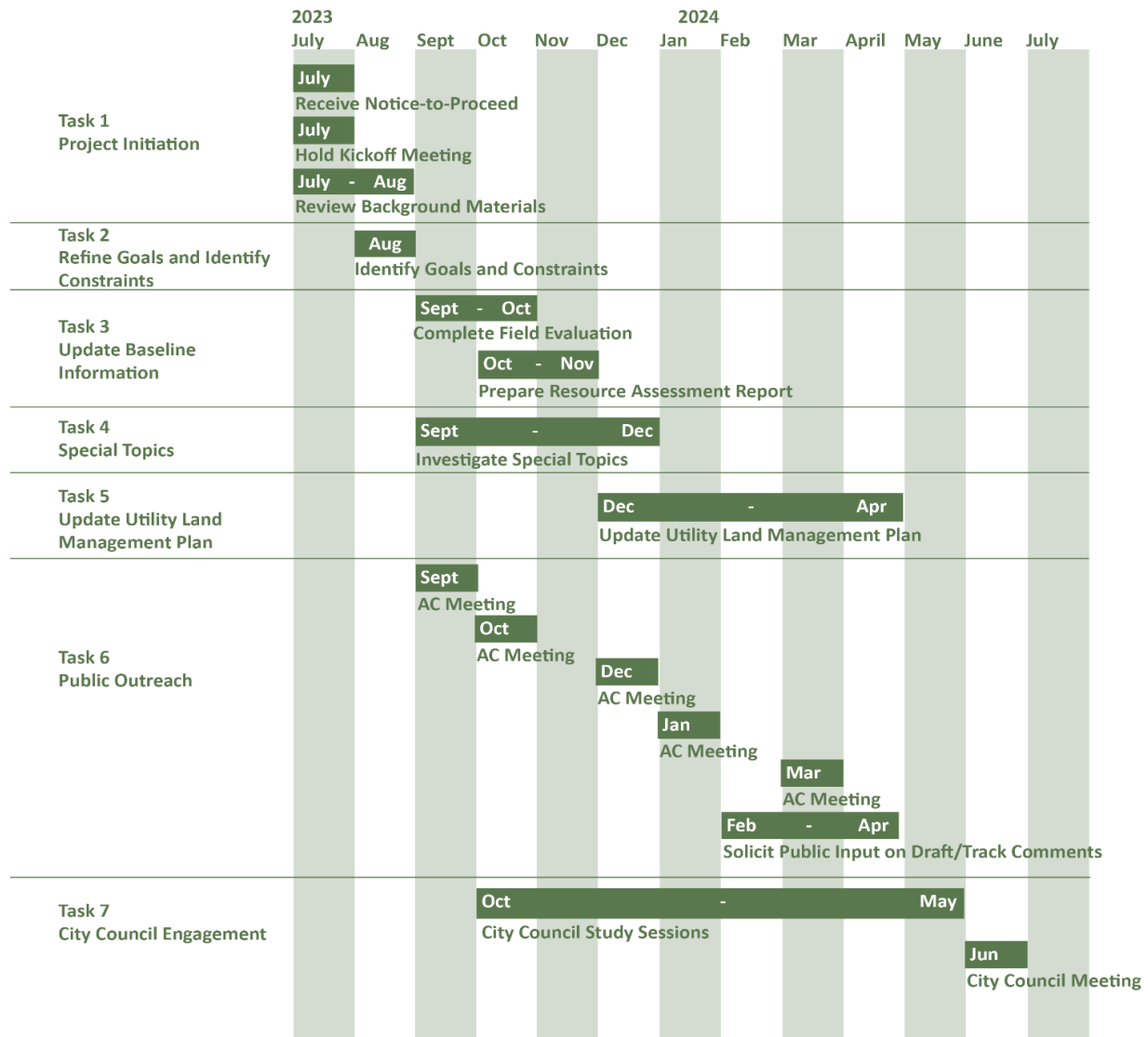
TASK	TOTAL
Task 1   Project Management	
1.1 Project Setup and Kickoff	\$ 1,560
1.2 Ongoing Project Management	590
Task 2   Refine Goals and Identify Constraints	-
Task 3   Update Baseline Information	
3.1 Field Evaluation and Resource Assessment	590
3.2 Resource Assessment Report	-
Task 4   Special Topics	
- Financial Analysis/Rate Impacts	6,590
- Memorandum of Findings - Financial	3,180
Task 5   Update Utility Land Management Plan	-
Task 6   Public Outreach	
6.1 Advisory Committee Facilitation	
- Financial Analysis Material/slides	1,180
6.2 Public Comment Tracking	
- Address financial/rate specific comments	1,180
6.3 Presentation Support	590
<b>TOTAL BUDGET</b>	<b>\$ 15,460</b>

# EXHIBIT B WORK SCHEDULE

## Schedule

The project tasks described above will overlap to some extent. The City has developed an approximate timeline for reaching project milestones (see below). This schedule may be modified and refined during the course of the project in coordination with the City PM.

### Schedule for City of Bremerton Utility Land Management Plan Update



5/24/2023  
 City of Bremerton Updated Utility & Forest Land Management Plan  
 Updated Estimate

TASK			Consultant					Total Hours	Task Total	
			Project Manager	Senior Forester	Field Forester/Biologist	GIS Analyst	Administrative Assistant			
<b>Task 1</b>	<b>Project Management</b>		<b>62</b>	<b>12</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>86</b>	<b>\$ 14,478</b>	
	Task 1.1	Project Setup and Kickoff	10	6	0	4	2	22	\$ 3,430	
	Task 1.2	Ongoing Project Management	52	6	0	0	6	64	\$ 11,048	
<b>Task 2</b>	<b>Identify Goals and Constraints</b>		<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$ 2,130</b>	
<b>Task 3</b>	<b>Update Baseline Information</b>		<b>30</b>	<b>64</b>	<b>72</b>	<b>40</b>	<b>12</b>	<b>218</b>	<b>\$ 28,326</b>	
	Task 3.1	Field Evaluations and Resource Assessment	20	38	40	20	6	124	\$ 16,488	
	Task 3.2	Resource Assessment Report	10	26	32	20	6	94	\$ 11,838	
<b>Task 4</b>	<b>Special Topics</b>		<b>32</b>	<b>43</b>	<b>80</b>	<b>16</b>	<b>8</b>	<b>179</b>	<b>\$ 23,070</b>	
<b>Task 5</b>	<b>Update Utility Land Management Plan</b>		<b>48</b>	<b>48</b>	<b>32</b>	<b>32</b>	<b>6</b>	<b>166</b>	<b>\$ 23,880</b>	
<b>Task 6</b>	<b>Public Outreach</b>		<b>62</b>	<b>54</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>134</b>	<b>\$ 22,558</b>	
	Task 6.1	Advisory Committee Facilitation	40	40	0	12	0	92	\$ 15,472	
	Task 6.2	Public Comment Tracking	8	8	0	0	0	16	\$ 2,840	
	Task 6.3	Presentation Support	14	6	0	6	0	26	\$ 4,246	
<b>Task 7</b>	<b>City Council Engagement</b>		<b>24</b>	<b>16</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>46</b>	<b>\$ 7,796</b>	
	Task 7.1	City Council Study Sessions	10	10	0	0	0	20	\$ 3,550	
	Task 7.2	Presentation Support	14	6	0	6	0	26	\$ 4,246	
TOTAL HOURS			264	243	184	116	34	795		
HOURLY RATE			\$185	\$170	\$95	\$106	\$68			
TOTAL FEES			\$48,840	\$41,310	\$17,480	\$12,296	\$2,312		\$ 122,238	
<b>EXPENSES</b>										
<b>Task 1 (Project Management)</b>										
<i>FCS Group</i>										
	Project initiation and kickoff								\$	1,560
	Ongoing PM								\$	590
<i>Enviroissues</i>										
	Project initiation, kickoff, ongoing PM								\$	8,134
<b>Task 2</b>										
<b>Task 3</b>										
<i>MB&amp;G (or inventory sub) for 3.1</i>										
	Outsourced inventory cruise to a sub								\$	30,000
	300 hours of cruising time (600 plots, 14 plots per day; assume \$50 per plot)									
<i>MB&amp;G field work (QA/QC, check layout, etc.)</i>										
	Mobile GPS Unit (\$50/day)								\$	150
	Hotel (\$96/night); 1 staff, 2 overnights each								\$	192
	Per Diem (\$59 GSA regular; 3 days)								\$	177
	Mileage (0.85/mi; 410 round per person, 2 round trips each; plus extra 60 to move around site)								\$	740
<i>FCS Group</i>										
	Review existing financial plans and documents								\$	590
<b>Task 4 (Special Topics)</b>										
<i>MB&amp;G field work (1 staff, 2 nights)</i>										
	Mobile GPS Unit (\$50/day)								\$	150
	Hotel (\$96/night); 1 staff, 2 overnights each								\$	192
	Per Diem (\$59 GSA regular; 3 days)								\$	177

Mileage (0.85/mi; 410 round per person, 2 round trips each; plus extra 60 to move around site)	\$	740
<i>FCS Group</i>		
Finance special topics analysis	\$	6,590
Memorandum	\$	3,180
<i>Enviroissues</i>		
Evaluate two issues: adjacent land use, proposed trail; prep summary memoranda	\$	3,988
<b>Task 5</b>		
Heavy reliance on Tasks 3 and 4		
<b>Task 6 (Public Outreach)</b>		
<i>Enviroissues</i>		
Tasks 6.1-6.2 combined	\$	37,964
direct costs	\$	500
<b>Task 6.1 (Advisory Committee Facilitation)</b>		
<i>MB&amp;G</i>		
Hotel (\$96/night); 2 staff, 2 overnights (1 AC meeting, 1 field tour)	\$	384
Per Diem (\$44.25 first and last day travel)	\$	354
Mileage (0.85/mi; 410 round per person, 2 people); 2 trips	\$	1,394
<i>FCS Group</i>		
Develop financial content (materials/slides) for meeting	\$	1,180
<b>Task 6.2 (Public Comment Tracking)</b>		
<i>FCS Group</i>		
Provide content/support answering financial/rate specific questions	\$	1,180
<b>Task 7.1 City Council Study Sessions</b>		
<i>MB&amp;G</i>		
(all labor)		
<b>Task 7.2 (Presentation Support)</b>		
<i>MB&amp;G</i>		
Hotel (\$96/night); 2 staff, one overnight	\$	192
Per Diem (\$44.25 first and last day travel)	\$	177
Mileage (0.85/mi; 410 round per person, 2 people)	\$	697
<i>Enviroissues</i>		
Tasks 7.1-7.2 combined	\$	5,842
<i>FCS Group</i>		
Support City staff: prep presentation and answer Council questions	\$	590
<b>Task 8 Directed Services</b>	\$	5,000
MB&G Subtotal	\$	5,715
Inventory Cruise Subtotal	\$	30,000
FCS Group Subtotal	\$	15,460
Enviroissues Subtotal	\$	56,428
<b>Expenses Subtotal</b>	\$	112,603
<b>TOTAL NON-CONTINGENCY NOT-TO-EXCEED LABOR and EXPENSES</b>		<b>\$ 234,841</b>



## **Assumptions**

### **Task 1.**

#### **1.1**

Project set-up and kick-off

#### **1.2**

(25) bi-weekly meetings are 1/2 hr long and notes take 1/2 hr to prep

2hrs for invoicing each month (24)

6 internal meetings (1 hr each)

### **Task 2. Refine Goals and Identify Constraints**

Time for 2 internal virtual meetings with City staff

### **Task 3. Update Baseline**

Cruise possibly outsourced and accounted for above: 300 hours of cruising time (600 plots, 14 plots per day);

~40 days of field time; complete with two cruisers in 20 field days (4 weeks), 5-day stints of 8-hr days, plus 4 round trips each cruiser

170 hrs to process inventory (reduced by assumption that City will help with GIS: 16 hrs)

116hrs to complete assessment and prep Resource Assessment Report

### **Task 4. Special Topics**

Each topic will require 40 hrs to research and gather information (7 topics listed; 280 hrs)

Reduced MBG time by 120 hrs since FCS will handle 1 topic, and Enviroissues will handle 2 topics; MBG to handle ~5 (200hrs)

Report will require an additional 24 hrs to prepare

QAQC review time is included in task

### **Task 5. Update ULMP**

reduced LOE

### **Task 6. Public Outreach**

#### **6.1**

scoped at 5 meetings

1 will be in person, 4 virtual (takes ~4hrs one way to travel)

2 people from MB&G attend each meeting; PM and lead forester

16 hrs (8PM/8 forester) to prep presentation for each meeting, 2 hrs for meeting, 3 GIS hours for maps/figs for presentation

PM and lead forester will attend field visit; travel up the night before

#### **6.2**

Mostly handled by Enviroissues; some MBG time to help City address comments

### **Task 7. City Council Engagement**

#### **7.1 City Council Study Sessions**

scoped at 4 1-hr-long sessions attended virtually

2 people from MB&G attend each meeting; PM and lead forester

2 hrs to prep for each meeting (8 Pm, 8 forester)

#### **7.2 Presentation Support**

PM and lead forester will attend City Council meeting in person

Assited by Enviroissues so reduced MBG time to 24 hours to prep PowerPoint for presentation

assume 1 overnight stay

round trip travel is 8 hrs each, plus meeting time (12 hr day)

### **Task 8 Directed Services**

Services as directed by the City that arise as the project evolves. Requires written direction from City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JD Fulwiler & Co., Insurance 5727 S Macadam Ave. Portland OR 97239	<b>CONTACT NAME:</b> Cindy Mohr <b>PHONE (A/C, No, Ext):</b> 503-977-5643 <b>E-MAIL ADDRESS:</b> cmohr@jdfulwiler.com	<b>FAX (A/C, No):</b> 503-977-5843	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Mason Bruce & Girard, Inc. 707 SW Washington, Suite 1300 Portland OR 97205	<b>INSURER A :</b> Federal Insurance Co		20281
	<b>INSURER B :</b> Travelers Casualty Insurance Company of America		19046
	<b>INSURER C :</b> The Hartford		
	<b>INSURER D :</b> Great Northern Insurance Co		20303
	<b>INSURER E :</b> Underwriters at Lloyds of London		15642
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1821282114

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	36061706	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73612935	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto PD Deds \$ 500/1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			78195468	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52WECPI7230	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B E	Professional Liability Cyber Liability			106620746 W34B7723101	11/1/2022 4/16/2023	11/1/2023 4/16/2024	Aggregate Each Claim \$ 5,000,000 \$1M Breach Response \$1M Policy Agg.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excess Umbrella: 75119C221ALI 1/1/23-1/1/24 Aggregate: 5,000,000 Each Occurrence: \$5,000,000  
 Crime/Fidelity \$5,000,000 Limit; Fiduciary Liability \$5,000,000 Travelers Insurance Company 107198509 1/1/2023 - 1/1/24  
 OR Work Comp policy # 487388 1/1/23 - 1/1/24 Each Occurrence: 500,000

The City of Bremerton, its officers, officials, employees, agents and volunteers are included as Additional Insureds as respects operations of the Named Insured subject to policy terms, conditions, and exclusions per attached form. Coverage is Primary/Non-Contributory and Waiver of Subrogation in favor of City of Bremerton applies per attached form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bremerton  
 345 6th Street, Suite 100  
 Bremerton WA 98339

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Conditions**

(continued)

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

---

**Endorsement**

*Policy Period*                    JANUARY 1, 2023 TO JANUARY 1, 2024  
*Effective Date*                    JANUARY 1, 2023  
*Policy Number*                    3606-17-06 PTL  
*Insured*                                MASON BRUCE & GIRARD INC  
  
*Name of Company*                GREAT NORTHERN INSURANCE COMPANY  
  
*Date Issued*                        JANUARY 19, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
 Scheduled Person  
 Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

---

**Liability Endorsement**  
*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

**Authorized Representative**



NON-DISCLOSURE AGREEMENT

The City of Bremerton and Mason, Bruce & Girard agree as follows:

1. In order for Mason, Bruce & Girard to assist with the update to the City of Bremerton Utility Land Comprehensive plan, the City of Bremerton will provide access to the following information to Mason, Bruce & Girard, and its subcontractors:
  1. City of Bremerton Watershed Road Map
  2. 2006 Forest Land Management Analysis for the City of Bremerton Department of Public Works and Utilities
  3. Appendix A: City of Bremerton Watershed Fire Response Map
  4. Forest Health Assessment and Forest Management Practices Recommendations (University of Washington, 2019)
  5. Volume I, Utility Land Management Plan (1996)
  6. Volume II, Forest Management Plan (1996)
  7. 10 Year Guidelines Analysis for Sustainability of Timber Harvest (2016)
  8. City of Bremerton Integrated Vegetation Management Plan (2022)
  9. Water System Plan (2023)
  
2. City of Bremerton will provide access to the information to Mason, Bruce & Girard to facilitate the Utility Land plan update under the following terms and conditions:
  - a. Mason, Bruce & Girard shall enter into a Non-Disclosure Agreement with the City of Bremerton and agree to be bound by its terms relating to the City of Bremerton Watershed and Utility Lands and related information.
  
3. Mason, Bruce & Girard, and its subcontractors will not further disclose information relating to the City of Bremerton Watershed and Utility Lands unless:
  - a. The information becomes known to the public without the fault of Mason, Bruce & Girard, or its subcontractors EnviroIssues and FCS Group.
  - b. The information is disclosed publicly by the City of Bremerton; or
  - c. Required by law to disclose the information.
  
4. In the event of a breach of this Agreement by Mason, Bruce & Girard, the City shall be entitled to pursue any remedy now or hereafter available to under the law.

The undersigned hereby represent and warrant that they have the authority and are authorized to execute this Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF BREMERTON

MASON, BRUCE & GIRARD

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# Project to Update the City of Bremerton Utility and Forest Land Management Plan



# Lead Consulting Firm



**Project Manager: Wendy Wente, Ph.D.**

## CAREER SUMMARY

- 29 years of experience in public and private sectors
- Joined MB&G in 2005

## EXPERTISE

- Certified Senior Ecologist
- Complex project management
- Extensive experience with public presentation



**Lead Forester: Brent Keller**

## CAREER SUMMARY

- 30 years of experience, 25 years at MB&G

## EXPERTISE

- Forestland management for municipal watersheds
- Extensive experience with all aspects of forestland management



# Supporting Team

## Public Engagement and Facilitation:



### Ryan Orth, Senior Associate

#### CAREER SUMMARY

- 20 years facilitation, public engagement and communications consulting
- Joined EnviroIssues in 2006
- Experience working in communities across Puget Sound and Washington state

#### EXPERTISE

- Multi-stakeholder process design and facilitation
- Community engagement planning and implementation
- Strategic communications and messaging, public information materials

# Supporting Team

## Financial Assessment Support:



### Angie Sanchez Virnoche, Principal

#### CAREER SUMMARY

- 30 years (since 1993) professional municipal rate and fee consulting experience
- Joined FCS GROUP in 2006
- Project experience with City of Bremerton since 2012

#### EXPERTISE

- Cost-of-Service Utility Rate Studies (Water, Sewer, Stormwater, Solid Waste and Electric)
- Fiscal Policy Development
- Comprehensive and Master Plan Financial Chapters
- Multi-year Financial Planning

# Scoped Tasks: Overview

- Task 1. Project Management
- Task 2. Refine Goals and Identify Constraints
- Task 3. Update Baseline Information
- Task 4. Special Topics
- Task 5. Update Utility Land Management Plan
- Task 6. Public Outreach
- Task 7. City Council Engagement
- Task 8. Directed Services



# Primary Goals of the Project

- Refine Plan Goals and Identify Constraints
- Complete a Field Evaluation and Assess Resources
- Review Special Topics and Apply Best Available Science
- Update the Plan

*Complete the Project with Robust Public Involvement*



# Task 1. Project Management

- Project kickoff and regular check-in meetings
- Schedule and deliverable management
- Quality control reviews
- Staff management
- Coordination with sub-consultants
- Invoicing and contract management



Wendy Wente, MB&G Prime Consultant  
Overall Project PM



Ryan Orth  
Enviroissues PM



Angie Sanchez Virnoche  
FCS Group PM

# Task 2. Refine Goals and Identify Constraints

- Use the 1996 Goals as a starting point to develop modern goals for this project.

*The Union River Basin will be managed to maintain the unfiltered water source status in conjunction with maintaining the forest health.*

*The Other Utility Lands shall be managed with the protection of surface waters for filtered water resource and protection of groundwater, in conjunction with maintaining forest health and generating revenue from timber harvest.*

# Task 3. Update Baseline Information

## Task 3.1 Field Evaluations and Resource Assessment

- Review and update existing baseline information
- Complete timber cruise and stand-based inventory
- Watershed assessment of forested lands
- Identify and map resources

## Task 3.2 Resource Assessment Report

- Document the results of the assessment



# Task 4. Special Topics



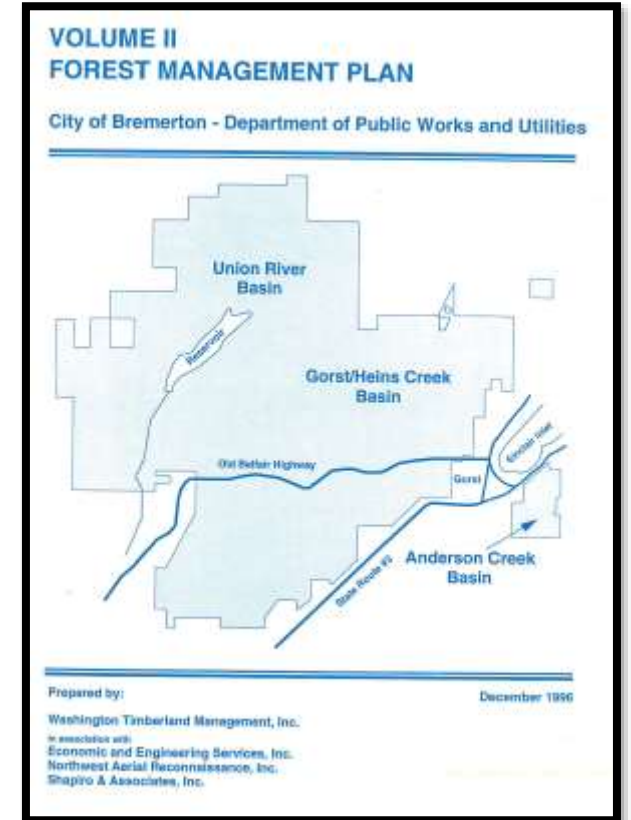
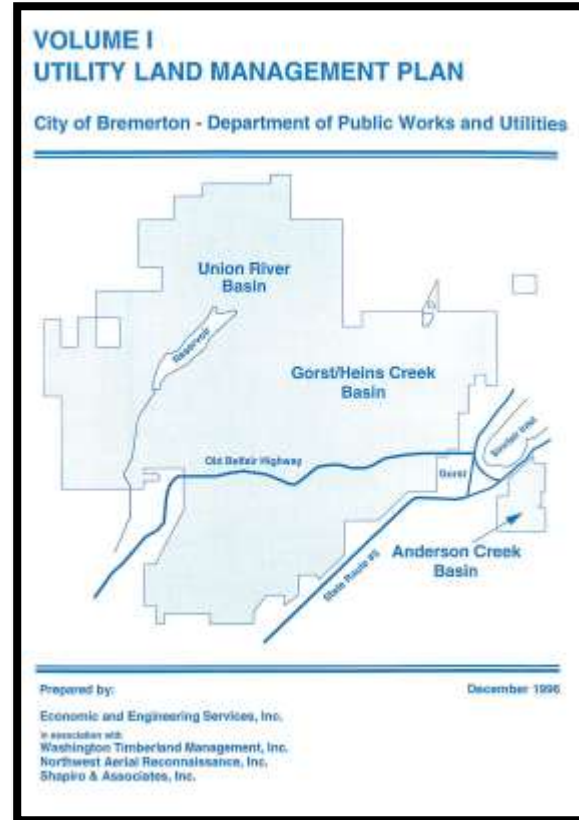
- Security
- Adjacent land use and potential conflicts
- Evaluate impacts and required mitigation for proposed Jarstad Park to Kitsap Lake Trail
- Sustainable timber harvest alternatives and associated revenue and water rate impacts
- Potential revenue generation via carbon credits and water rate impacts
- 20-yr forestry asset capital improvement plan
- Staffing level evaluation



# Task 5. Update Utility Land Management Plan

## Five Key Components

- Goals and Objectives
- Existing Conditions
- Utility Land Security
- Management Practices
- Implementation Plan
- Capital Improvement Plan



# Task 6. Public Outreach

## Task 6.1 Advisory Committee Facilitation

- 5 meetings and 1 field tour

## Task 6.2 Public Comment Tracking

- Public engagement through online forum



# Task 7. City Council Engagement

Task 7.1 City Council Study Sessions focusing on:

- Water utility
- Forestry management
- Finance
- Other Land Uses

Task 7.2 Presentation Support

- Final Plan presentation to City Council for approval

# Task 8. Directed Services

Provide additional services as directed by the City



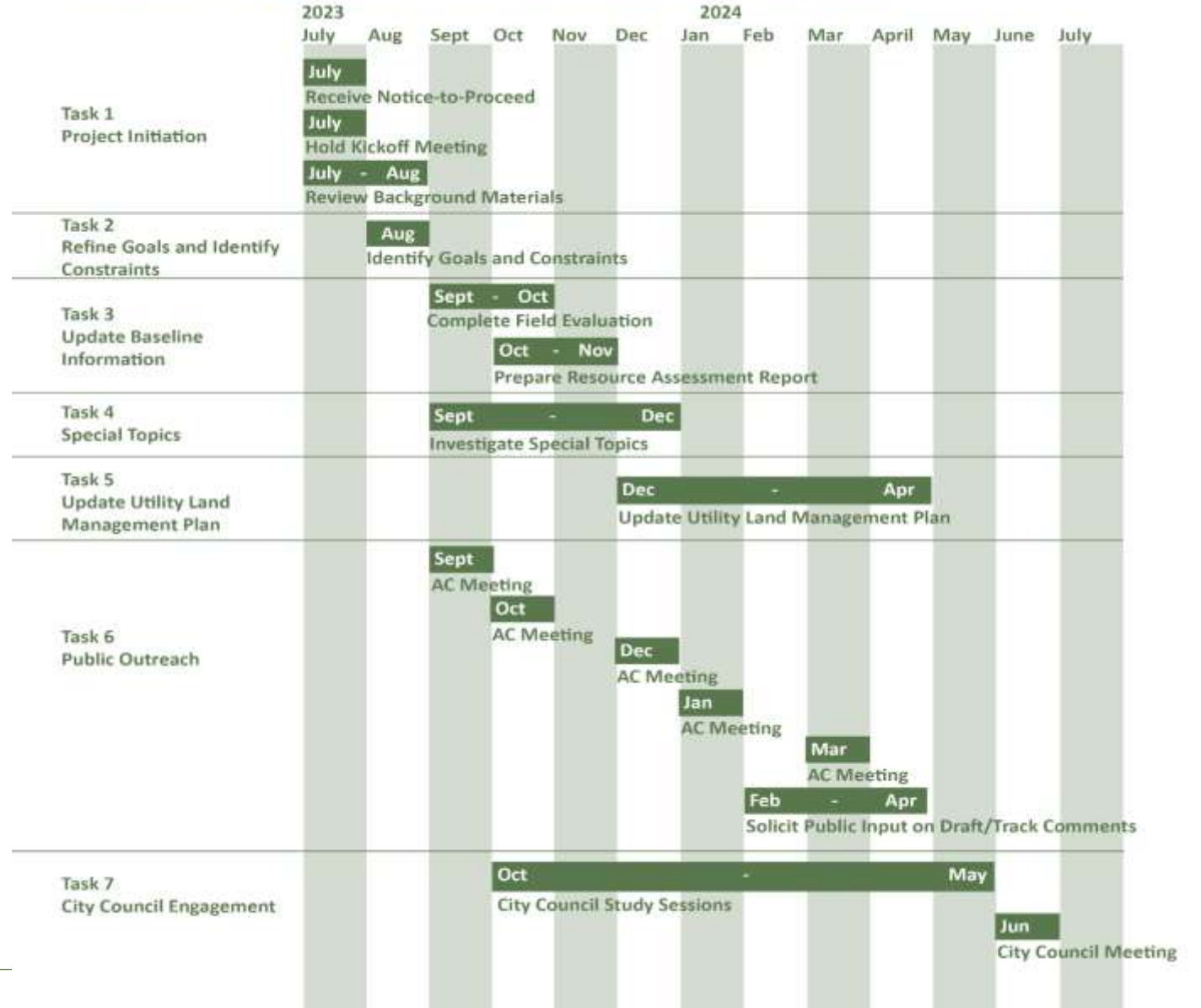
# Project Budget

Task 1. Project Management	\$24,762
Task 2. Refine Goals and Identify Constraints	\$2,130
Task 3. Update Baseline Information	\$60,175
Task 4. Special Topics	\$38,087
Task 5. Update Utility Land Management Plan	\$23,880
Task 6. Public Outreach	\$65,514
Task 7. City Council Engagement	\$15,294
Task 8. Directed Services	\$5,000
<b>Total Labor &amp; Expenses</b>	<b>\$234,841</b>

# Project Schedule



Schedule for City of Bremerton Utility Land Management Plan Update



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4E**

**SUBJECT:**

Ordinance No. 5480 to amend BMC Chapter 5.36 entitled "Special Events"

Study Session Date: July 12, 2023

COUNCIL MEETING Date: July 19, 2023

Department: DCD

Presenter: Justin Rowland

Phone: (360) 473-5279

**SUMMARY:**

The action before Council is make amendments to the Special Events Code (BMC Title 5.36); the proposed amendments are largely clerical.

The following list are new additions to the Special Events Code:

- Definitions
- Exemptions from the special event permit process
- Special Event Permit timelines
- Reference to the BMC provisions for code enforcement

The following list summarizes the Code updates that are minor updates and clarify existing language:

- Insurance requirements have been updated
- Clarification that First Amendment activities are exempt from permit requirements and adds language that allows for free speech activities to electively choose a to obtain a permit free of charge.

This item was presented to the Council's Public Safety Committee on June 1, 2023 and there was consensus to move these amendments forward.

**ATTACHMENTS:**

Ordinance No. 5480

**FISCAL IMPACTS (Include Budgeted Amount):** None

**STUDY SESSION AGENDA:**             Limited Presentation         Full Presentation

**STUDY SESSION ACTION:**     Consent Agenda         General Business         Public Hearing

**RECOMMENDED MOTION:**

Move to pass Ordinance No. 5480 to amend Bremerton Municipal Code Chapter 36 Title 5 related to Special Events.

**COUNCIL ACTION:**     Approve         Deny         Table         Continue         No Action

**ORDINANCE NO. 5480**

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Chapter 5.36 of the Bremerton Municipal Code entitled “Special Events”.

WHEREAS, the City adopted its first special events code in 1907 under Ordinance 200; and

WHEREAS, the City repealed Ordinance 200 and established new license standards and fees for special events in 1986 under Ordinance 4046; and

WHEREAS, the City has amended standards and requirements established in Ordinance 4046 since adoption; and

WHEREAS, the City desires to amend Chapter 5.36 of the Bremerton Municipal Code to update provisions relating to special event regulatory licenses; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5.36 of the Bremerton Municipal Code entitled "Special Events" is hereby amended to read as follows:

**Chapter 5.36  
SPECIAL EVENTS**

**~~5.36.010 — LICENSE REQUIRED~~**

~~No person, firm, company, or corporation shall run, manage, operate, or conduct any circus, parade, carnival games/rides, street fairs, sidewalk sales, or other promotional activity within the City without first obtaining a regulatory license in addition to a general business license issued under Chapter 5.02 BMC. Applications for regulatory licenses shall be filed with the Tax and License Division of the Department of Community Development.~~

**~~5.36.020 — LICENSE TERMS.~~**

~~The City reserves the right to charge any sponsor of a special event direct costs incurred by the City as a result of the event. Such costs may include the cost of barricading streets, plan reviews, or public safety involvement.~~

**~~5.36.050 — SPONSOR TO PROVIDE VENDOR LIST.~~**

~~The sponsor of the event will provide the Director of Community Development or designee with a list of all participating vendors at least three (3) days prior to the event.~~

**~~5.36.060 — USE OF CITY STREETS AND SIDEWALKS.~~**

~~No person, firm, company, or corporation shall run, manage, operate, or conduct sidewalk sales, business activities or special events of any nature upon any sidewalk, street, highway, alley~~



or other public property within the City, unless such activity is for the general public welfare and benefit.

~~5.36.070 COMPLIANCE WITH OTHER PROVISIONS~~

~~No license shall be issued to any person, firm, company or corporation to run, operate, conduct or manage any show, exhibition, game or other special event within the City which is in violation of any ordinance of the City or statute of the State of Washington.~~

~~5.36.075 INSURANCE REQUIRED.~~

~~Any person, firm, company, or corporation receiving a license pursuant to this chapter shall provide a certificate of insurance with minimum liability coverage of five hundred thousand dollars (\$500,000) combined single limit bodily injury and property damage, including products liability if food and/or beverage vending is part of the special event or public amusement. The certificate of insurance shall name the City as an additional insured if the license is for an event held on City property.~~

~~5.36.080 NEIGHBORHOOD BLOCK PARTY EXEMPTION~~

~~Neighborhood block parties are exempt from having to apply for and obtain a special event permit. However, in the event a neighborhood block party will require a street closure, an application for street closure must be applied for using the form and process similar to that used for street closures for special events and with such terms and conditions as established by the Director of Public Works and Utilities or designee ("Director"). The granting of a street closure is subject to the discretion of the Director. For the purpose of this section, neighborhood block party is defined as follows: Neighborhood block parties provide opportunities to connect with neighbors, celebrate, work on common projects, and strengthen community relationships. These events are held and attended by people living in the neighborhood surrounding the street; they are not intended to be open to the general public.~~

5.36.010 PURPOSE.

It is expressly the purpose of this chapter to regulate and permit certain activities which may affect public health, safety and/or the social well-being of the City and its residents. It is the goal of the City to help coordinate events that bring the community together so that they are conducted in a manner that protects public health, safety, and welfare.

5.36.020 DEFINITIONS.

"Applicant" means a person or entity that applies for a special event permit.

"Commercial Filming Activities" means any commercial production of a film.

"Free Speech Activity" means an event to exercise First Amendment rights. Free speech activities can include but are not limited to rallies, marches, protests, and other demonstrations.

"Neighborhood Block Party" means an opportunity to connect with neighbors, celebrate, work on common projects, and strengthen community relationships. These events are held and attended by people living in the neighborhood surrounding the street; they are not intended to be open to the general public.

"Promotional Activity" means an event or series of events to attract potential consumers to purchase goods or services.

“Special Event” means an otherwise unpermitted organized formation of an activity including but not limited to a parade, fun run, foot or bicycle race, fundraising walk, bike-a-thon, car show, carnival, street fair, show, exhibition, sporting event, stunt, fair, auction, circus, or any similar event, promotional activity, activity, function or occurrence that:

(a) Makes special use of city streets, alleys, sidewalks, parks, parking lots, grounds, facilities, waterways, or other city property;

(b) Significantly impacts the health, safety or welfare of the public;

(c) Obstructs vehicular or pedestrian traffic or has significant noise or visual impacts;

(d) Significantly impacts the quiet use and enjoyment of real property; or

(e) Makes use of city services or resources.

“Special Event Permit” means a regulatory license per Chapter 5.03 BMC for special events issued by the Department of Community Development.

“Significant impact or variations thereof” means an effect or consequence that is more intense than, or exceeds, that which is normal, typical or customary in a particular context. The context may vary with the physical setting. Intensity depends on the magnitude and duration of an impact.

“Sponsor” means a person, organization, company, nonprofit, or corporation managing, running, operating, or conducting a special event and has the authority to do so.

#### **5.36.030 LICENSE – REQUIRED AND TERMS.**

(a) No person, firm, company, or corporation shall run, manage, operate, or conduct a Special Event within the City without first obtaining a Special Event Permit in addition to a general business license issued under Chapter 5.02 BMC.

(b) The City reserves the right to charge any sponsor of a special event direct costs incurred by the City as a result of the event. Such costs may include, but are not limited to, the cost of barricading streets, plan reviews, or public safety involvement.

(c) Conditions such as hours of operation, sanitation, and others may be imposed as conditions of approval if it is found they are necessary to mitigate identifiable adverse impacts.

(d) A Promotional Activity with temporary merchants or mobile food vendors, as defined in Chapter 5.16.010, that do not have a current City business license may apply for a special event permit in lieu of individual business licenses. The sponsor must provide a list of all participating vendors per the regulations of this chapter.

#### **5.36.035 LICENSE – EXPIRATION AND LIMITS.**

(a) Special Event Permits shall expire the day after the last scheduled day of the event listed on the application or on December 31 of the calendar year for special events that are held multiple times throughout the year.

(b) No special event may operate more than fourteen (14) cumulative days in any calendar year.

#### **5.36.040 EXEMPTIONS.**

(a) An exemption from a Special Event Permit is not an exemption from other approvals that may be required for the closure of roads or the exclusive use of City parks or facilities. This section does not preclude any exempt event from applying for a special event permit as an optional process for the use of City services, facilities/property, or resources.

(b) Neighborhood block parties are exempt from having to apply for and obtain a Special Event Permit. However, in the event a neighborhood block party will require a street closure, an application for street closure must be applied for using the form and process similar to that used for street closures for special events and with such terms and conditions as established by the Director of Public Works and Utilities or designee (“Director”). The granting of a street closure is subject to the discretion of the Director.

(c) Free Speech Activities are exempt from obtaining a Special Event Permit. If a Free Speech Activity electively pursues a Special Event Permit, it shall be processed promptly, without the charge of fee, or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of the applicant(s) and the public. If a Free Speech Activity is hosting a commercial component, such as but not limited to, vendors tabling information or actively selling goods or services, a Special Event Permit is required for the commercial component.

(d) Farmers Markets are exempt from Special Event Permits when:

(1) The event is a “Qualifying farmers market” as defined per RCW 66.24.170(5)(g)(i) and only exempt goods are being sold per RCW 36.71.090; or

(2) A Farmers Market is held at a City park or facility and has entered into a Use Agreement with the City.

(e) A Special Event may be exempted from a Special Event Permit at the discretion of the Director of Community Development.

#### **5.36.050 COMMERCIAL FILM ACTIVITIES.**

Commercial Film activities require a Special Event Permit except when one of the following are true:

(a) Filming is part of an already approved Special Event Permit; or

(b) When all of the following are true:

(1) There will be no obstruction of vehicular or pedestrian traffic;

(2) There will be no significant noise or visual impact;

(3) The filming does not make special use of City services or resources;

(4) A City of Bremerton Business License is obtained prior to filming.

#### **5.36.060 SPONSOR TO PROVIDE VENDOR LIST.**

The sponsor of the event will provide the Director of Community Development or designee with a list of all participating vendors at least fourteen (14) days prior to the event. Additional insurance requirements may apply to certain vendors, i.e. inflatable amusement games, pyrotechnics, service of alcohol, etc.

#### **5.36.070 USE OF CITY STREETS AND SIDEWALKS.**

No person, firm, company, or corporation shall run, manage, operate, or conduct sidewalk sales, business activities or special events of any nature upon any sidewalk, street, highway, alley or other public property within the City, unless such activity is for the general public welfare and benefit.

#### **5.36.071 COMPLIANCE WITH OTHER PROVISIONS**

No permit shall be issued to any person, firm, company or corporation to run, operate, conduct or manage any show, exhibition, game or other special event within the City which is in violation of any ordinance of the City or statute of the State of Washington.

**5.36.075 INSURANCE REQUIRED.**

(a) Any person, firm, company, or corporation receiving a permit pursuant to this chapter shall provide a certificate of insurance with minimum liability coverage of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate, including products/completed operations coverage if food and/or beverage vending is part of the special event or public amusement. The certificate of insurance shall name the City as an additional insured using additional insured endorsement form at least as broad as Insurance Services Office, Inc (ISO) CG 20 12 or CG 20 26. The City, at its sole discretion, reserves the right to require higher minimum limits of general liability insurance as well as different types of insurance depending on the elements of the event (i.e. drones, involving navigable waters, run/walk races, alcohol service, large crowds, pyrotechnics, etc.)

(b) Any person, firm, company, or corporation receiving a permit pursuant to this chapter shall agree to indemnify, defend and hold the City, its officers, employees, volunteers and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's sole negligence.

**5.36.080 VIOLATIONS AND ENFORCEMENT.**

Any person, firm, company, or corporation that is found to be operating a Special Event without obtaining a Special Event Permit according to this chapter, shall be subject to penalties per BMC 5.03.140. Non-conformance with this chapter and/or the conditions of the Special Event Permit justifies a revocation of the permit and/or denial of future applications under this chapter per BMC 5.03.060. A denial or revocation of the permit shall follow the procedures of BMC 5.03.070. Any revocation of a Special Event Permit shall take effect at midnight the date of issuance.

**SECTION 2. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**SECTION 3. Severability.** If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**SECTION 4. Effective Date.** This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

JEFF COUGHLIN, Council President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

\_\_\_\_\_  
KYLIE J. FINNELL, City Attorney

PUBLISHED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ORDINANCE NO. \_\_\_\_\_.

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4F**

**SUBJECT:**

Agreement with Capital Heating & Cooling, Inc. for the Bremerton Library Building HVAC Systems Project

Study Session Date: July 12, 2023

COUNCIL MEETING Date: July 19, 2023

Department: PW&U

Presenter: Chris Mottner

Phone: (360) 473-2316

**SUMMARY:**

The City advertised to construct the new HVAC Equipment and associated work for heating, cooling, and outside air ventilation, for the Martin Luther King Jr. Library Building on 05/30/23. Two bids were received. Low Bid was from Capital Heating and Cooling, Inc. of Lacey, WA. The Department requests approval of the bid award to Capital Heating & Cooling, Inc. in the bid amount of \$495,112.80.

**ATTACHMENTS:**

- 1) Bid Proposal from Capital Heating and Cooling, Inc.
- 2) Agreement
- 3) Bid Tabulation Form

**FISCAL IMPACTS (Include Budgeted Amount):**

Bid amount is \$495,112.80 including WA State Sales Tax. This project is included in the 2023 Capital Improvement Fund and is primarily funded by a \$400K legislative appropriation, with the balance from REET and the General Fund.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to award the contract with Capital Heating & Cooling, Inc. for the construction of the Bremerton Library Building HVAC Systems Project, and amend the budget to reflect the Project Contract amount and the additional proceeds from REET; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**     Approve     Deny     Table     Continue     No Action

# BID FORMS

## BID PROPOSAL

For lump sum project

### Bremerton Library Building HVAC Systems Project

**Form Instructions:** List the bid amount in dollars and cents in numerals. Low bid shall be based on TOTAL BID AMOUNT.

**NOTE 1:** Tax Rule 170 applies to this project. DO NOT INCLUDE SALES TAX IN BID ITEM 1: LUMP SUM BID AMOUNT.

**NOTE 2:** Bid Item 2 'Force Account for Minor Changes' is included in the contract for payment of authorized work changes. Payment from this bid item is permitted only when authorized in writing by the Owner.

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This lump sum bid amount shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Washington Division of Industrial Safety and Health Act (WISHA), and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefore shall be included in the prices named in the Bid Proposal for the various appurtenant items of work.

Bid Item 1: LUMP SUM BID AMOUNT (w/o sales tax): \$ 443,400.00

Bid Item 2: FORCE ACCOUNT FOR MINOR CHANGES: \$10,000.00

SUBTOTAL (Sum of Bid Item 1 and Bid Item 2): \$ 453,400.00

SALES TAX (9.2% OF SUBTOTAL) \$ 41,712.80

**TOTAL BID AMOUNT (Sum of SUBTOTAL and SALES TAX)**

\$ 495,112.80

## AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Capital Heating and Cooling, Inc. ("Contractor"), whose mailing address is 1218 Carpenter Road SE, Lacey WA 98503.

The parties agree as follows:

**1. CONTRACTOR SERVICES.** The Contractor shall perform the services for the City as described in the contract documents titled 'Bremerton Library Building HVAC Systems Project'. To include, but not be limited to installation of specified City of Bremerton purchased HVAC equipment and components for the new HVAC systems, dedicated outside air system, piping, connections, demolition, electrical, plumbing and all other associated system components as necessary for a complete, fully functional HVAC system with dedicated outside air system project and shall perform any changes in the work in accord with the Contract Documents.

**2. TIME OF COMPLETION and LIQUIDATED DAMAGES.** Contractor shall complete the work within **90 calendar days** from the date of issuance of the City's Notice to Proceed. CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of \$500 per calendar day after 90 calendar days until the date of Substantial Completion.

**3. COMPENSATION.** The City shall pay the Contractor not to exceed the total amount of \$ 495,112.80, which includes any applicable Washington State Sales Tax, for the work and services contemplated for The Martin Luther King Jr. Library Building in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a performance bond for the full contract amount to be in effect until thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due to the Contractor.

**4. INDEPENDENT CONTRACTOR.** Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure as its expense, compensation, unemployment compensation, and all other payroll deductions for the Contractor,



officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees, and sub-contractors.

5. **TERMINATION.** The City may terminate this agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of contract work.
- B. The Contractor's failure to complete the work within the time specified in this agreement.
- C. The Contractor's failure to make full and prompt payment to sub-contractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this agreement for good cause, the Contractor shall not receive any further monies due under this agreement until the Contract work is completed.

6. **PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Contractor will be required to pay Kitsap County prevailing wage rates current on the bid opening date. The Kitsap County rates are available at the Department of Labor and Industries website.

7. **CHANGES.** The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
  - 1. Immediately give a signed written notice of protest to the City;
  - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:

- a. The date of the Contract's protest.
- b. The nature and circumstances that caused the protest.
- c. The provisions in this agreement that support the protest.
- d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
- e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

- B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.
- C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Payment for Changes. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

**8. CLAIMS.** The Contractor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Contractor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Contractor's written claim must include the information set forth regarding protests in Section 7.A.2.a.-e.

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

Contractor must, in any event, file any claim or bring any suit arising from or connected with this agreement within 120 calendar days from the date the contract work is complete.

**9. WARRANTY.** The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the Contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

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

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

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

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

**11. INSURANCE.** The Contractor shall procure and maintain for the duration of this agreement insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, sub-consultants or sub-contractors.

Before beginning work on the project described in this agreement, the Contractor shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU);
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and

- D. Workers Compensation insurance as statutorily required by the Industrial Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Contractor's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Contractor to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City reserves the right to receive a certified copy of all the required insurance policies. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

## 12. MISCELLANEOUS.

- A. Equal Employment Opportunity Statement: It is the policy of the City of Bremerton to offer equal employment opportunity to all individuals. The City of Bremerton will administer all actions with respect to employment practices in compliance with federal, state and local laws, and will not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.
- B. ADA Statement: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services, and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.
- C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.
- D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use

in connection with the work.

- E. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- F. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Contractor under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.
- G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.
- H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise noted. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated on this agreement.
- I. Assignment. Any assignment of this agreement by the Contractor without the written consent of the City shall be void.
- J. Modification. No waiver, alteration, or modification of any of the provisions of this agreement be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- K. Severability. If any one or more sections, sub-sections, or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this agreement and the remainder shall remain in full force and effect.
- L. Entire Agreement. The written provisions and terms of this agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.
- M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.
- N. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal

proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

**IN WITNESS WHEREOF**, the parties below have executed this agreement.

CONTRACTOR

THE CITY OF BREMERTON

Print Name: Bill Schmidtke  
Title: President  
DATE: \_\_\_\_\_

Print Name: Greg Wheeler  
Title: Mayor  
DATE: \_\_\_\_\_

**Notices to be sent to:**

**Notices to be sent to:**

CONTRACTOR:

CITY OF BREMERTON:

Bill Schmidtke  
1218 Carpenter Road SE  
Lacey, WA 98503  
(360) 491-7450  
[Bill@capitalheatingandcooling.com](mailto:Bill@capitalheatingandcooling.com)

Chris Mottner  
100 Oyster Bay Avenue N.  
Bremerton, WA 98312  
(360) 473-2316  
(360) 473-5360 (facsimile)

APPROVED AS TO FORM:

\_\_\_\_\_  
Kylie J. Finnell  
Bremerton City Attorney

ATTEST:

\_\_\_\_\_  
Angela Hoover, City Clerk



**CITY OF BREMERTON  
 BID TABULATION SHEET**

Date Recorded: 6/22/2023  
 Project Name: Bremerton Library Building HVAC Systems Project #49125  
 Installation of specified City purchased HVAC equipment and components for heating and cooling capabilities, as well as a dedicated outside air system.  
 Project Description: Includes duct and piping demolitions and associated work.

No.	Bidder Name	Bidder Address	Bid Bond (Yes or No)	Bid Subtotal Amount	Sales Tax 9.2%	Total Bid Amount
1	CAPITAL HEATING	PO Box 3387 Lacey, WA. 98509	YES	\$ 453,400.00	41712.80	\$ 495,112.80
2	APEx MECHANICAL	1507 SE. ARROW BLD. BATTLEGROUND, WA. 98604	YES	\$ 1,127,000.00	103,684.00	\$ 1,230,684.00
3				\$		\$
4				\$		\$
5				\$		\$
6				\$		\$
7				\$		\$
8				\$		\$
9				\$		\$
10				\$		\$

Apparent Low Bidder: CAPITAL HEATING \$ 495,112.80  
 Second Low Bidder: APEx MECHANICAL \$ 1,230,684.00  
 Third Low Bidder: --- \$ ---  
 Engineer's Estimate: \$ 315,000.00

Bids Received By Date: 6/22/2023  
 Time: 10:00 AM  
 Sealed Bids Opened By: ANGELA MOOREHEAD - CITY CLERK  
 Bids Recorded By: CHRIS MONTMORL - INTERIM SENIOR MANAGER

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4G**

**SUBJECT:**

Professional Services Agreement with  
Kennedy Jenks for 2023 Wastewater  
Comprehensive Plan Update

Study Session Date: July 12, 2023  
COUNCIL MEETING Date: July 19, 2023  
Department: PW&U  
Presenter: Bill Davis  
Phone: (360) 473-2312

**SUMMARY:**

WAC 173-240-050 describes the requirements for comprehensive sewer plans that must be prepared and updated by local agencies to ensure current and future wastewater service to its customers. The City's most recent plan was completed in 2014 and the City updates the plan periodically (typically every 10 years). The City completed a consultant selection process and selected Kennedy Jenks to update the sewer plan. The fee for Kennedy Jenks services is \$638,507.

**ATTACHMENTS:**

Professional Services Agreement with Exhibits A, B, and C

**FISCAL IMPACTS (Include Budgeted Amount):**

This project is included in the 2023 and 2024 Wastewater CIP.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Professional Services Agreement between the City of Bremerton and Kennedy Jenks in the amount of \$638,507; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action



**PROFESSIONAL SERVICES AGREEMENT**  
**Wastewater Comprehensive Plan Update / #5884**

The City of Bremerton (“City”) and Kennedy Jenks (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 18, 2023, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

**II. Term:** The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay the Consultant an amount not to exceed \$638,507. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Consultant of its obligations under this Agreement.

**IV. Relationship of Parties:** Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field

of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

## **V. Indemnification:**

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

All required policies shall be provided on an “occurrence” basis except professional liability insurance (if required), which may be provided on a “claims-made” basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative

obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

In the event that the Consultant employs other consultants or contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-contractor meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

## **VII. General Conditions:**

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in Federal Way, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Use of Photographs and Images. Consultant shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Consultant or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

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

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Federal Way, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:

Notices to be sent to:

CITY:

CONSULTANT:

Attn: Angela Hoover  
City of Bremerton  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891

Attn: Andrew Perez  
Kennedy Jenks  
32001 32<sup>nd</sup> Ave S, Ste 100  
Federal Way, WA 98001

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

O. Assignment: Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

**VIII. Equal Employment Opportunity Statement:** In the hiring of employees for the performance of work under this Agreement, the Consultant, its subcontractors, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

**IX. ADA Statement:** The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

**X. Termination:** This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials,

equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

**XI. Suspension & Debarment.** For contracts involving Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

CONSULTANT:

**CITY OF BREMERTON**

**KENNEDY JENKS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Greg Wheeler

Print Name: Michael Lubovich

Its: Mayor

Its: Operations Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Kylie J. Finnell, Bremerton City Attorney

By: \_\_\_\_\_  
Angela Hoover, City Clerk

## EXHIBIT A – SCOPE OF SERVICES

### WASTEWATER COMPREHENSIVE PLAN UPDATE

May 18, 2023

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**Project Title: City of Bremerton Wastewater Comprehensive Plan Update**

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#### **Background**

The City of Bremerton (City) wishes to update their Wastewater Comprehensive Plan (WWCP) to identify, outline, and program collection system and wastewater treatment facility (WWTP) improvements for the next 20 years. The WWCP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City selected Kennedy Jenks (Consultant) to develop the WWCP update.

This scope of work consists of Engineering Services to perform the WWCP Update.



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## **Project 1 – Wastewater Comprehensive Plan Update**

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Consultant will develop a WWCP Update for submission and approval by Ecology. The WWCP will look at improvements across the entirety of the City’s wastewater system, including the collections system and the WWTP for a 20-year period beginning from 2023 to 2043.

### **Task 100 – Meetings and Workshops**

#### **Sub-Task 101: Meetings**

*Consultant Services:*

##### **City Kickoff Meeting**

Prepare for, attend, and facilitate a virtual kick-off meeting with City and design team members. The meeting is anticipated to have a 4-hour duration and will be attended by up to 3 design team members.

Client stakeholders, planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, workshops, key deliverable dates and milestones, and key technical issues shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **Business Risk and Vulnerability Assessment (BRVA) Results Meeting**

Prepare for, attend, and facilitate a virtual BRVA Results Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

##### **Collection System Model Planning Meeting**

Prepare for, attend, and facilitate a virtual Collection System Modeling Planning Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The focus areas of the Collection System model, including the Crosstown Pipeline, will be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **Collection System Analysis Review Meeting**

Prepare for, attend, and facilitate a virtual Collection System Review Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Results of Collection System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **WWTP System Analysis Review Meeting**

Prepare for, attend, and facilitate a virtual WWTP System Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Results of WWTP System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **Improvement Alternatives Analysis Meeting**

Prepare for, attend, and facilitate a virtual Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **Capital Improvement Plan Review Meeting**

Prepare for, attend, and facilitate a virtual Capital Improvement Plan Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff. Proposed Capital Improvement Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **Wastewater Comprehensive Plan Draft Review Meeting**

Prepare for, attend, and facilitate a virtual WWCP Update Draft Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The Draft WWCP Update shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

## **Sub-Task 102: Workshops**

*Consultant Services:*

### **BRVA Workshops**

Prepare for, attend, and facilitate twenty (20) hours of Business Risk and Vulnerability Assessment Workshops with City staff and design team members to include the City's Asset Manager. The workshop is anticipated to have a 4-hour duration each day and will be attended by up to 4 design team members.

### **Flow and Loads & Service Levels Workshop**

Prepare for, attend, and facilitate a virtual Flows and Loads & Service Levels Workshop with City staff and design team members. The meeting is anticipated to have a 3-hour duration and will be attended by up to 3 design team members.

Strategy for determining the WWTP influent flows and loads for the planning period as well as overall WWTP and collection system Service Levels shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **City Responsibilities:**

- Provide for City staff participation in all meetings and workshop. In addition to having the WWTP Manager and City Project Manager at each meeting/workshop, we request the following City staff:
  - WWTP Operations and Maintenance staff at BRVA Workshops

- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

***Assumptions:***

- All meetings will be conducted virtually.
- Two of the BRVA workshops will be help in-person in Bremerton at either City Hall or the WWTP.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 200 – Wastewater Comprehensive Plan**

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations, financial analysis, and a capital improvement plan development which will be used to prepare a wastewater comprehensive plan (WWCP) in accordance with WAC 173-240-050 for submission to Ecology.

**Sub Task 201: Data Collection and Document Review**

***Consultant Services:***

Consultant shall gather and review information provided by the City which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTP performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

Consultant shall develop request for information (RFI) for a comprehensive data request to the City. After receipt of available information, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the WWCP.

***City Responsibilities:***

- Provide information requested by Consultant to extent possible

***Assumptions:***

- Up to 2 RFI's for project.
- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.

- City will provide historical record of facility connection charges by basin (approximately 5 years of records).
- City shall provide all necessary GIS files not publicly available.
- City will provide any planned or proposed updates to the zoning map

***Deliverables:***

- Comprehensive information request for supplemental background data to review.

**Sub Task 202: Establish Flows and Loads**

*Consultant Services:*

The Consultant shall establish wastewater influent characterization including 20-year projected influent flows to the WWTP. Consultant will prepare a sampling plan for the City to collect wastewater data to create a wastewater loading profile for use in the process analysis and improvements evaluations. The projected flows and loads established during this assessment will serve as a basis for the system analysis and will be discussed with the City at a Flows and Loads Workshop. The results of the analysis will be summarized in a technical memorandum.

This task consists of:

- Create wastewater sampling plan
- Establish baseline wastewater influent characterization
- Develop and submit a Draft TM to City
- Respond to City comments and submit Final TM to the City.

***City Responsibilities:***

- Collect and analyze WWTP samples in accordance with Consultant’s Sampling Plan. City will pay all costs to process wastewater samples

***Assumptions:***

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City’s most recent Comprehensive Plan as a baseline.

***Deliverables:***

- Wastewater sampling plan
- Draft and Final Flows and Loads TM?

### **Sub Task 203: System Analysis**

#### *Consultant Services:*

The Consultant shall identify the planning area for the WWCP review existing population data, and identify 20-year population projections for use in the WWCP. The Consultant shall also analyze existing flow data and develop a Collection System model using InfoSWMM software. The model will consist of the following basins with the model confined to the major trunklines (10in diameter or larger) for each identified basin:

- PSIC
- KCSD #1
- Warren Avenue
- Anderson Cove
- Callow Basin

Consultant will use the model to assess the projected flows through the Crosstown Pipeline including the flow from the Central Bremerton force main. The Consultant will analyze multiple flow scenarios to identify future capacity limitations within these major trunklines, specific to the basins modelled.

The Consultant shall execute collection system scenario analysis to include up to six (6) scenarios to include calibration of model and the following scenarios:

- Baseflow/ Annual Average (Existing, 2043)
- Peak flow (Existing, 2043)
- Peak flow (Existing, 2043) with identified improvements

The Consultant shall also develop a hydraulic model for the WWTP using Visual Hydraulics. The Consultant shall execute the WWTP hydraulic analysis based upon the current plant configuration to identify hydraulic bottlenecks based on current and projected peak day and peak hour flows for the planning period.

The Consultant shall also develop a WWTP process model using BioWin for the purpose of assessing process limitations within the existing WWTP under current and future flow and load scenarios. The process model will be based on current WWTP process configuration.

The Consultant shall conduct up to six (6) simulated scenarios using the calibrated process model to evaluate plant performance with largest unit of various processes out of service as well as plant performance with proposed improvements.

### *Assumptions:*

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Focus of collection system model analysis will be the downtown area. The UGA will not be modeled and improvements within the UGA will not be considered.
- Nitrogen removal analysis and strategies will be based upon recent HDR report provided by City.
- Any identified nitrogen removal related improvements from the HDR report will be incorporated in the process model.
- The ETP will not be modeled and the City will provide information from their existing improvement efforts at the ETP for incorporation into the WWCP.

### *Deliverables:*

- WWTP and Collection system modelling results shall be summarized in the WWCP.

## **Sub-Task 204: Inspection and Assessments**

### *Consultant Services:*

Consultant shall perform a field inspection condition of WWTP and Collection System assets. The scope of these inspections and assessments are as follows:

#### **Collection System**

Consultant shall perform a condition and performance and pump test at ten (10) of the City's pump stations (PS) and one (1) of the City's odor control facilities. Assessments shall focus on the following asset classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA. Performance assessment shall include pump draw down testing and O&M staff interview pertaining to historical maintenance records.

Consultant shall also complete a desktop analysis of gravity sewers and force mains based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition information from the City. Condition of existing force mains and gravity sewer pipelines will be based on installation date, pipe material, and available data provided by the City. Pipe-specific condition assessments and site visits are not included for these facilities. If the City has specific pipelines that require additional assessment, Consultant can provide this service can be provided via amendment. The desktop analysis will inform the City of future CCTV inspection needs and priorities.

#### **WWTP**

Consultant shall evaluate the City's WWTP with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition

assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTP staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit.

### **ETP**

Consultant shall evaluate the City's ETP with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with City staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit.

Through these assessments, Consultant shall identify process limitations, lack of process redundancy, and flow split issues. Information from these assessments will feed into the risk mitigation solutions to be provided in subsequent tasks.

### ***City Responsibilities:***

- City shall provide access to needed records and to physical asset locations (WWTP, ETP, PS and associated structures) for field assessments.
- City shall setup each PS for a pump test to facilitate an assessment by Consultant's team. This shall include installation of a working pressure gauge on the pump discharge at each facility tested.
- City staff shall accompany Consultant at all Collection System locations.
- City staff shall be present during WWTP and ETP inspections.
- City will operate all equipment, as needed, to facilitate inspections.

### ***Assumptions:***

- City to provide traffic control, as necessary, for Collection System assessments.
- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Collection System field inspection will occur over 32 hours spanning four (4) days and will include up to 3 Consultant staff.
- Consultant shall assess up to 10 pump stations.
- WWTP field inspection will occur over 8 hours on a single day. The inspection will include up to 6 Consultant staff.
- ETP field inspection will occur over 4 hours and be incorporated into the Collection System field inspection schedule and will include up to 3 Consultant staff.

***Deliverables:***

- Results of field inspections will be included in WWCP.

**Sub-Task 205: Risk Based Prioritization**

*Consultant Services:*

Using the information collected from the inspection and field work Consultant shall identify remaining useful life of each system and identify assets that require near-term improvements (1-10 years). Consultant will also use this information to complete a system-level risk matrix that will serve as a decision-making and prioritization tool.

The Consultant will meet with the City to discuss the results of the risk analysis and work with the City to identify an approach to assess high-risk system assets. Approach may consist of engineered solutions, in-kind rehabilitation/replacement, or operational/maintenance management strategies.

***Deliverables:***

- A system level risk matrix
- A prioritized list of system assets by assessed risk

**Sub-Task 206: Engineering Analysis and Recommendations**

*Consultant Services:*

From the list of high-risk system assets identified in Sub-task 205, the Consultant will work with the City to identify engineering solutions and rehabilitation/replacement projects to serve as the basis for the Near-Term (1-10 years) Improvements identified in the Capital Improvement WWCP. Lower-risk and less urgent needs will form the basis for the Mid/Long Term Improvements (10-20 years).



**Near-Term Asset Improvement Assessment:**

Consultant and City shall discuss preliminary solutions to the highest risk system assets during regularly held progress calls for validation and for further development. System assets identified as requiring engineering solutions will be discussed in detail during the Improvement Alternatives Analysis Workshop. During the Alternatives Analysis Workshop, the Consultant and City will discuss solutions to address key issues and mitigate identified risks for up to 30 projects.

Consultant shall provide Level 5 cost estimates based on the City's preferred solution for the 30 projects explaining how the solution can be implemented as near-term capital improvement projects. Consultant shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

**Mid-Long Term Improvement Assessment:**

Consultant shall provide a list of up to 30 Mid/Long Term projects to provide support to a connection fee study and rate analysis. Through this task, Consultant shall provide a project description for each asset need and provide planning level costs for each based on equipment/material quotes from vendors and past experience performing similar improvements.

**Crosstown Pipeline Assessment:**

Consultant shall develop up to two (2) alternatives for Crosstown Pipeline capacity improvements. The alternatives will include a conceptual alignment study consisting of proposed alignment routing, approximate quantity and type of utility crossings, construction methods, potential risks, and Class 5 (planning level) Opinion of Probable Construction Costs (OPCC) for each alternative. The alternatives will be discussed with the City during the Improvement Alternatives Analysis Meeting.

**SEPA Determination:**

Consultant shall prepare the SEPA Checklist for the WWCP in conformance with WAC 197-11-960 and City Standards. The SEPA Checklist will briefly describe the project and address the project's effect on elements of the environment, including a section for non-project actions, as outline in the Checklist. The Consultant will use project information and other available studies prepared for the project, such as the documentation prepared for the additional tasks/sub-tasks included in this proposal.

***Assumptions:***

- Near-term refers to high-risk asset needs that fall within the 10-year planning horizon.
- Up to 30 Near-term and 30 Mid-Long Term capital improvement projects are anticipated for this effort.
- Up to three packages of alternatives will be evaluated for improvements to the existing

WWTP treatment process.

- SEPA Checklist is scoped assuming a finding of non-significance.
- SEPA Checklist will be submitted to Ecology for approval as part of the WWCP.
- Mid-Long Term needs as anticipated to include capacity limitations beyond the 10-year growth projection, lower-risk R/R projects, and process improvement and regulatory-driven projects that are expected to require construction of improvements beyond the 10-year planning horizon.
- GIS and/or current utility survey information is available along Crosstown pipeline alignment and any proposed alternative alignment.
- Two (2) alternatives will be evaluated for capacity improvements to the Crosstown Pipeline.

***Deliverables:***

- SEPA Checklist for WWCP to City for approval.
- Conceptual layout drawings for Crosstown Pipeline alternatives
- Class 5 OPCC for each Crosstown Pipeline alternative

**Sub-Task 207: Capital Improvement Plan**

*Consultant Services:*

Consultant use the results of the financial analysis and recommendations for the engineering analysis to develop an implementation plan for the near-term capital improvements identified. This Capital Improvement Plan (CIP) will aim to balance risk and financial resources. Urgent project development will provide recommendations for CIP project repairs or replacements or for modified management strategies based on evaluations to this point. Urgent asset needs will be determined to have a critical risk impact to wastewater system operations, warranting urgent action. Class 5 OPCC will be developed for each alternative.

***Deliverables:***

- CIP will be included in WWCP

**Sub-Task 208: Financial Analysis (Sub-Consultant)**

*Consultant Services:*

Consultant will conduct a financial analysis to develop an implementation plan for the capital improvements identified.

***City's Responsibilities:***

- Attend up to two (2) virtual review meetings with Consultant and the FCS Group to go over assumptions and results of the financial analysis.

***Assumptions:***

- City will help facilitate analyses and reviews as noted.
- Consultant will utilize the rate work currently being performed by the FCS Group for

the City's sewer utility.

***Deliverables:***

- Summary of and recommendations from the analysis shall be summarized in the WWCP

**Sub-Task 209: Wastewater Comprehensive Plan Development**

*Consultant Services:*

Consultant will build on the findings from previous tasks to prepare a WWCP that complies with WAC 173-240-050 for submission to Ecology. The WWCP is anticipated to be organized with the following chapters:

Chapter 1: Executive Summary

Chapter 2: Introduction

Chapter 3: Service Area and System Description

Chapter 4: Historical and Projected Flows and Loads

Chapter 5: WWTP Collection System Evaluation

Chapter 6: Treatment Facilities Evaluation

Chapter 7: Capital Improvement Program

Chapter 8: Operation and Maintenance

Chapter 9: Implementation

Chapter 10: References

Appendix A: NPDES Permit

Appendix B: Capital Improvement Project Overviews

Appendix C: Interagency Agreements

Appendix D: BRVA Analysis

Appendix E: SEPA Documentation

Consultant shall submit a draft to the City for review. Consultant shall then review comments resulting from the City's review of the draft WWCP and address and incorporate the responses from the comments into a draft WWCP for Ecology approval.

Consultant shall review comments resulting from Ecology's review of the draft WWCP and prepare a response for each comment. Consultant shall address and incorporate the responses from the comments into the final WWCP for Ecology approval.

***City's Responsibilities:***

- Timely review of draft WWCP.

***Assumptions:***

- Ecology will take up to 3 months to review the draft WWCP.
- Only one round of review comments from Ecology is anticipated.
- Comments from Ecology on the draft WWCP will be minor in nature. The budget assumes up to 30 comments will be addressed. Additional comments may require additional Owner consolidation and/or budget augmentation.
- City will be the lead on the SEPA.

***Deliverables:***

- Draft and Final Wastewater Comprehensive Plan
- Responses to Ecology comments on the draft WWCP in memorandum format.

**Task 300 – Agency Coordination**

**Sub-Task 301: Ecology Coordination**

*Consultant Services:*

Consultant shall coordinate with Ecology to facilitate the review of the WWCP. This will include correspondence, coordination, and up to four (4) virtual meetings:

1. Ecology Kick-off Meeting
2. Flows and Loads TM Review Meeting
3. Draft Wastewater Comprehensive Plan Review Meeting
4. Draft Wastewater Comprehensive Plan Comment Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. Each meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

***City's Responsibilities:***

- Participate in meetings with Ecology

***Assumptions:***

- All meetings will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Sub-Task 302: Public Works Committee**

*Consultant Services:*

Consultant shall coordinate with the City of Bremerton Public Works Committee to discuss the WWCP. This will include one (1) in-person Wastewater Comprehensive Plan progress meetings and one (1) in-person Wastewater Comprehensive Plan draft presentation. This will also include the development of fliers or other materials for distribution at the meetings.

***City's Responsibilities:***

- Schedule and participate in meetings with City Council.

***Assumptions:***

- All meetings will be conducted at Bremerton City Hall.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 1 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 400 – PSIC WWTP Feasibility Study**

**Sub-Task 401: Feasibility Study**

*Consultant Services:*

Consultant shall develop a feasibility study for the retrofit of the PSIC's existing lagoon wastewater treatment plant with a Membrane Bioreactor (MBR) facility. The MBR facility will produce Class A Reclaimed Water (RW) which will be initially discharged to the existing drainfield. Other beneficial uses of the RW, to include use at the nearby Gold Mountain Golf Club and/or a sprayfield, will also be evaluated. The study will include a site visit of the PSIC's lagoon treatment plant. The study shall include:

- Development of flows and loads for the 20-year planning period to include calculation of existing inflow and infiltration rates for basin.
- Preliminary site plan for the MBR facility
- Preliminary site plan for the sprayfield
- Preliminary site plan for the conveyance system to deliver RW to the Golf Club
- Class 5 OPCC for all improvements

***City's Responsibilities:***

- Provide flow information for existing wastewater treatment facility.
- Provide location of proposed sprayfield.
- City and/or Port of Bremerton staff will attend site visit.

***Assumptions:***

- Proposed MBR facility site is at the existing lagoon wastewater treatment plant.
- The existing drainfield will become the primary discharge point for the MBR facility.
- No geotechnical evaluations will be conducted as part of this feasibility study.
- No ground water quality analysis will be conducted as part of this feasibility study.
- No evaluation of existing wastewater treatment capacity or capabilities will be conducted as part of this feasibility study.

- PSIC site visit is anticipated be 4 hours in duration, including travel time, and will be attended by up to 3 design team staff.

***Deliverables:***

- Technical memorandum (electronic, Adobe Acrobat Format)

**Sub-Task 402: Agency Coordination**

*Consultant Services:*

The Consultant will prepare for, attend, and facilitate up to three (3) meetings with Port of Bremerton, City staff, and design team members. The purpose of the meetings include development of and review of feasibility study. Each meeting is anticipated to have a 2-hour duration and will be attended by up to 2 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

***City's Responsibilities:***

- Participate in coordination meetings.
- Coordinate with Port of Bremerton staff to set up coordination meetings.

***Assumptions:***

- All meetings will be conducted virtually.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 2 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 500 – Project Management and QA/QC**

**Sub-Task 501: Project Management**

*Consultant Services:*

**Project Set-up**

Consultant will set up the project within Consultant’s accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

**Project Work Plan**

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations

- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)
- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

### **Project Management and Administration**

Consultant shall provide project management services needed to execute the scope of work.

This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the City's major decisions related to the Project and include a monthly update with the progress status report. This log will be maintained on a SharePoint site set up by the Consultant.

#### ***Deliverables:***

- Major Decisions Log updates (electronic, Adobe Acrobat format).

### **Monthly Project Invoice and Status Report**

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and

- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 18 invoices are assumed.

### **Schedule Development and Update**

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

#### ***Deliverables:***

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

### **Monthly Progress Meetings**

Prepare for, attend, and conduct virtual monthly progress meetings that will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks. Consultant Project Manager will attend all meetings and additional key staff may attend as needed.

Consultant shall prepare and submit meeting agendas and meeting minutes for the progress meetings. For the purposes of this scope of work, a total of 12 meetings are assumed. The meetings are anticipated to have a ½ hour duration and will be attended by up to 2 design team staff.

#### ***Assumptions:***

- Project duration will be 18 months.

#### ***Deliverables:***

- Meeting agenda and notes (Electronic, Adobe Acrobat format)

### **Sub-Task 502 - Health and Safety**

#### ***Consultant Services:***

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

### **Task 600 - Management Reserve**



Management Reserve is for funding additional scope at the request of the Owner. Upon request, the Consultant shall provide a cost for completing the additional work for review/approval by the City PM. Work to be completed under the Management Reserve must be authorized in writing by the City PM.

## EXHIBIT B – SCHEDULE

### WASTEWATER COMPREHENSIVE PLAN UPDATE

#### Schedule and Milestones:

<b>Item:</b>	<b>Date(s)</b>
<b>Project Initiation</b>	<b>June to July 2023</b>
Project Kick-off Meeting	8/7/2023
<b>Data Collection and Review</b>	<b>August 2023</b>
<b>Establish Flows and Loads</b>	<b>August 2023 to February 2024</b>
Flows and Loads & Service Levels Workshop	8/28/2023
Ecology Flows and Loads TM Review Meeting	2/5/2024
<b>BRVA Workshops</b>	<b>September 2023</b>
<b>System Analysis</b>	<b>August to December 2023</b>
<b>Collection System Model</b>	<b>September to October 2023</b>
Collection System Model Planning Meeting	September 5, 2023
Collection System Model Review Meeting	October 20, 2023
<b>WWTP Process Model</b>	<b>September 2023 to December 2023</b>
WWTP Process Model Review Meeting	January 2, 2024
<b>Inspection and Field Work</b>	<b>October 2023</b>
<b>Engineering Analysis and Recommendations</b>	<b>January to March 2024</b>
Near-Term Asset Improvements	February 2024
Mid-Long Term Asset Improvements	February 2024
<b>Crosstown Pipeline Assessment</b>	<b>September 2023 to January 2024</b>
Improvement Alternatives Analysis Meeting	January 8, 2024
<b>Capital Improvement Plan Development</b>	<b>January 2024</b>
<b>Financial Analysis (Rate Study Development)</b>	<b>February 2024</b>
<b>SEPA Determination</b>	<b>January to February 2024</b>
<b>WWCP Development</b>	<b>December 2023 to July 2024</b>
Draft Plan	December 2023 to March 2024
City Review	March 2024
Ecology Review	April to June 2024

## EXHIBIT C – FEES AND COMPENSATION

### WASTEWATER COMPREHENSIVE PLAN UPDATE

NOTE-include billing/invoice specifics.

#### **A. Compensation:**

CONSULTANT will be compensated not more than \$638,507 for project services.

Project / Task	Estimated Effort
<b>Project 1 – Wastewater Comprehensive Plan Update</b>	
Task 100. Meetings and Workshops	\$59,486
Task 200. Wastewater Comprehensive Plan	\$441,370
Task 300. Agency Coordination	\$10,245
Task 400. PSIC WWTP Feasibility Study	\$41,682
Task 500. Project Management and QA/QC	\$54,724
Task 600. Management Reserve	\$30,000
<b>Project 1 - Total</b>	<b>\$638,507</b>

#### **B. Requests for Payment:**

1. At a minimum the invoice is to include: performance period; date of submission; CONSULTANT's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

William Davis  
Managing Engineer – Utilities  
City of Bremerton  
345 6th St Suite 100  
Bremerton, WA 98337  
[William.Davis@ci.bremerton.wa.us](mailto:William.Davis@ci.bremerton.wa.us)

3. Payment will be made to CONSULTANT within thirty (30) days of the receipt of a complete and accurate invoice

CLIENT Name: City of Bremerton  
 PROJECT Description:  
 Proposal/Job Number: Date: 1/31/2023

Classification:	QA/QC	Project Manager	Collection Lead	Process Lead	Project Engineer	Process Engineer	Hydraulic Modifier	Mechanical Lead	Electrical Lead	Structural Lead	Cost Estimator	Safety Officer	CAD Design	Project Admin/Adm. Assst.	Total	Labor	Escalation	Assoc. Proj. Costs	FCS Group	Sub-Markup	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subcontractor Expenses	
<b>Task 100 - Meetings and Workshops</b>																											
Sub-task 101.1: City Kickoff Meeting (virtual, 2 hrs, 4 team)		4	2	2	2										10	\$2,424	\$75	\$0	\$0	\$0	\$0	\$0	\$2,499	\$0	\$0	\$2,499	
Sub-task 101.2: BRVA Results Meeting (virtual, 2hrs, 3 team)		4	2	4											10	\$2,672	\$80	\$0	\$0	\$0	\$0	\$0	\$2,752	\$0	\$0	\$2,752	
Sub-task 101.3: Collection System Model Planning Meeting (virtual, 2 hrs, 4 team)		5	4	4	5										14	\$3,115	\$93	\$0	\$0	\$0	\$0	\$0	\$3,208	\$0	\$0	\$3,208	
Sub-task 101.4: Collection System and ETP Analysis Review Meeting (virtual, 3 hrs, 4 team)		6	5	4	3										19	\$4,488	\$134	\$0	\$0	\$0	\$0	\$0	\$4,622	\$0	\$0	\$4,622	
Sub-task 101.5: WWTP System Analysis Review Meeting (virtual, 2 hrs, 3 team)		4		4	4										10	\$2,789	\$88	\$0	\$0	\$0	\$0	\$0	\$2,877	\$0	\$0	\$2,877	
Sub-task 101.6: Improvement Alternatives Analysis Meeting (virtual, 2 hrs, 4 team)		6	6	4	6										26	\$6,123	\$184	\$0	\$0	\$0	\$0	\$0	\$6,307	\$0	\$0	\$6,307	
Sub-task 101.7: Capital Improvement Plan Review Meeting (virtual, 2hrs, 3 team)		4		4	6										14	\$3,100	\$94	\$0	\$0	\$0	\$0	\$0	\$3,194	\$0	\$0	\$3,194	
Sub-task 101.8: Wastewater Comprehensive Plan Draft Review Meeting (virtual, 2hrs, 3 team)		4		4	5										14	\$3,486	\$102	\$0	\$0	\$0	\$0	\$0	\$3,588	\$0	\$0	\$3,588	
Sub-task 102.1: BRVA Workshops (5, 2 virtual, 2 in-person, 4 hrs, 4 team)		40	20	10	45										149	\$29,917	\$779	\$0	\$0	\$0	\$0	\$30,696	\$0	\$0	\$30,696		
Sub-task 102.2: Flow and Loads & Service Levels Workshop (virtual, 3hrs, 3 team)		6	4	4	6										18	\$3,618	\$109	\$0	\$0	\$0	\$0	\$0	\$3,727	\$0	\$0	\$3,727	
<b>Phase 1 - Subtotal</b>	0	84	30	43	87	0	0	0	0	0	0	0	0	0	253	\$97,754	\$1,733	\$0	\$0	\$0	\$0	\$99,487	\$0	\$0	\$99,487		
<b>Task 200 - Wastewater Comprehensive Plan</b>																											
Sub-task 201.1: Develop RFI		2	2	2	2	2									50	\$2,320	\$70	\$0	\$0	\$0	\$0	\$0	\$2,390	\$0	\$0	\$2,390	
Sub-task 201.2: Gather and Review Existing Information		10	4	4	24	8									56	\$10,180	\$306	\$0	\$0	\$0	\$0	\$0	\$10,486	\$0	\$0	\$10,486	
Sub-task 201.3: Perform Data Gap Analysis		4		4	6	4									10	\$1,769	\$53	\$0	\$0	\$0	\$0	\$0	\$1,822	\$0	\$0	\$1,822	
Sub-task 202.1: Create WW Sampling Plan		1		2	2	4									4	\$1,840	\$58	\$0	\$0	\$0	\$0	\$0	\$1,898	\$0	\$0	\$1,898	
Sub-task 202.2: Establish baseline WW characterization		2		4	8	8									22	\$4,535	\$136	\$0	\$0	\$0	\$0	\$0	\$4,671	\$0	\$0	\$4,671	
Sub-task 202.3: Establish Planning Area and Zoning		2		2	6										10	\$2,006	\$60	\$0	\$0	\$0	\$0	\$0	\$2,066	\$0	\$0	\$2,066	
Sub-task 202.4: 20-year Projection by Basin		6	8		40										54	\$10,162	\$305	\$0	\$0	\$0	\$0	\$0	\$10,467	\$0	\$0	\$10,467	
Sub-task 202.5: Develop WWTP Flows and Loads for Planning Period		6	4		24	24									58	\$11,188	\$338	\$0	\$0	\$0	\$0	\$0	\$11,523	\$0	\$0	\$11,523	
Sub-task 203.1: Devise Collection System Model		6	16	8		100									130	\$25,439	\$783	\$0	\$0	\$0	\$0	\$0	\$26,224	\$0	\$0	\$26,224	
Sub-task 203.2: Collection System Model Analysis		6	16		8	40									70	\$14,426	\$433	\$0	\$0	\$0	\$0	\$0	\$14,859	\$0	\$0	\$14,859	
Sub-task 203.3: Devise WWTP Process Model				4		80									84	\$16,892	\$507	\$0	\$0	\$0	\$0	\$0	\$17,399	\$0	\$0	\$17,399	
Sub-task 203.4: WWTP Process Model Analysis					8	20									28	\$6,255	\$188	\$0	\$0	\$0	\$0	\$0	\$6,443	\$0	\$0	\$6,443	
Sub-task 203.5: Devise WWTP and ETP Hydraulic Model				2		40									42	\$8,448	\$253	\$0	\$0	\$0	\$0	\$0	\$8,701	\$0	\$0	\$8,701	
Sub-task 203.6: WWTP and ETP Hydraulic Model Analysis					8	20									28	\$6,255	\$188	\$0	\$0	\$0	\$0	\$0	\$6,443	\$0	\$0	\$6,443	
Sub-task 204.1: Develop Inspection Sheet		2	1	1	12										16	\$3,012	\$90	\$0	\$0	\$0	\$0	\$0	\$3,102	\$0	\$0	\$3,102	
Sub-task 204.1: WWTP Inspection (2 days, 6 people)		16		16	18			16	18	16					88	\$23,245	\$697	\$0	\$0	\$1,000	\$100	\$23,942	\$0	\$1,000	\$23,942		
Sub-task 204.2: PS and OC Inspection (0.5 day, 3 people)			4		4				4						12	\$2,721	\$82	\$0	\$0	\$1,000	\$100	\$2,803	\$0	\$1,000	\$4,403		
Sub-task 204.3: PS and OC Inspection (4 days, 3 people)			4		40	40			20						108	\$22,808	\$688	\$0	\$0	\$700	\$70	\$22,878	\$0	\$700	\$23,578		
Sub-task 205.1: Develop Risk Matrix		2		4	8										10	\$1,960	\$64	\$0	\$0	\$0	\$0	\$0	\$1,960	\$0	\$0	\$1,960	
Sub-task 205.2: Develop Risk Based Asset Priority		2		2	16										18	\$3,111	\$92	\$0	\$0	\$0	\$0	\$0	\$3,204	\$0	\$0	\$3,204	
Sub-task 207.1: Develop Near-Term Asset Improvement Assessment		4	12	8	24					60					112	\$23,544	\$708	\$0	\$0	\$0	\$0	\$24,252	\$0	\$0	\$24,252		
Sub-task 207.2: Develop Mid-Term Term Improvement Assessment		4	12	8	24					60					112	\$23,544	\$708	\$0	\$0	\$0	\$0	\$24,252	\$0	\$0	\$24,252		
Sub-task 207.3: Crosstown Pipeline Assessment		40	40		100					4					288	\$58,960	\$1,759	\$0	\$0	\$0	\$0	\$59,678	\$0	\$0	\$59,678		
Sub-task 207.4: SEPA Determination		16	2		8										24	\$5,770	\$173	\$0	\$0	\$0	\$0	\$5,943	\$0	\$0	\$5,943		
Sub-task 208.1: Financial Analysis		6	2	2	6										16	\$3,370	\$107	\$0	\$30,000	\$3,000	\$0	\$3,377	\$33,000	\$0	\$0	\$36,677	
Sub-task 209: 6-Year CIP Development		8	4	4	32	4									52	\$10,217	\$307	\$0	\$0	\$0	\$0	\$0	\$10,524	\$0	\$0	\$10,524	
Sub-task 210.1: Draft WCP Document		30	8	8	120	8	8	8	8	8	10		40	16	272	\$51,885	\$1,367	\$0	\$0	\$0	\$0	\$53,442	\$0	\$0	\$53,442		
Sub-task 210.2: Address Ecology Comments		14	4	4	30										60	\$12,923	\$376	\$0	\$0	\$0	\$0	\$0	\$12,899	\$0	\$0	\$12,899	
Sub-task 210.3: Final WCP Document		14	4	4	60									20	103	\$19,185	\$576	\$0	\$0	\$0	\$0	\$0	\$19,764	\$0	\$0	\$19,764	
<b>Phase 2 - Subtotal</b>	0	211	189	89	662	222	148	24	48	24	148	0	160	0	16	1936	\$392,470	\$11,774	\$30,000	\$3,700	\$375	\$404,245	\$33,000	\$4,125	\$441,370		
<b>Task 300 - Agency Coordination</b>																											
Sub-task 301.1: Ecology Coordination (4 meetings, 2hrs each, 3 people, virtual)		10		10	16										36	\$7,980	\$238	\$0	\$0	\$0	\$0	\$8,218	\$0	\$0	\$8,218		
Sub-task 301.2: Public Works Committee Coordination (2 mtgs, 2hrs, 1 person, 1 virtual)		8		8		0	0	0	0	0	0	0	0	0	8	\$1,987	\$59	\$0	\$0	\$0	\$0	\$2,026	\$0	\$0	\$2,026		
<b>Phase 3 - Subtotal</b>	0	18	0	10	16	0	0	0	0	0	0	0	0	0	44	\$9,967	\$298	\$0	\$0	\$0	\$0	\$10,245	\$0	\$0	\$10,245		
<b>Task 400 - PSIC WWTP Feasibility Study</b>																											
Sub-task 401: Feasibility Study						40									0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Develop Flows and Loads		4			40										44	\$8,848	\$268	\$0	\$0	\$0	\$0	\$0	\$9,116	\$0	\$0	\$9,116	
Develop Site Plan		4			20										32	\$6,396	\$192	\$0	\$0	\$0	\$0	\$0	\$6,588	\$0	\$0	\$6,588	
Site Visit (4 hours, 2 people)		4			8	4									8	\$1,720	\$53	\$0	\$0	\$100	\$10	\$1,823	\$10	\$10	\$1,933		
TM		12		4	60										80	\$16,007	\$478	\$0	\$0	\$0	\$0	\$0	\$16,977	\$0	\$0	\$16,977	
Sub-task 402: Agency Coordination (3 Meetings, 2 hrs each, 2 people, virtual)		12			12										24	\$5,310	\$158	\$0	\$0	\$0	\$0	\$0	\$5,468	\$0	\$0	\$5,468	
<b>Phase 4 - Subtotal</b>	0	38	0	4	0	136	0	0	0	0	0	0	0	0	208	\$41,303	\$1,240	\$0	\$0	\$100	\$10	\$42,973	\$0	\$110	\$43,083		
<b>Task 500 - Project Management</b>																											
PM Communications (2hrs/week for 55 weeks)		110													110	\$27,043	\$811	\$0	\$0	\$0	\$0	\$0	\$27,854	\$0	\$0	\$27,854	
Project Status Updates (monthly, 1 hr)		10													10	\$3,388	\$111	\$0	\$0	\$0	\$0	\$0	\$3,788	\$0	\$0	\$3,788	
Project Set-up and Invoicing (15 invoices)		9												36	40	\$8,898	\$268	\$0	\$0	\$0	\$0	\$0	\$9,166	\$0	\$0	\$9,166	
Health & Safety		2													4	\$866	\$26	\$0	\$0	\$0	\$0	\$0	\$892	\$0	\$0	\$892	
QA/QC	32		8	8											48	\$14,674	\$440	\$0	\$0	\$0	\$0	\$0	\$15,114	\$0	\$0	\$15,114	
<b>Phase 4 - Subtotal</b>	32	138	8	8	0	0	0	0	0	0	0	0	2	36	222	\$65,130	\$1,884	\$0	\$0	\$0	\$0	\$64,724	\$0	\$0	\$64,724		
<b>Task 600 - Management Reserve</b>																											
Management Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	
<b>Phase 5 - Subtotal</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	
<b>All Phases Total</b>	32	495	238	154	785	258	148	24	48	24	154	0	176	36	16	2658	\$684,633	\$16,439	\$30,000	\$3,800	\$385	\$801,272	\$33,000	\$4,235	\$838,507		

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4H**

**SUBJECT:** Confirm Appointment of Ashley Walchok to the Lodging Tax Advisory Committee

Study Session Date:	<u>N/A</u>
COUNCIL MEETING Date:	<u>July 19, 2023</u>
Department:	<u>Executive</u>
Presenter:	<u>Mayor Wheeler</u>
Phone:	<u>(360) 473-5266</u>

**SUMMARY:** RCW 67.28 and BMC Chapter 2.38 outline membership requirements for the Lodging Tax Advisory Committee as follows: two (2) members from organizations that support activities which are authorized to be funded by hotel-motel tax revenue; two (2) members from businesses that collect the hotel-motel tax; and an elected official (Council Member).

There is a vacancy on the Lodging Tax Advisory Committee due to the departure of Harrington Griffin, General Manager for the Fairfield Inn & Suites.

The Mayor is seeking confirmation for the appointment of Ashley Walchok, Area General Manager for the Fairfield Inn & Suites to the Lodging Tax Advisory Committee.

The appointment of Ms. Walchok relates to a committee position for businesses that collect the hotel-motel tax within Bremerton; and is for the remainder of the unexpired term expiring on May 17, 2025.

**ATTACHMENTS:** Applications are available in the Mayor's Office

**FISCAL IMPACTS** (Include Budgeted Amount): None.

**STUDY SESSION AGENDA:**       Limited Presentation     Full Presentation     N/A

**STUDY SESSION ACTION:**     Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to confirm the appointment of Ashley Walchok to the Lodging Tax Advisory Committee for the remainder of the term expiring May 17, 2025.

**COUNCIL ACTION:**     Approve       Deny       Table       Continue       No Action

AGENDA BILL  
CITY OF BREMERTON  
CITY COUNCIL

6A

*Item added...*

**SUBJECT:** Interlocal Agreement with  
Kitsap County Prosecuting Attorney

Study Session Date: No Study Session

COUNCIL MEETING Date: July 19, 2023

Department: Legal

Presenters: Kylie Finnell,  
City Attorney and  
Amanda Harvey,  
Assistant City  
Prosecutor

Phone: (360) 473-2345

**SUMMARY:** The City of Bremerton (“City”) desires to enter into an Interlocal Agreement (ILA) with Kitsap County to efficiently process criminal cases by referring a limited number of alleged misdemeanor and gross misdemeanor violations of state law occurring within the corporate boundaries of the City to the Kitsap County Prosecuting Attorney’s Office.

Last month, on June 7, 2023, the Council approved additional extra hires for the Bremerton Municipal Court from June through August 2023 in part to help with bringing the Court’s backlog of docketing cases up to date.

Attorneys heavily rely on court dockets for effective representation in criminal cases and the docketing backlog is impacting prosecution and defense.

This request was added to the agenda at the earliest opportunity to avoid delay.

**ATTACHMENTS:** Interlocal Agreement

**FISCAL IMPACTS (Include Budgeted Amount):** \$500.00 per referral. The City anticipates 10 - 15 covered referrals per week to the Kitsap County Prosecuting Attorney’s Office for a period of 8 - 10 weeks for a total estimated cost of \$40,000 - \$75,000.

**RECOMMENDED MOTION:**

Move to approve the Interlocal Agreement with Kitsap County; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**  Approve  Deny  Table  Continue  No Action

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BREMERTON AND  
KITSAP COUNTY FOR THE PROSECUTION, DEFENSE, AND ADJUDICATION  
OF GROSS MISDEMEANOR AND MISDEMEANOR VIOLATIONS OF STATE  
LAWS OCCURRING WITHIN THE BOUNDARIES OF THE CITY OF  
BREMERTON**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the \_\_\_ day of July, 2023, by and between the City of Bremerton, a Washington Municipal Corporation ("City"), and the Kitsap County Prosecuting Attorney, ("Prosecutor"), collectively referred to herein as the "parties."

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 RCW, permits public agencies to provide services and facilities to other public agencies on a basis of mutual advantage; and

**WHEREAS**, the County has jurisdiction over all criminal violations of state law occurring within the corporate boundaries of the City; and

**WHEREAS**, the City desires to refer a limited number of alleged misdemeanor and gross misdemeanor violations of state law occurring within the corporate boundaries of the City to the Kitsap County Prosecuting Attorney's Office; and

**WHEREAS**, the City and Prosecutor wish to cooperate and enter into this Agreement for the orderly and efficient processing of misdemeanor and gross misdemeanor criminal cases; and

**WHEREAS**, the parties agree that provision of services as detailed in this Agreement are in the best interests of the community members served by both parties.

**AGREEMENT**

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Prosecutor and City agree as follows:

- A. PURPOSE.** The purpose of this Interlocal Agreement is to make all necessary arrangements for the Prosecutor to process misdemeanor and gross misdemeanor violations of state law alleged to have occurred within the corporate boundaries of the City when requested by the City and agreed to by the Prosecutor. This is to include prosecution, defense, adjudication, and any ancillary services such as probation for some referrals and will include only a review by the Kitsap County Prosecuting Attorney's Office and a decline to file charges for others. Police and jail services are specifically excluded from this Agreement.
  
- B. COSTS.** The parties agree the City will pay the Prosecutor \$500.00 (five-hundred dollars) for each misdemeanor or gross misdemeanor referral to the Kitsap County Prosecuting Attorney's

Office. A “referral” means a statement of probable cause or police report sent to the Kitsap County Prosecuting Attorney’s Office by the Bremerton Police Department for the purpose of determining whether to file criminal charges. The City understands that not all referrals will result in charges being filed, that the Kitsap County Prosecuting Attorney’s Office has complete and total discretion to make charging decisions on referrals covered by this agreement, and the City agrees to pay the referral fee regardless of the decision made by the Kitsap County Prosecuting Attorney. The \$500.00 rate per referral does not apply to referrals containing alleged violations of state law that result in any felony charges.

- C. **PROPERTY.** This Agreement does not establish a separate legal entity and does not provide for the acquisition, holding or disposal of real or personal property. At termination, each party will remain the sole owner of its own property.
- D. **AGREEMENT ADMINISTRATION.** Prosecutor employees and City employees agree to discuss the City’s needs and the Prosecutor’s capacity on an as needed basis. The City initially anticipates the Bremerton Police Department making approximately 10-15 covered referrals per week to the Kitsap County Prosecuting Attorney’s Office for a period of 8 - 10 weeks.
- E. **TERMINATION.** Either party shall have the right to terminate this Agreement for any reason, at any time, with or without cause.
- F. **TERM.** The initial term of this Agreement is through December 31, 2023, with the parties consulting monthly to establish whether amendments are needed to achieve the best results possible for both parties. Without notice of termination the Agreement automatically renews for one (1) year increments.
- G. **AMENDMENTS.** This Agreement constitutes the entire agreement between the parties. Amendments to the Agreement must be in writing and may be made at any time during the term of this Agreement.
- H. **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Kitsap County, Washington.
- I. **SEVERABILITY.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- J. **NONWAIVER OF BREACH.** Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
- K. **NOTICE.** Each party to this Agreement shall comply with the notice provisions of RCW 39.34.040 by filing a copy of this Agreement with the Kitsap County Auditor or listing the Agreement on the party’s website.
- L. **COUNTERPARTS, ELECTRONIC SIGNATURE.** The Agreement may be executed in



counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signature and deemed to constitute duplicate originals.

This agreement shall be effective upon execution by the parties.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

KITSAP COUNTY PROSECUTING ATTORNEY

\_\_\_\_\_  
CHAD M. ENRIGHT

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
CHARLOTTE GARRIDO, Chair

\_\_\_\_\_  
KATHERINE T. WALTERS , Commissioner

\_\_\_\_\_  
CHRISTINE ROLFE, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY OF BREMERTON

\_\_\_\_\_  
GREG WHEELER, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
KYLIE FINNELL, City Attorney

ATTEST:

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

DRAFT

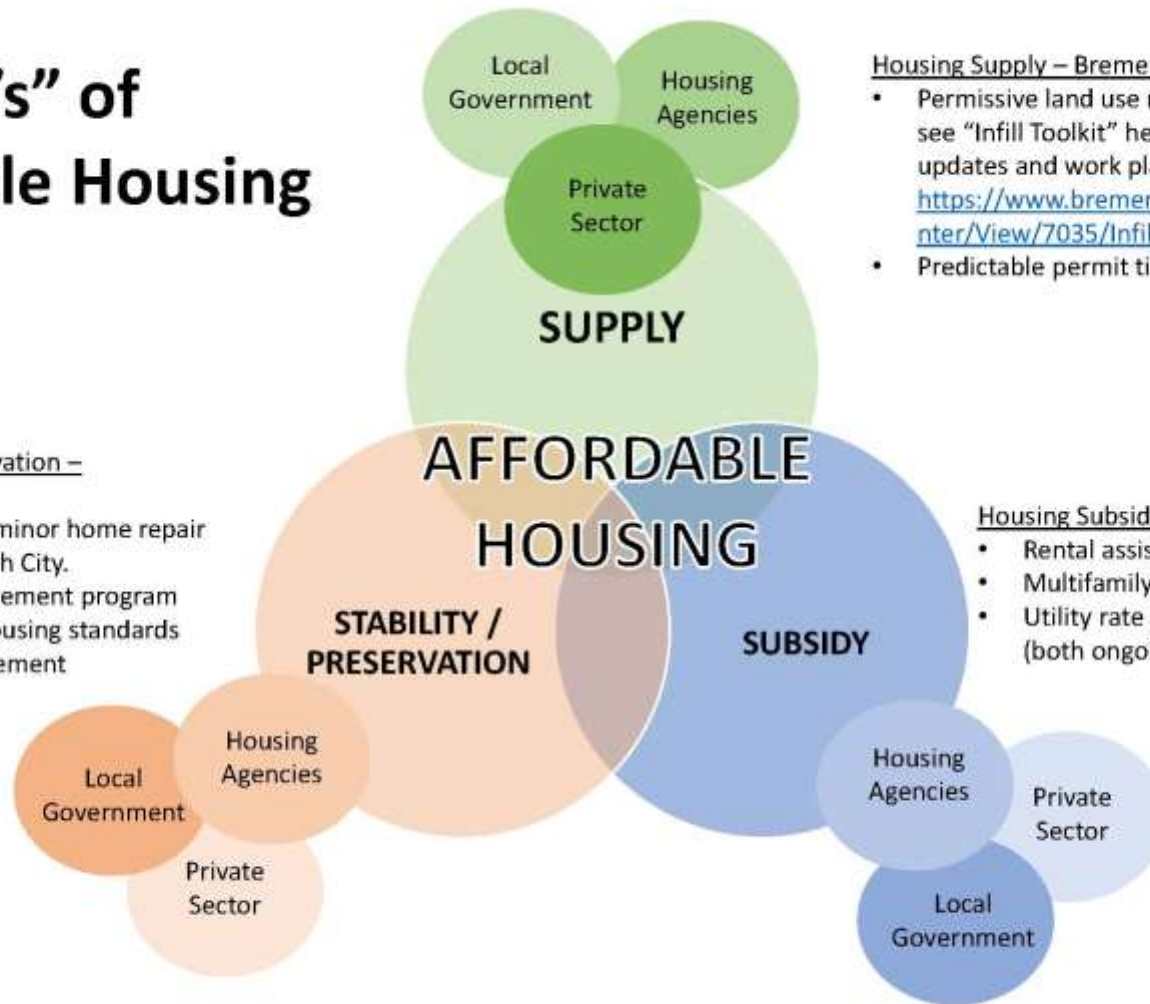
# MAYOR'S REPORT

*July 19, 2023*

BREMERTON  
WASHINGTON



# Three “S’s” of Affordable Housing



## Housing Stability/Preservation – Bremerton’s Initiatives:

- Weatherization and minor home repair programs funded with City.
- Development displacement program
- Setting rental unit housing standards through code enforcement

## Housing Supply – Bremerton’s Initiatives:

- Permissive land use regulations see “Infill Toolkit” here of recent code updates and work plan: <https://www.bremertonwa.gov/DocumentCenter/View/7035/Infill-Toolkit-PDF>
- Predictable permit timelines

## Housing Subsidies – Bremerton’s Initiatives:

- Rental assistance program
- Multifamily tax incentive
- Utility rate discount for affordable housing (both ongoing and development cost offset)

## Infill Development Toolkit

### **Allow more housing types increased densities (2018, '19, '20, '21, '22)**

- Allows duplex, townhomes, & cottage housing throughout the Low Density Residential zone.
- Provide a density bonus to religious organizations and the Bremerton Housing Authority.
- Increased the density of Medium Density Residential from 10 dwelling units per acre to 18 du/acre and High Density Residential from 20 du/acre to 40 du/acre.
- Increased the minimum permissible density Citywide to be no less than 6 du/acre.
- Remove permissible density in the General Commercial zone, to allow more flexibility.
- Reduced required dimensions of manufactured homes, to allow them to be placed on a typical city lot.

## Infill Development Toolkit

### **Streamline Subdivision Process (2018, 2021)**

- Allow Administrative decision for Formal Plats instead of City Council as allowed by State Law SB 5674 (2018). This has expedited the permit process for subdivisions.
- Adopted code to allow lot size averaging for subdivisions. This can help properties that are subdividing to meet maximum density (2021).

### **Allow Residential ground floor commercial space to be used as housing until demand increases (2018)**

- Amended the District Center Core development standards to allow phased-in mixed-use development.
- This allows housing to be created on the ground floor, occupying spaces that might otherwise be vacant commercial space.

# Infill Development Toolkit

## Promote ADUs (2020, '21)

- Adopted provisions to allow the construction of more Accessory Dwelling Units (ADUs). Including allowing two ADUs per lot, removing owner-occupancy requirement, relaxing maximum size, simplifying design standards, allowing one ADU without parking, and allowing more opportunities for existing structures to be more easily converted to an ADU.

# Pine Road Basin Stormwater Improvements



- The Pine Road Basin project addressed a decades-long flooding problem in the Robin/Eagle/Dibb neighborhoods by constructing over 3,200-ft of new storm mains, increasing stormwater system capacity
- Total project cost was \$3.5 million. Funding was through a low interest state Public Works Trust Fund loan.
- The scope of the project resulted in complete reconstruction of Eagle and Robin Avenue between Dibb and Sheridan
- Construction was substantially completed this week with only a little cleanup and restoration remaining
- Final completion is expected in early August





# Pine Road Basin Stormwater Improvements



# Report from District 2 Representative

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Denise Frey

Councilmember, District 2

July 19, 2023





## Riddell Bike Lane to Nowhere?

- Improvement required in permit to build adjacent multi-family residential units.
- Community interest has prompted renewed collaboration between City and County
- Could the permit include a mitigation fee instead of this premature development of a bike lane?



WHICH JOURNEY WILL YOU TRY OUT THIS YEAR?

SATURDAY  
**JULY 29**

# Bridging Bremerton 2023



**10 a.m.**  
**LET'S GET TO WALKING**

START AT  
EVERGREEN-ROTARY PARK

Explore all of the sights along the three-mile trail spanning two bridges.

**Noon**  
**A PARTY IN THE PARK**

HOSTED BY  
SEASIDE CHURCH

This community block party includes free games and food.

**4 p.m.**  
**HISTORY PUB CRAWL**

START AT  
HEAHETTE SALOON

Feel, taste and learn about Bremerton's history at various venues.

[#bridgingbremerton](https://www.instagram.com/bridgingbremerton)

Warren Bridge!  
Safe Streets!  
Bike Network!

6th Street!  
Comp Plan!  
Scooter Rentals!

**Bremerton Councilmembers Denise Frey and Jeff Coughlin invite you to a**

## JOINT DISTRICT MEETING

regarding

## MULTIMODAL TRANSPORTATION

Saturday, July 29, 2023, 1 - 3 PM at Evergreen Park Picnic Shelters 5 & 6 (Across from Evergreen Pizza)  
Stop by anytime as part of Bridging Bremerton!



WARREN AVENUE BRIDGE



MULTIMODAL PROJECT



# Conclusion and Options

- Alternatives 7 and 8 are the only viable alternatives that meet the project objectives, ensure safety, and match majority public preference.
  - Also ensures Bremerton is adopting modern design standards with a wide, attractive side for residents and visitors as part of the bridge-to-bridge trail.
- Option A: Council approves Alt 8 (14' East side and 5' West side) with any additional funds to go towards expanding West side.
  - Provides widest, most modern multimodal path for Bridge-to-Bridge trail.
- Option B: Council approves Alt 7 (12' East side and 5' West side) with any additional funds to go towards expanding West side.
  - 8' on West side is already in-budget if WSDOT doesn't request \$1.0 M for inspection.

# History of the Warren Multimodal Project Part I

- Sept. 2019 - Council accepts \$1.5M in funding.
  - "The design work includes preliminary engineering and permitting for pedestrian and bike improvements, deck resurfacing, and additional design on Warren Avenue to the south and north of the bridge."
- April 2021 - Council approves contract with WSDOT for design of the Warren Avenue Bridge with a Description of Work to:
  - 1) Widen one or both sides of the bridge to obtain a desirable shared use path width of 12', excluding shoulders, in accordance with WSDOT DM Chapter 1515.
  - 2) Replace existing center raised median with traffic barrier.



# History of the Warren Multimodal Project Part II

- Aug. 2021 - Council approves contract with SJC Alliance including four preliminary alternatives, including "connectivity...to tie into existing bicycle networks and bridge-to-bridge trail."
  - A) 8' both sides, B) 10' both sides, C) 12' West side with South end tunnel, and D) 12' on East side.
- Oct. 2022 - Council approves contract modification with SJC to add:
  - 12' West side with South end tunnel (though previously specified)
  - 14' West side with South end tunnel
- May 2023 – 12' and 14' East side alternatives with and without 5' ADA access on West side presented.

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 6-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	Both sides	Both sides	East side	Both sides	East side
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Inspection Feasibility	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Planning Level Project Cost (Design, Inspection, and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

**Structural and Inspection Feasibility, ADA compliance, and Under \$26.0 M Budget**

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 6-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	Both sides	Both sides	East side	Both sides	East side
Structural Feasibility	Yes	Yes	No	No	No	No	No	Yes	No	Yes	No
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Inspection Feasibility	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Planning Level Project Cost (Design, Inspection, and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

# Best Bridge-only Alternatives w/o Fatal Flaws and Under \$26.0 M Budget

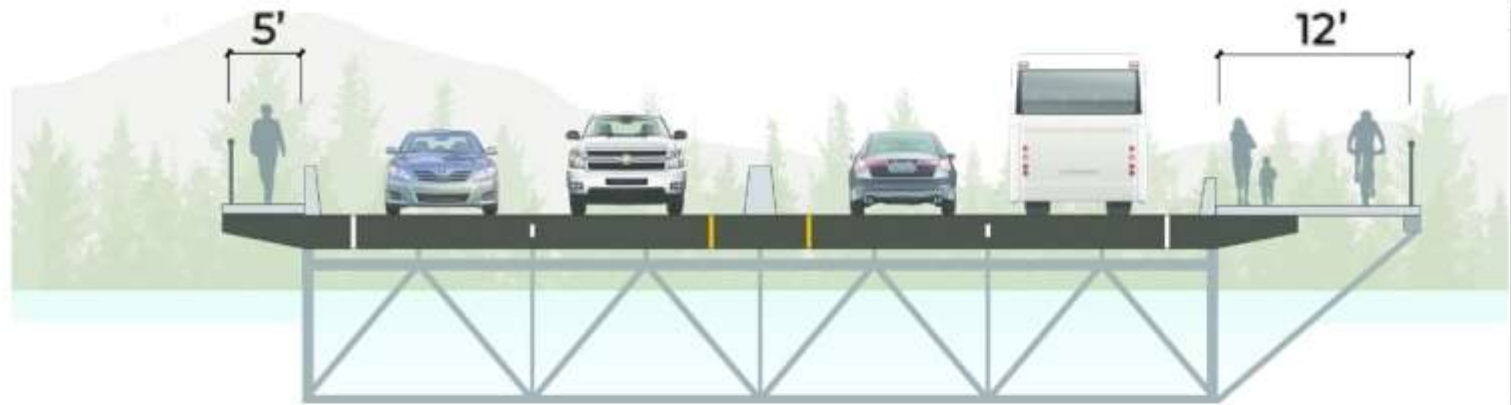
## ALTERNATIVE 2

Cost Estimate:  
\$25.6M



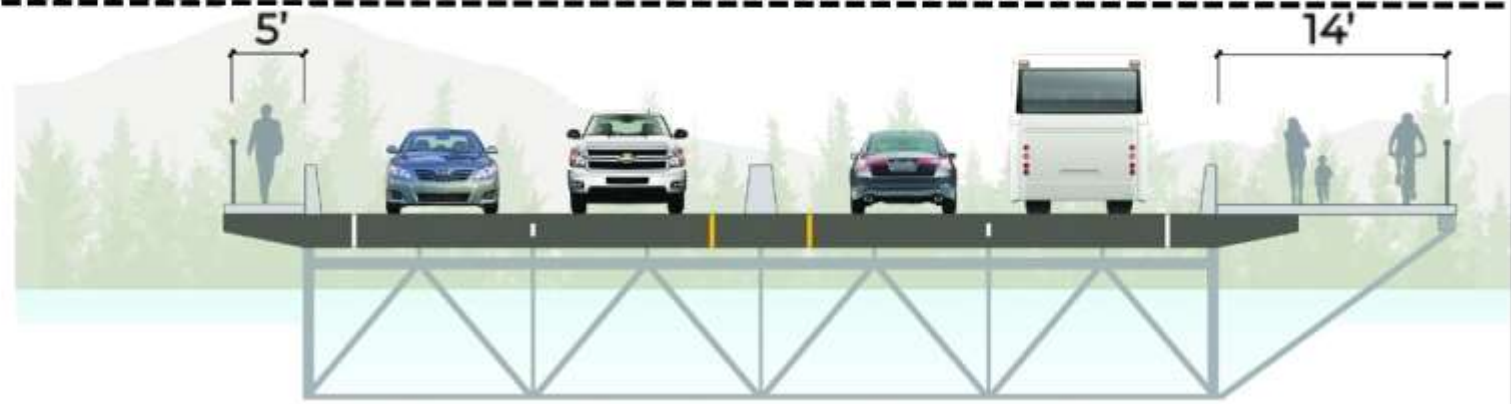
## ALTERNATIVE 7

Cost Estimate:  
\$23.0M



## ALTERNATIVE 8

Cost Estimate:  
\$25.6M



# Connector Concepts

**TUNNEL.....\$10.0M**

**LEBO BOULEVARD  
PATHWAY.....\$2.6M**

**ROTO VISTA PARK  
PATHWAY.....\$2.2M**

**ROADWAY/SIDEWALK  
IMPROVEMENTS..... \$5.8M**

*Note: The above listed projects are examples of potential off bridge improvements, and are conceptual designs only. Public outreach efforts will occur once additional funding is obtained to identify the community's preferred off bridge improvements.*

18TH STREET  
RAMP CLOSURE

POTENTIAL NON-  
MOTORIZED CONNECTION  
(TUNNEL)

17TH STREET ONE-WAY  
EASTBOUND CONVERSION

ROTO VISTA  
PARK PATHWAY

ELIZABETH AVENUE  
CONNECTION



SIDEWALK EXTENSION  
ALONG WHEATON WAY

LEBO BOULEVARD  
PATHWAY

JUNIPER STREET  
CONNECTION



# 12' is the Minimum Safe, Modern Option

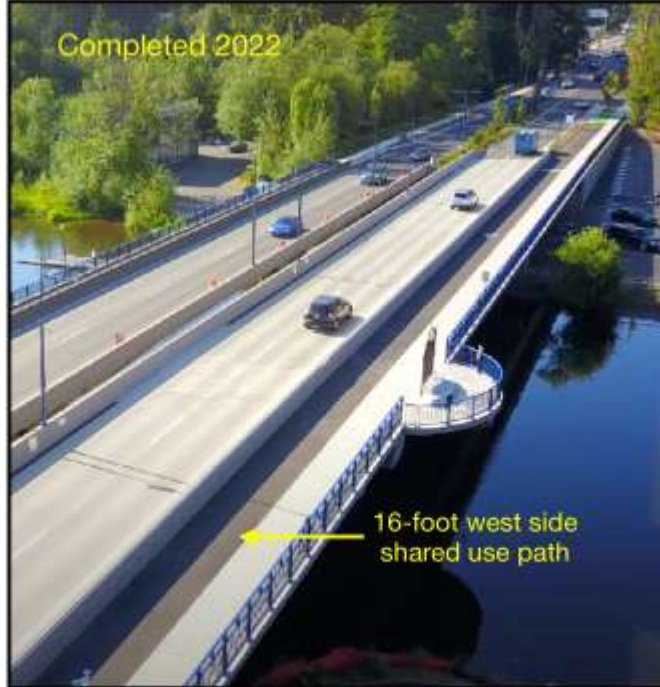
- Bremerton Port Washington Trail Master Plan references the Kitsap County Bicycle Facilities Plan, which says, "The minimum recommended width for a 2-way combined bicycle and pedestrian (multi-mode) use is 12 feet minimum for areas of high volume usage."
- WSDOT Shared-Use Path Design Manual states, "The desirable paved width of a shared-use path, excluding the shoulders on either side, is 12 feet."
- SR 303 Corridor Study states clear preference to have bicycle facilities on bridge connecting to bridge-to-bridge trail, i.e., a shared-use path.
  - The alternative (#2, Multimodal) that the final preferred alternative was based on has a wide, one-sided option bridge shared-used path.

## Bridge Shared Use Paths on only One Side are Commonplace

At right: The planned **White Salmon, WA - Hood River, OR** bridge replacement will have a 12-foot shared use path on only the west side of the bridge. It will provide an additional 10 feet at overlooks.



**Kenmore's 68th street bridge** has a new multimodal 16-ft shared use path on the west side, the east side was left unchanged at 5 feet, primarily for pedestrian use.



**SR-520 Floating Bridge** 14-ft shared use path connects Medina to Seattle



This shared use path, *on one side* of the I-90 floating bridge across Lake Washington, was built in 1993.



This shared use path, *on one side* of the SR 520 floating bridge across Lake Washington, was completed in 2017. Safety issues with the 10-foot width of the I-90 shared use path influenced WSDOT to widen this shared use path to 14 feet. The curvature of the hand rails gives additional room for handlebars. Pedestrians and cyclists can safely share this space.





# Public Online and Open House Takeaways

- Twice as many online survey respondents said a 12' (108) or 14' (88) width should be the minimum safe width compared to those that said 10' (94).
- Only 21% (59) of survey respondents that use the existing sidewalks (283) prefer to use the West side.
- Several bicycling experts from different groups have stated 12' is the minimum safe width, with many advocating for 14'.
  - 14' especially important considering rise of e-bikes and scooters.
- Public Open House Written Comments:
  - 73% (8) of comments mentioning width (11) advocate for 12' or greater.
  - 50% (8) of comments mentioning 1 vs 2 sides (16) advocate for expanding just 1 side.

# Conclusion and Options

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