



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 ☐ Phone (360) 473-5280

***** AMENDED *****

WEDNESDAY, FEBRUARY 14, 2024
CITY COUNCIL HYBRID STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to City.Council@ci.bremerton.wa.us. Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **February 21, 2024** City Council Meeting Agenda, or as indicated...

- Members of the public may click the link below to join the webinar:
<https://us02web.zoom.us/j/87318266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>
- Or One tap mobile:
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#
- 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 +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 873 1826 6756
Passcode: 857582

A. INFORMATION ONLY

1. Warren Avenue Bridge Multimodal Project Update

B. BRIEFINGS ON AGENDA BILL ITEMS

1. Confirm Appointment of Amy Waterman to the Bremerton Parks & Recreation Commission
2. Confirm Appointment of Cynthia Engलगau-Davis to the Bremerton Arts Commission
3. Amendment No. 6 to the Agreement with Kitsap County for Incarceration of City Prisoners
4. Resolution to approve the Capital Agreement with WA State Department of Commerce for the Connecting Housing to Infrastructure Program Grant for the Kitsap Community Resources Manette Housing Project- *Rescheduled to February 28, 2024*
5. Professional Services Agreement with Consor North America, Inc. for Construction Management and Inspection Services for the Quincy Square Project
6. Tourism Promotion Services Agreement with Westbrook/Main Consulting, LLC to provide Consulting Services on the impact of Lodging Tax Advisory Committee funding uses in Bremerton

C. GENERAL COUNCIL BUSINESS

1. Audit Committee Briefing (*Last Meeting 1/29/2024*) – Chair Anna Mockler
2. Public Safety Committee Briefing (*Last Meeting 2/6/2024*) – Vice Chair Michael Goodnow
3. Association of WA Cities Action Days Conference Report – Anna Mockler and Jeff Coughlin
4. Pre-Joint Planning Session Discussion – Council President Jennifer Chamberlin
5. Regional and Other Committee/Board Briefings
6. Other General Council Business (*As necessary, and as time allows...*)

D. ADJOURNMENT OF STUDY SESSION



Americans with Disabilities Act accommodations provided upon request. Those requiring special accommodations should contact the City Clerk's Office at (360) 473-5323 at least 24 hours prior to the meeting.

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Warren Avenue Bridge
Multimodal Project Update

Study Session Date: February 14, 2024

Presenter: Shane Weber

Phone: 360-473-2354

SUMMARY: This item is providing City Council with a status update of the Warren Avenue Bridge Multimodal Project. Since the last update provided to City Council on October 11th, 2023, there have been updates to the scope of the project based on new information provided by WSDOT as a result of the WSDOT UBIT field test, held on October 23, 2023. There are also additional updates on structural design budget estimates and funding.

HANDOUTS:

STUDY SESSION AGENDA:

No Presentation

Full Presentation

WARREN AVENUE BRIDGE MULTIMODAL PROJECT – PROJECT UPDATE

Bremerton Project No. 315032



AGENDA BILL DATE(S)

N/A – Informational Update Only

PRESENTERS

Shane Weber – COB Engineering Manager
Steve Roark – WSDOT Olympic Region Admin.

City Council Study Session
Wednesday, February 14, 2024



Introductions and Presentation Overview

Introductions

- Shane Weber
 - Project Manager / Transportation Capital Projects Engineering Manager
- Steve Roark
 - WSDOT Olympic Region Administrator

Presentation Overview

- ✓ Background / What have we been doing?
- ✓ Legislative Update
- ✓ Summary of WSDOT Field Test
- ✓ Alternative X Structural Feasibility
- ✓ Schedule Update
- ✓ Project Cost / Budget Update
- ✓ Next Steps
- ✓ Questions



Background / What have we been doing?

Council Selected Alternative – Alternative X

- On August 2nd, 2023 City Council passed resolution No. 3363 approving a bridge configuration, which includes:
 - 12' clear width pathway east side of bridge
 - 8' clear width pathway west side of bridge (or wider if budget is available)
 - Overlooks west side of bridge (if budget is available)

Bridge Alternatives Feasibility Study

- SCJ completed feasibility report
- A memorandum amending the feasibility report to include WSDOT Field Test and inclusion of Alt. X
 - Includes Alt. X Evaluation Structural Feasibility, loadings and preliminary catwalk layout

Contracting – SCJ, WSDOT

- Negotiating scope and fee with civil consultant (SCJ) for civil design of the project.
- Updating WSDOT scope and fee to include Alternative X design.

Other Items

- Re-baseline project schedule and update costs
- Coordinating with WSDOT on UBIT inspection and load ratings
- Reprogramming construction funding.



Legislative Update

Legislative Update

- **Administration is working on two tasks with the legislature**
 - **Reprogramming construction funding**
 - **\$25M in construction funding is currently programmed for 2029+ outer years**
 - **Administration is working closely with Senator Hansen to reprogram funding to 2025-2027 Biennium**
 - **Additional design funding**
 - **Design costs exceed \$1.5M**
 - **Legislative request for \$500K submitted to cover a portion of design cost overages**
- **House and Senate budgets come out mid February**



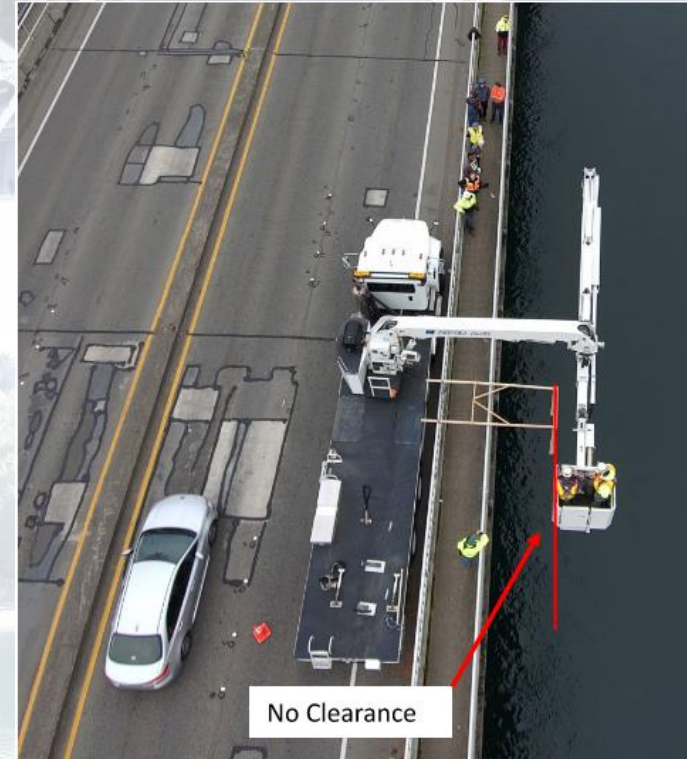
WSDOT Field Test

WSDOT Field Test / A62 UBIT Capability

- On October 23, 2023, WSDOT held a field test to evaluate the maximum reach of the A62 Under Bridge Inspection Truck (UBIT) on the Warren Avenue Bridge
- WSDOT currently services the Warren Avenue Bridge with an A62 Model UBIT
- A wooden 2" x 4" frame was attached to the existing pedestrian railing on the east side of the bridge to simulate an 8-ft clear width walkway
- The field test found that the A62 UBIT provides a 12' overall reach as measured from edge of truck to edge of bucket, which includes 2' of operational clearance and results in a 10' clear reach.
- WSDOT requires 2' of clearing from traffic barrier to truck and from pedestrian rail to edge of bucket for bounce and movement due to traffic, reflex in boom operation and moving the truck while deployed



WSDOT Field Test – Looking North



WSDOT Field Test – From above looking north

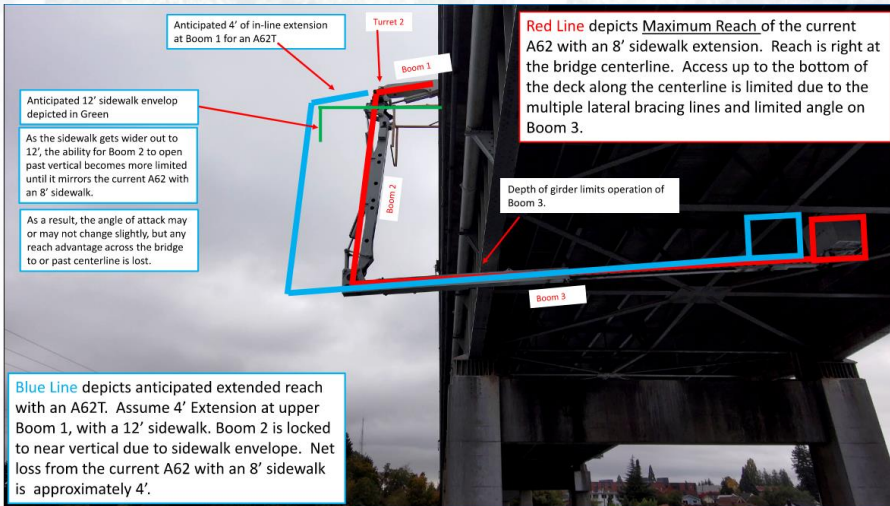


WSDOT Field Test Key Takeaways



Key Takeaways

- WSDOT's UBIT can reach over a clear pathway width of approximately 10', including barriers; this will provide for a 7.5' to 8' wide clear path depending on the design width of the traffic barrier and pedestrian railing.
- Widening the bridge greater than five feet clear pathway width (on either side) makes the inner face of the girder inaccessible to the A62 UBIT resulting in need for a catwalk.
- The centerline portion of the structure can no longer be reached unless widening on one side of the bridge is limited to an eight-foot clear reach (approx. 5.5' clear width pathway)



Maximum reach of A62 and A62T under 8' and 12' clear width widen scenario



Inspection of inside girder during field test – note inspector cannot reach to upper part of girder



Impacts of Field Test on Alternative X

A new UBIT will be required

- It is verified that a new UBIT with a greater reach potential will be required to inspect Alternative X
- Alternative X's 12-foot clear width pathway will require a UBIT that can reach over approximately 14.5'.
- An Aspen A62T UBIT provides approximately 15' of clear reach



Aspen A62T UBIT (Unknown Bridge)

Additional Inspection Mitigation Required

- A new A62T UBIT is unable to inspect the inside girders on both sides of the bridge and the center portion of the bridge.
- There are existing catwalks on the bridge that run the full length on both sides, however, these catwalks are not currently in use.
- The catwalks are situated too far away from the girders to inspect and rail heights do not meet WISHA/OSHA requirements for fall protection.



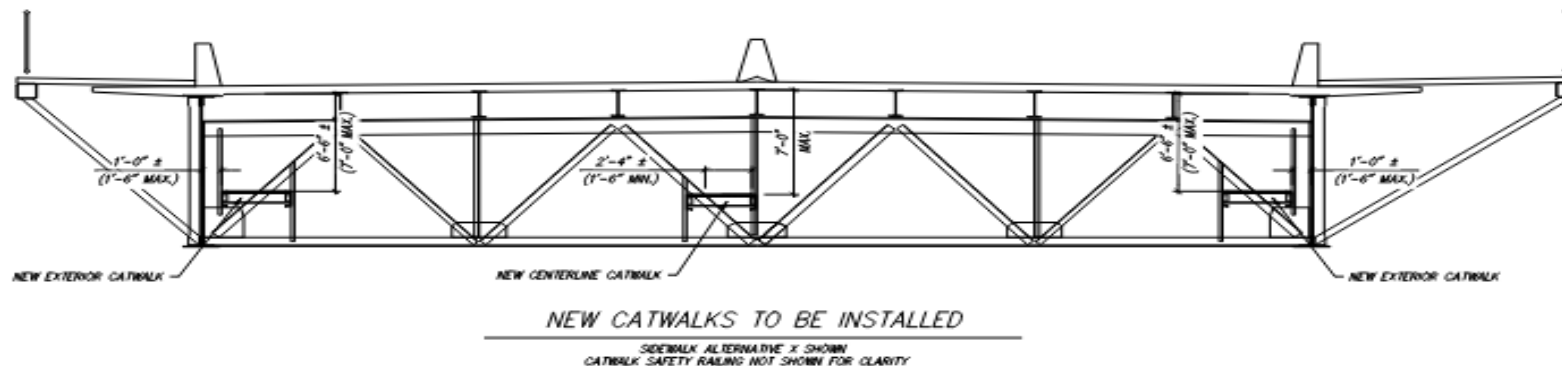
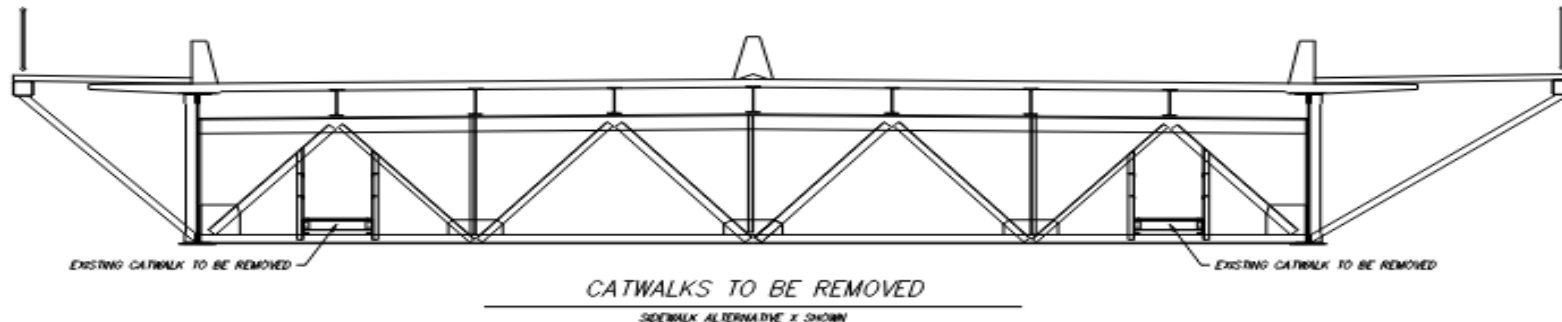
Existing catwalks on the Warren Ave Bridge



Impacts of Field Test on Alternative X, Cont'd

Additional Inspection Mitigation – Proposed Catwalk Modifications

- Mitigation would require removal of the existing catwalks on the bridge (as shown below).
- Mitigation would require installing new catwalks:
 - Along both sides of the bridge along the inside of the girders (exterior catwalks)
 - A new catwalk to inspect the center of the bridge (centerline catwalk).



Alternative X Structural Feasibility

Bridge Load Rating Criteria

- WSDOT completed a load rating of the Warren Avenue Bridge in 2013
- The 2013 load rating assumed different combinations of vehicle loads, which is typical for existing bridges
- The feasibility study assumed the same load rating assumptions for what was done in the 2013 load rating
- WSDOT has indicated that no new live loads for pedestrians need to be evaluated with combinations of vehicle live loads
- An updated load rating analysis would need to be completed upon construction of the new improvements

Seismic Retrofit Criteria

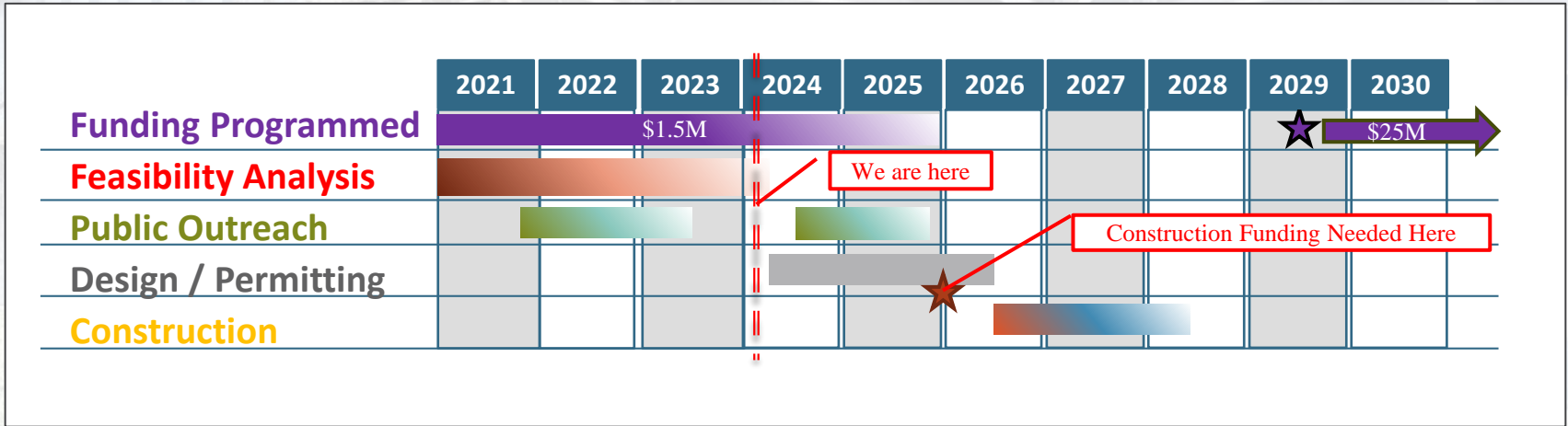
- The project is only allowed a 10% increase in overall structure weight before a seismic retrofit is required
- Alternative X fits within the weight limitations, but would need to be constructed with light weight items:
 - Light weight concrete for the center barrier
 - Light weight concrete for the edge barrier (both sides of the bridge)
 - Steel framing
 - Sidewalk decking constructed of steel or Fiberglass-Reinforced Polymer (FRP)



New FRP Decking at Bainbridge Ferry Terminal

Project Schedule and Cost Update

Updated Project Schedule – February 2024



Key Assumptions / Issues

- Feasibility study is anticipated to be complete in the next few weeks with the finalization of the supplemental memo.
- The schedule and costs on next slides assume design is underway in May this year.
- Design and permitting are anticipated to take 24 months; construction advertisement is anticipated mid 2026.
- Permitting assumes all work completed from the bridge with no work occurring from barges.
- Construction is anticipated to take approximately two years to complete but will depend on permitting requirements (yet to be determined).
- Assumes construction funding is available in 2026 (costs on next slides assume 2026 construction).
- Inflation was originally at 6% per year, but based on current research, has been assumed to be 3.25%



Project Cost Update – Preliminary Engineering

Current Cost Estimate (compared to estimate from October 2023)

Description	October 2023 Budget Need	February 2024 Budget Need	Change	Reason
Feasibility Study w/ City Admin Costs	\$520,000	\$550,000	\$30,000	Contract Amendment with SCJ to update feasibility study w/ Alt. X and WSDOT Field Test Results
City Administration	\$140,000	\$140,000	No Change	N/A
WSDOT Structural & Geotech Design	\$650,000 (Struct) \$200,000 (Geotech) \$850,000 (total)	\$590,000 (Struct) \$125,000 (Geotech) \$715,000 (total)	-\$135,000	Refined scope of work with WSDOT HQ Geotech and Structures staff
Civil Design Consultant	\$860,000	\$860,000	No Change	N/A
Total	\$2,370,000	\$2,265,000	-\$105,000	

Cost & Budget Considerations

- To date, the City has spent approximately \$550K on the project.
- WSDOT and Consultant scopes of work are currently being negotiated and are subject to change.
- UBIT Procurement cost included in City Admin and Civil Design Consultant Cost.
- Assumed project can begin design in May 2024 and duration of design is anticipated to take approx. 24 months.
- Current PE Budget is \$1.5M; forecasting a budget overage of \$765K
- Budget overage may be reduced to \$265K if City receives additional \$500K funding from legislature this year.



Project Cost Update – UBIT A62T

Current Cost Estimate (Compared to October 2023)

Description	October 2023 Budget Need	February 2024 Budget Need	Change	Reason
Capital Cost	\$1,180,000	\$1,280,000	\$100,000	Updated cost includes new pricing from WSDOT and 2026 year of expenditure (see assumptions below)
City Administration	Inc. in PE	Inc. in PE	No Change	N/A
Consultant Contract Procurement	Inc. in PE	Inc. in PE	No Change	N/A
Operations and Maintenance (Mitigation Costs)	\$0	\$740,000	\$740,000	2 years of operations and maintenance costs at \$370K per year will be required to incorporate into WSDOT fleet
Total	\$1,180,000	\$2,020,000	\$840,000	

Assumptions and Considerations

- Capital cost was originally budgeted at \$1M, inflated by 6% to 2025 year of expenditure; new budget need based on updated cost of UBIT (\$1.123M), inflated by 3.25% to 2026 year of expenditure.
- UBIT purchase must be made with \$25M construction funding
- The UBIT could take up to three years to build once purchase order is received.
- City would need to procure UBIT with competitive solicitation.
- WSDOT provided operations and maintenance cost of \$370K per year; this is best information at this time and is subject to change.



Project Cost Update – Construction

Current Cost Estimate (Compared to October 2023)

Description	October 2023 Budget Need	February 2024 Budget Need	Change	Reason
City Management and Administration	\$110,000	\$110,000	No Change	N/A
WSDOT Construction Engineering	\$150,000	\$150,000	No Change	N/A
Consultant Civil Engineering	\$100,000	\$100,000	No Change	N/A
Construction Management and Inspection	\$2,700,000	\$2,700,000	No Change	N/A
Construction Contract	\$21,600,000	\$23,300,000	\$1,700,000	Added catwalks, adjusted for current inflation rate and year of expenditure (see below)
Total	\$24,660,000	26,360,000	\$1,700,000	

Assumptions and Considerations

- Construction cost estimate originated in 2022 and is inflated to year of expenditure (2026) based on current inflation rates; 2023/2024 based on actual inflation; and future inflation rate estimated at 3.25%
- The Construction Contract was updated to include the following items:
 - Remove existing catwalk and install outer and center catwalk system; this cost estimated to be approx. \$2.8M
 - Updated future inflation rate from 6% to 3.25%
 - Updated year of construction expenditure from 2025 to 2026
- Construction Contract includes the following items
 - 25% construction contingency (standard practice)
 - Overlooks, estimated to be approximately \$300K
 - Art and Placemaking elements, estimated to be approximately \$275K



Project Cost Update – Total Project Cost

Current Cost Estimate (Compared to October 2023)

Description	Budget	February 2024 Budget Need	Change
Preliminary Engineering	\$1,500,000	\$2,265,000	\$765,000
Construction (incl. UBIT Procurement)	\$25,000,000	\$2,020,000 (UBIT) \$26,360,000 (Const) \$28,380,000 (total)	\$3,380,000
Total	\$26,500,000	\$30,645,000	\$4,145,000

Budget Considerations

- Estimated costs exceed budget; cost estimates assume construction beginning in 2026.
- Each year the construction is delayed, the Construction Contract increases by \$750K, assuming 3.25% inflation
- We will understand the status of our legislative requests in about two weeks:
 - \$500K for design
 - Move construction funding to 2026
- Considerations for Council
 - Council Resolution 3363: Wider than 8' clear width sidewalks on west side bridge if budget available. 8' clear width sidewalk in cost estimate.
 - Council Resolution 3363: Provide overlooks on west side of bridge if budget available. Overlooks included in cost estimates, cost is approximately \$300K
 - Art and placemaking elements included in the cost estimates, cost is approx. \$300K



Next Steps

Next Steps

- **City of Bremerton**
 - **Scope and fee negotiations with civil consultant (anticipate coming to council in April for contract approval)**
 - **Scope and fee supplement with WSDOT for structural/geotech (anticipate coming to council in April for contract approval)**
 - **Continue to work with legislature and WSDOT to reprogram construction funding**
 - **Closing funding gap on the design and construction phase overages**
 - **Future Council briefing after Legislative Session adjourns**



Questions



SHANE WEBER, P.E., PTOE
PROJECT MANAGER – ENGINEERING
SHANE.WEBER@CI.BREMERTON.WA.US
360-473-2354

Project Website: <https://www.warrenavebridgeproject.com>



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:

Confirm Appointment of Amy Waterman to
the Bremerton Parks & Recreation
Commission

Study Session Date: February 14, 2024
COUNCIL MEETING Date: February 21, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY:

The Mayor is seeking confirmation for the appointment of Amy Waterman to the Bremerton Parks & Recreation Commission. The term expires September 29, 2026.

ATTACHMENTS: 1). Application for City Board/Commissions/Committee – Amy Waterman

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 confirm the appointment of Amy Waterman to the Bremerton Parks & Recreation Commission for the term expiring September 29, 2026.

COUNCIL ACTION:

Approve Deny Table Continue No Action

Application for City Boards / Commissions / Committee

Date	11/15/2022
First Name	Amy
Middle Name	<i>Field not completed.</i>
Last Name	Waterman
Home Phone	██████████
Address1	████████████████████
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Occupation	Wireless Technology Consultant
Employer	Self Employed
Work Address1	████████████████████
Work Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Work Phone	6196949014
Fax	<i>Field not completed.</i>
Email	████████████████████
Education	BA in Writing and MBA
Local References	<i>Field not completed.</i>
I am interested in serving:	Arts Commission, Parks and Recreation Commission, Other

If other, please explain	<i>Field not completed.</i>
Is this an application for reappointment?	<i>Field not completed.</i>
How long have you lived in Bremerton	12 months
Why are you applying for this appointment?	I am new to the community of Bremerton so this application may be premature. But, if there is a need for membership on a City of Bremerton committee I would be happy to be considered.
Which of your personal and / or professional interests prompted you to apply for this appointment?	I have recently taken early retirement from a long career in technology working for many of largest technology companies in the world. As I shift to consulting work and semi-retirement, I am hoping to bring my skills and time to the amazing community of Bremerton. My background is in communications and policy with a great deep experience in public relations and public affairs. I also have a background in Finance and Wireless Communications. I am looking to involve myself in my new city and the important work being done to support it in the areas of the arts and the environment. However, all of the work being done by the City of Bremerton commissions is critical and I am open to helping in any way the city feels I could be of use.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	No
Please list your qualifications for this appointment (include skills, activities, training, education):	<p>Writing - including technical and business writing. Deep experience in policy positions, case studies, press releases, articles, technical literature, and script/speech writing.</p> <p>Research & Analysis - Experience in conducting and reporting of secondary and primary research.</p> <p>BA with an emphasis in writing</p> <p>MBA (not fully completed) with an emphasis in Finance</p> <p>Previous Board experience - Postpartum Health Alliance, Special Libraries Association and the University Heights Neighborhood Association (San Diego CA based).</p> <p>Previous leadership: Upward Unites, a California mentoring</p>

program focused on encouraging women to pursue degrees in Engineering and Computer Science.

What are your community interests (committee, organizations, special activities)?

I am currently engaged with the Kitsap Community Food Co-Op, a foster care non-profit based in Seattle and a maintain involvement on a beautification committee in San Diego, California.

Please list any accommodations you need to perform volunteer duties:

Field not completed.

We welcome your willingness to serve Bremerton.

Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.

Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

Updated 3/24/2020

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT:

Confirm Appointment of Cynthia Engelgau-Davis to the Bremerton Arts Commission

Study Session Date: February 14, 2024

COUNCIL MEETING Date: February 21, 2024

Department: Executive

Presenter: Mayor Wheeler

Phone: (360) 473-5266

SUMMARY:

The Mayor is seeking confirmation for the appointment of Cynthia Engelgau-Davis to the Bremerton Arts Commission. The term expires December 31, 2027.

ATTACHMENTS: 1). Application for City Boards/Commissions/Committee – Cynthia Engelgau-Davis

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 confirm the appointment of Cynthia Engelgau-Davis to the Bremerton Arts Commission for the term expiring December 31, 2027.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

Application for City Boards / Commissions / Committee

Date	10/25/2023
First Name	Cynthia
Middle Name	<i>Field not completed.</i>
Last Name	Davis-Engelgau
Home Phone	██████████
Address1	██████████████████
Address2	<i>Field not completed.</i>
City	Bremerton
State	Washington
Zip	98310
Occupation	retired
Employer	City of Bremerton
Work Address1	N/A
Work Address2	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Work Phone	<i>Field not completed.</i>
Fax	<i>Field not completed.</i>
Email	██████████████████
Education	BS-Oregon State University
Local References	Jeff Elevado 360-473-5428 Sunny Wheeler 360-621-4983

I am interested in serving:	Arts Commission
Is this an application for reappointment?	<i>Field not completed.</i>
How long have you lived in Bremerton	38 years
Why are you applying for this appointment?	Care about Bremerton's Art Community.
Which of your personal and / or professional interests prompted you to apply for this appointment?	Interest in the Arts and serving the City of Bremerton.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	Yes, The West Sound Arts Council
Please list your qualifications for this appointment (include skills, activities, training, education):	I was the past Arts Commission Liaison/Admin Staff, teach art classes, and am connected with our arts community.
What are your community interests (committee, organizations, special activities)?	I am interested in helping with special events, Quincy Square, the Creative District, making art and woodcarving.
Please list any accommodations you need to perform volunteer duties:	None.

We welcome your willingness to serve Bremerton.

Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of

employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.

Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

Updated 3/24/2020

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

SUBJECT:

Amendment No. 6 to the Agreement with
Kitsap County for Incarceration of City
Prisoners

Study Session Date: February 14, 2024
COUNCIL MEETING Date: February 21, 2024
Department: Police
Presenter: Ryan Heffernan
Phone: 370.473.5777

SUMMARY: The City of Bremerton and Kitsap County entered into an agreement for incarceration of prisoners on January 22, 2018 (“Agreement”), and subsequently entered into amended agreements through December 31, 2023. For the calendar year 2024, the current fee of \$157.05, per full bed-day, will remain the same.

ATTACHMENTS: Sixth Amendment to Kitsap County/City of Bremerton Agreement for Incarceration of City Prisoners.

FISCAL IMPACTS (Include Budgeted Amount):

\$1.5 million has been approved in the 2024 budget.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Sixth Amendment to the Kitsap County/City of Bremerton Agreement for Incarceration of City Prisoners 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

KC-231-17-F

**AMENDMENT
KITSAP COUNTY AND CITY OF BREMERTON
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

This Amendment to the Kitsap County and City of Bremerton Agreement for Incarceration of City Prisoners ("Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Bremerton, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-231-17 ("Agreement"), shall be amended as follows:

1. Section 22 (Duration) is amended to extend the termination date of the Contract to December 31, 2024.
2. Insurance. If this Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Jail Administration, 614 Division Street, MS-33, Port Orchard, Washington 98366.
3. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.
4. Counterparts/Electronic Signature. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
5. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to execute this Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

(Signatures on next page)

DATED this ___ day of _____, 202__

DATED this ___ day of _____, 202__

CITY OF BREMERTON

KITSAP COUNTY SHERIFF’S OFFICE

Greg Wheeler, Mayor

John Gese, Sheriff

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

DATED this ___ day of _____, 2024

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B4

*Rescheduled to
February 28 Study Session*

SUBJECT:

Resolution to approve the Capital Agreement with WA State Department of Commerce for the Connecting Housing to Infrastructure Program (CHIP) Grant for the Kitsap Community Resources Manette Housing Project

Study Session Date: February 14, 2024
COUNCIL MEETING Date: February 21, 2024
Department: DCD/CDBG
Presenter: S. Lynam
Phone: (360) 473-5375

SUMMARY:

In 2022, the City was awarded funding from the Connecting Housing to Infrastructure Grant (CHIP). The purpose of the CHIP grant is to support the development of affordable housing by funding the water, sewer, and stormwater utility improvements for the Manette Housing project. To that end, the City has been awarded \$430,000. The \$430,000 CHIP will be administered by the City on a reimbursements basis to Kitsap Community Resources for the Manette Housing project.

ATTACHMENTS:

1. Resolution with Exhibits
Exhibit A: Washington State Department of Commerce Capital Agreement
Exhibit B: Award Letter dated April 2022

FISCAL IMPACTS (Include Budgeted Amount): None, the City will administer the funds on a reimbursement basis to Kitsap Community Resources.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Resolution No. _____ approving the Approving the Capital Agreement with Washington State Department of Commerce for funding via the Connecting Housing to Infrastructure Program (CHIP); 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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B5

SUBJECT:

Professional Services Agreement with
Conсор North America, Inc. for Construction
Management and Inspection Services for the
Quincy Square Project

Study Session Date:	<u>February 14, 2024</u>
COUNCIL MEETING Date:	<u>February 21, 2024</u>
Department:	<u>Public Works</u>
Presenter:	<u>K. Ketterer</u>
Phone:	<u>(360) 473-5334</u>

SUMMARY:

The City will be soliciting bids in Spring 2024 for the construction of Quincy Square. The project will reconstruct 4th Street from Washington to Pacific Avenue. This agreement with Conсор will provide construction management, inspection, and material testing services for the project. The scope of work includes full-time inspection, construction management, documentation, administrative support, and public outreach support. The contract value is \$372,195.23.

ATTACHMENTS:

(1) Professional Services Agreement

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the Transportation Capital Fund, and this contract is within the budget for the project. The overall budget for Quincy Square is \$5,500,000.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the contract with Conсор North America, Inc., for construction management and inspection services for Quincy Square 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
Quincy Square Construction Management & Inspection Services
Project # 315012

The City of Bremerton (“City”) and Consor North America, Inc. (“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 January 2024, 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 A; 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 \$372,195.23. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit B 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 B.

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 B.

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-Consultants.

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 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 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 Consultants (sub-consultants or sub-Consultants) 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-Consultant 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 Tacoma, 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 Tacoma, 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: City Clerk
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Mike Hagerty
Conсор North America, Inc.
1102 Broadway Plaza, Suite 401
Tacoma, Washington 98402

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 including the 2 CFR part 200 subpart F.

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 Consultant 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 subConsultants, 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.

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Consultant will send each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applications for employment.

- D. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Consultant's noncompliance with nondiscrimination clauses of the contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the provisions of paragraphs (1) through (7) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 Washington State and 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 State or 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.

XII. Conflict of Interest. The Consultant covenants that no person, who presently exercises any functions or responsibilities in connection with the City of Bremerton Quincy Square Project, will obtain a personal or financial interest from the assisted activity. The Consultant further covenants that he/she presently has no interest in, nor shall he/she acquire any interest, direct or indirect, either for themselves or those with whom they have business, or family which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement any potential conflict, on the part of the Consultant or his/her employees, will be disclosed to the City.

XIII. Section 3. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall,

to the greatest extent feasible, and be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- B. The Consultant agrees to send each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles to hire, availability of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.
- C. The Consultant agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon the finding that the subcontractor is in violation of the regulations in 24 part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- D. The Consultant will certify that any vacant employment positions, including training positions that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- E. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

XIII. Prohibition on the Use of Funds for Lobbying Activities. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 prohibits recipients of federal contracts, awards, cooperative agreements, and loans from using appropriated funds to influence the Executive or Legislative Branches of the federal government in connection with a specific contract, award, cooperative agreement, loan, or any other award covered by §1352. 18 U.S.C. 1913 makes it a crime to use funds appropriated by Congress to influence members of Congress regarding congressional legislation or appropriations. Finally, the following are unallowable charges to award funds or cost sharing: certain electioneering activities, financial support for political parties, attempts to influence federal or state legislation either directly or through grass-roots lobbying, and some legislative liaison activities. Consultant shall execute the certification included herein as Exhibit “C” and include the certification in all subcontracts.

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

CITY:

CITY OF BREMERTON

CONSULTANT:

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Kylie J. Finnell, Bremerton City Attorney

By: _____
Angela Hoover, City Clerk

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SCOPE OF WORK

Project No. 315012: Quincy Square CONSTRUCTION MANAGEMENT & INSPECTION SERVICES CITY OF BREMERTON

Project Background

The 4th Street Project from Pacific Avenue to Washington Avenue was developed over the past several years by a grass roots consortium of active and interested citizens, professional groups, and developers. The vision for the block, honoring Quincy Jones, is to revitalize a long-neglected street into an active, housing-based, day-to-night urban center with focused arts, entertainment, and evening-centric retail spaces. The concept compliments and builds on the revitalization of downtown that has been happening block by block over the last two decades and will encourage increased density and housing in the downtown area. Key work includes new storm systems; new illumination, installation of numerous architectural features, removal of existing sidewalk and roadway, and installation of new concrete roadway and sidewalk including ADA-compliant curb ramps. The 4th street project has received funding through a Housing and Urban Development (HUD) grant and the construction contract will be administered in accordance with HUD requirements.

The project design is complete and the City is working on securing a construction contractor with field construction expected to start in the spring of 2024. The City is contracting with Consor North America, Inc. (Consultant) to provide construction management and inspection services for the construction phase of the project.

Project Summary

Consultant will perform project management, contract administration, construction management, construction inspection, community engagement, and testing and special inspection for the Quincy Square Project.

Project Assumptions

The construction contract is anticipated to be executed in 2024 for project kick-off and critical submittal phase. Once illumination system components and bollard submittals are approved, a work suspension is anticipated until illumination components and other manufactured products are fabricated. For budgeting purposes, a project suspension period of 90 calendar days (approximately 12 weeks) and an active construction duration of 70 working days (approximately 14 weeks) has been assumed. Contract term for this scope of work shall extend to June 30, 2025.

Scope of Services

Consultant is proposing to perform the following services in relation to the City's Quincy Square Project.

Task 1 - Project Management and Contract Administration

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume ten (10) monthly invoices and status reports.

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Issues encountered, and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls, or optional services
 - Construction schedule updates
 - Issues requiring project team action

Subtask 1.3 Project Safety Plan

Prepare a project specific safety plan for Consultant employees, to be used in conjunction with safety plans provided by the construction contractor.

Subtask 1.3 Deliverables

- Copy of project specific safety plan

Task 2 – Construction Contract Administration and Closeout

Objective

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget and schedule, quantities and quality of materials, and verify conformance with contract documents.

Subtask 2.1 Pre-Construction Meeting

Attend and participate in the Pre-Construction Meeting with up to Five (5) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.1 Assumptions

- Five (5) consultant staff to attend Pre-Construction Meeting, four (4) in person and one (1) by video conference.

Subtask 2.1 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.2 Project and Weekly Construction Meetings

Attend and lead project, weekly construction, and utility coordination meetings with up to two (2) consultant team members in attendance. Prepare meeting agenda for City's review and approval, run meeting, and issue meeting summary.

Subtask 2.2 Assumptions

- Two (2) consultant staff to attend. Construction Inspector attendance is covered in Task 3 and not included in this subtask. Assume 2 project meetings during the suspension period, 14 weekly meetings during active construction, and 2 utility coordination meetings.

Subtask 2.2 Deliverables

- Meeting agendas and meeting minutes

Subtask 2.3 Construction Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status. Develop and maintain an issue log to be reviewed at weekly meetings.
2. Issue change orders, including independent cost justifications, review force account tickets, minor change documentation, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Issue weekly statement of workdays (WSWDs) summarizing the work performed by the contractor and any unworkable days.
5. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
6. Monitor overall project construction budget.
7. Maintain and manage material quantity and quality documentation, including setting up and maintenance of the Record of Materials (ROM), review of materials submittals, facilitating submittal and resubmittals with the contractor, review of material testing reports, and facilitating final approval of materials submittals with the City.
8. Facilitate technical interpretations of the plans, specifications, and Contract Documents, and evaluate requested deviations from the approved design and/or specifications. Coordinate with the City for resolution of issues involving scope, schedule, and/or budget changes.

Subtask 2.3 Assumptions

- Development of ROM anticipated at 40 hours.
- Assume twenty-eight (28) WSWDs.
- Assume five (5) change orders taking ten (10) hours per change orders to coordinate with City, EOR and contractor and draft change orders.
- City will approve field work directives prior to execution

Subtask 2.3 Deliverables

- Change order documents for City review and approval.
- Field work directives and non-conformance reports
- Quality and quantity documentation
- Record of Materials (ROM)
- WSWDs
- Change Order Log
- Record of Force Account Analysis and Minor Changes

Subtask 2.4 Monthly Progress Estimates

Track quantities of materials installed monthly on pay note documents and draft progress estimates. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

Subtask 2.4 Assumptions

- Six (6) monthly estimates are assumed. It is anticipated that two (2) monthly estimates will be required during the suspension period for material on hand (MOH) requests and that four (4) monthly estimates will be required during active construction and project closeout.

Subtask 2.4 Deliverables

- Quantity tracking spreadsheet
- Monthly progress estimates with recommendation to pay

Subtask 2.5 Shop Drawings, Submittals and RFIs

Prepare and maintain submittal log for approximately 75 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 25 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.5 Assumptions

- 75 shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume 10 additional re-submittals.
- 25 RFIs are assumed, with an average of two (2) hours per RFI.

Subtask 2.5 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.6 Labor Compliance

Lead all labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent) and affidavit of paid wages (Affidavit).
2. Review and approve Request to Sublets (RTS).
3. Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
4. Coordinate wage rate interviews with construction inspector and contractors.
5. Oversee contractor Section 3 compliance and reporting, including subcontract review, utilization reports.

Subtask 2.6 Assumptions

- 15 Request to Sublets are assumed, with an average of one and half (1.5) hours per request.

Subtask 2.6 Deliverables

- Requests to Sublet filed
- Intents and Affidavits filed
- Certified payroll filed
- Wage rate interviews filed
- Section 3 Documentation filed

Subtask 2.7 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to City requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Management team will coordinate with the City and Contractor will develop and provide a punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of “Record Drawings”

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures.

Subtask 2.7 Assumptions

- Project Closeout Documentation will be done electronically. Paper copies will not be required.

Subtask 2.7 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive).

Task 3 – Construction Inspection

Objective

Provide full-time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City’s on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor’s operations and work.

Subtask 3.1 Construction Inspection

The Construction Inspector’s activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.
3. Observe/inspect the contractor’s activities, operations, and work and document the contractor’s work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City, include recording the contractor's operations as observed by Consultant, contractor's equipment and crews, daily photographs (with locations), and other pertinent information.
4. Monitor the contractor’s progress with respect to planned/scheduled work.
5. Document contractors and subcontractors working onsite and conduct wage rate interviews for all contractors, contractor and sub-contractors.

6. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).
7. Create field note records of bid item work performed.
8. Verify and document that traffic control is per accepted traffic control plans when on-site.
9. Verify and document business and apartment access during construction per accepted construction staging plan.
10. Keep Construction Manager and City informed of project progress, issues, and developments.
11. Review minor change requests by the contractor.
12. Coordinate, observe, and document material testing and special inspection
13. Utility coordination with stakeholders
14. Monitor contractor compliance with the City's NPDES permit on the Project. Including generating City erosion control reports and uploading to GIS.
15. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
16. Maintain field construction records.
17. Maintain photo log

Subtask 3.1 Assumptions

- Inspection hours estimated at 40 hours per week for 14 weeks (70 working days), which includes attendance at all project meetings, and 70 hours of overtime, as needed, to match contractor work hours or provide additional public outreach / coordination.
- Contractor will work normal 40-hour work weeks. For this project, the "normal" work week may occur at night.
- 3 site visits at 8 hours per visit will be required for MOH requests during the suspension period.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- Monthly Field Quantity Notes
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

Task 4 – Construction Communications and Outreach

Objective

Provide construction communications and outreach support to ensure the community is informed and to minimize impacts to local businesses, residents and stakeholders.

Subtask 4.1 Construction Communications and Outreach

Perform the following tasks.

1. Prepare a construction communications and outreach plan.
2. Prepare fact sheets, flyers and other materials.
3. Prepare custom construction signage and graphics.
4. Draft social media posts.
5. Support city's attendance at local events with materials and graphics.
6. Support development of onsite kiosk.
7. Support door-to-door outreach with materials.
8. Provide construction schedule and sequencing content to project website.
9. Set up and maintain database to track all interactions with the public.

Subtask 4.1 Assumptions

- The city will staff events, the kiosk, and door-to-door outreach.
- Assume one (1) original fact sheet and two (2) updates.
- Assume seven (7) flyers.
- Assume fifteen (15) social media posts.
- Assume five (5) website updates.

Subtask 4.1 Deliverables

- Communications and outreach plan
- Fact sheets
- Flyers
- Signage and graphics
- Website updates
- Database reports

Task 5 – Testing and Special Inspection Services During Construction

Objective

Work under this task includes material testing and special inspection services in accordance with Project requirements.

Subtask 5.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection.

Subtask 5.1 Assumptions

- Testing level of effort based on assumptions included in Materials Testing and Consulting Inc. (MTC) quote (attached).

Subtask 5.1 Deliverables

- Material test and special inspection test reports

Proposed Material Testing and Special Inspection Firm

- Materials Testing and Consulting – Material Testing and Special Inspection

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$ 372,195.23. The proposed fee estimate is provided as “Exhibit B.” Fee estimates are based upon Consultant’s approved indirect overhead rates. This includes a Management Reserve of \$25,000 and additional expenses billed as other direct costs for printing, mailers, etc.

**Consultant Fee Determination - Summary Sheet
Negotiated Fee**

City of Bremerton
 Project No. 4538: CM - Quincy Square
 Task Description:
 Consultant Fee Determination
 Consultant: Consor

Code LABOR	Classification	Man Hours Hours		Rate		Dollars
	Construction Manager VIII (Hagerty)	11	x	\$99.96	=	1,099.56
	Construction Manager V (M Warren)	539	x	\$62.75	=	33,822.25
	Construction Manager VI (A Randolph)	4	x	\$72.11	=	288.44
	Inspector IV (Hawkins)	674	x	\$44.00	=	29,656.00
	Technician III (Ramos)	208	x	\$41.25	=	8,580.00
	Technician III (S Raman)	219	x	\$38.00	=	8,322.00
	Principal I (C Hoffman)	55	x	\$88.94	=	4,891.70
	Project Manager I (N Thai)	55	x	\$56.25	=	3,093.75
	Coordinator IV (M Porter)	35	x	\$43.09	=	1,508.15
	Project Coordinator III (Z Wang)	75	x	\$38.46	=	2,884.50
	Administrative III (Gillis)	14	x	\$36.06	=	504.84
	Total Hours	1,889				
	Total DSC				=	94,651.19
Overhead (OH Cost -- including Salary Additives)						
	OH Rate x DSC of	194.22%	x	\$ 94,651.19	=	183,831.54
Negotiated Fee (NF):						
	NF Rate x DSC of	31.25%	x	\$ 94,651.19	=	29,578.50
Reimbursables						
<u>Itemized</u>		Quantity	Units			In Scope
Mileage		7,000	each	@	\$0.655	= 4,585.00
Management Reserve						25,000.00
Reimbursables Total						29,585.00
Consor Subtotal						337,646.23
Material Testing and Special Inspection Costs (Direct Expense)						
MTC						34,549.00
Grand Total						372,195.23

Prepared By: Mike Hagerty

Date: December 11, 2023

Project No. 4538: CM - Quincy Square
 City of Bremerton
 PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)											Hours	Labor	Overhead	Profit	Subconsultants		Expenses and Mileage	Total
	Construction Manager VIII	Construction Manager V	Construction Manager VI	Inspector IV	Technician III	Technician III	Principal I	Project Manager I	Project Coordinator IV	Project Coordinator III	Administrative III					MTC	Subconsultant Total with Markup		
	\$99.96	\$62.75	\$72.11	\$44.00	\$41	\$38	\$89	\$56	\$43	\$38	\$36								
Average Billing Rate Estimated per Classification/Staff Name	HagertyMic	WarrenMar	RandolphAnd	HawkinsRic	RamosHei	RamanSuc	HoffmanChr	ThaiNan	PorterMel	WangZiq	GillisAsh			194.22%	31.25%				
Task 1 - Project Management and Contract Administration																			
Task 1.1 - Project Coordination	10						10												
Task 1.2 - Invoices/Status Reporting		10									14								
Task 1.3 - Project Safety Plan	1	1																	
Task 1 Subtotal	11	11	0	0	0	0	10	0	0	0	14	46	\$ 3,184	\$ 6,184	\$ 995	\$ -	\$ -	\$ 10,363	
Task 2 - Construction Contract Administration and Closeout																			
Task 2.1 - Pre-Construction Meeting		16	4	4	4		2					30	\$ 1,811	\$ 3,518	\$ 566	\$ -	\$ -	\$ 5,895	
Task 2.2 - Project and Weekly Construction Meetings		90					14					104	\$ 6,893	\$ 13,387	\$ 2,154	\$ -	\$ 917	\$ 23,351	
Task 2.3 - Construction Contract Administration		128				140						268	\$ 13,807	\$ 26,816	\$ 4,315	\$ -	\$ -	\$ 44,938	
Task 2.4 - Monthly Progress Estimates		26				24						74	\$ 3,534	\$ 6,863	\$ 1,104	\$ -	\$ -	\$ 11,500	
Task 2.5 - Shop Drawings, Submittals and RFIs		220				55						275	\$ 15,895	\$ 30,871	\$ 4,967	\$ -	\$ -	\$ 51,733	
Task 2.6 - Labor Compliance		8				100						108	\$ 4,302	\$ 8,355	\$ 1,344	\$ -	\$ -	\$ 14,002	
Task 2.7 - Project Closeout		40			40	40						120	\$ 5,680	\$ 11,032	\$ 1,775	\$ -	\$ -	\$ 18,487	
Task 2 Subtotal	0	528	4	4	208	219	16	0	0	0	0	979	\$ 51,921	\$ 100,842	\$ 16,225	\$ -	\$ -	\$ 169,906	
Task 3 - Construction Inspection																			
Task 3.1 - Construction Inspection				670								670	\$ 29,480	\$ 57,256	\$ 9,213	\$ -	\$ -	\$ 99,617	
Task 3 Subtotal	0	0	0	670	0	0	0	0	0	0	0	670	\$ 29,480	\$ 57,256	\$ 9,213	\$ -	\$ -	\$ 99,617	
Task 4 - Construction Communications and Outreach																			
Task 4.1 - Materials (flyers, fact sheets)							3	30	15			48	\$ 2,601	\$ 5,051	\$ 813	\$ -	\$ -	\$ 8,464	
Task 4.2 - Signage							3		15	10		28	\$ 1,298	\$ 2,521	\$ 406	\$ -	\$ -	\$ 4,224	
Task 4.3 - Social Media							5		5	15		25	\$ 1,237	\$ 2,403	\$ 387	\$ -	\$ -	\$ 4,026	
Task 4.4 - Kiosk/Office hours							5	15				20	\$ 1,288	\$ 2,502	\$ 403	\$ -	\$ -	\$ 4,194	
Task 4.5 - Events							5	10		10		25	\$ 1,392	\$ 2,703	\$ 435	\$ -	\$ -	\$ 4,530	
Task 4.6 - Website content							5		15			20	\$ 1,022	\$ 1,984	\$ 319	\$ -	\$ -	\$ 3,325	
Task 4.7 - Contact database							3		25			28	\$ 1,228	\$ 2,386	\$ 384	\$ -	\$ -	\$ 3,998	
Task 4 Subtotal	0	0	0	0	0	0	29	55	35	75	0	194	\$ 10,066	\$ 19,550	\$ 3,146	\$ -	\$ -	\$ 32,761	
Task 5 - Testing and Special Inspection Services During Construction																			
Task 5.1 - Material Testing and Special Inspections												0	\$ -	\$ -	\$ -	\$ 34,549	\$ 34,549	\$ -	\$ 34,549
Task 5 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 34,549	\$ 34,549	\$ -	\$ 34,549
Task 6 - Management Reserve																			
Task 6.1 - Management Reserve												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	
TOTAL - ALL TASKS	11	539	4	674	208	219	55	55	35	75	14	1889	\$ 94,651			\$ 34,549	\$ 34,549	\$ 4,585	\$ 372,195



Date: **December 28, 2023**
 Client Name: **Bremerton Public Works & Utilities** Contact: **Mike Hagerty, PE**
 Address: **100 Oyster Bay Avenue North, Bremerton, WA 98312** Phone: **925.200.9898**
 Email: **Mike Hagerty <Mike.Hagerty@consoreng.com>** Geotech of Record: **NA**
 Architect: **Rice Fergus Miller** Based on Plans Dated: **review set 100% (reduced)**
 Project Name: **QUINCY SQUARE-PACIFIC AVENUE TO WASHINGTON AVENUE, BREMERTON, WA**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Utility Trench Compaction includes structures and will overlap with hours below	Hour	40	\$ 90.00	\$ 3,600.00
IPDS	Site Subgrade & Rock Course Compaction for all Hardscaped Areas- includes T-probes, Proof rolls etc.	Hour	80	\$ 90.00	\$ 7,200.00
IPDA	Asphalt Paving	Hour	10	\$ 90.00	\$ 900.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	12	\$ 90.00	\$ 1,080.00
RC	Concrete Sampling and Testing- includes all CIP concrete, driveways, walkways, etc estimating 20 + placements	Hour	120	\$ 95.00	\$ 11,400.00
PA	Epoxy & Expansion Anchors Allowance	Hour	12	\$ 95.00	\$ 1,140.00
Subtotal - Special & Construction Inspection:					\$ 25,320.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	6	\$ 358.00	\$ 2,148.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation(concrete agg)	Each	2	\$ 171.00	\$ 342.00
SE	Sand Equivalent	Each	3	\$ 132.00	\$ 396.00
FRAC	Fracture Percentage	Each	2	\$ 92.00	\$ 184.00
UVC	Uncompacted Void Content	Each	1	\$ 198.00	\$ 198.00
EXT	Asphalt Extraction with Gradation	Each	1	\$ 376.00	\$ 376.00
RICE	Rice Density	Each	1	\$ 125.00	\$ 125.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - includes field cures and early breaks	Each	125	\$ 30.00	\$ 3,750.00
Subtotal - Laboratory Testing:					\$ 7,519.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	18	\$ 95.00	\$ 1,710.00
Subtotal - Project Management & Consulting Services:					\$ 1,710.00
Budget Estimate for Services - Total:					\$ 34,549.00



Date: *December 28, 2023*

Client Name: *Bremerton Public Works & Utilities* **Contact:** *Mike Hagerty, PE*

Address: *100 Oyster Bay Avenue North, Bremerton, WA 98312* **Phone:** *925.200.9898*

Email: *Mike Hagerty <Mike.Hagerty@consoreng.com>* **Geotech of Record:** *NA*

Architect: *Rice Fergus Miller* **Based on Plans Dated:** *review set 100% (reduced)*

Project Name: *QUINCY SQUARE-PACIFIC AVENUE TO WASHINGTON AVENUE, BREMERTON, WA*

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime which is over 8 hours daily, any Saturday work and 2 times the regular charge for Sundays and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdeell
360-508-6336
chr@mtc-inc.net

Client Authorized Signature

Printed Name & Title

Date

Exhibit "C"

Anti-Lobbying Certification

I, _____ hereby certify on behalf of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for make or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 for each such failure.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B6
Updated

SUBJECT:

Tourism Promotion Services Agreement with Westbrook/Main Consulting, LLC to provide Consulting Services on the impact of Lodging Tax Advisory Committee funding uses in Bremerton

Study Session Date: February 14, 2024
COUNCIL MEETING Date: February 21, 2024
Department: Financial Services
Presenter: Mike Riley
Phone: (360) 473-5303

SUMMARY:

Duties and responsibilities will include (but not be limited to) gathering and analyzing the current LTAC process; prove “real” tourism/economic impact of awardees; define cost structure to the city for current process, investigate comparative city/county systems and clarify present goals of the City of Bremerton’s tourism initiatives and any resulting infrastructure needs or improvements. The process will include communication with key City of Bremerton staff and executives, as well as key stakeholders to the LTAC process, coordination of meetings, and any added work needed to ease the successful completion of the Transition of current LTAC Award Structure.

ATTACHMENTS: 1) 2024 Lodging Tax Award Contract *Updated*; 2) Westbrook/Main Consulting, LLC Scope of Work *Updated*

FISCAL IMPACTS (Include Budgeted Amount): \$16,000; \$10,500 Lodging Tax already included in 2024 budget; \$5,500 General Fund not previously budgeted

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Tourism Promotion Services Agreement with Westbrook/Main Consulting, LLC in the amount of \$16,000; authorize a budget adjustment of \$5,500; 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

TOURISM PROMOTION SERVICES AGREEMENT

The City of Bremerton (“City”) and Westbrook Main Consulting, LLC (“Organization”), referred to collectively as the “Parties,” enter into the following Agreement for Tourism Promotion services:

I. Scope: The Organization shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Organization shall provide to the City a work plan attached hereto as Exhibit A setting forth its goals and objectives for successful tourism promotion. The event(s) promoted by Organization must occur within the agreement Term, unless otherwise agreed to in writing by the City.

II. Term: This agreement shall commence on upon execution of the agreement and shall continue in full force and effect until December 31, 2024 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement City shall pay the Organization an amount not to exceed Ten-thousand five-hundred dollars and zero cents. (\$10,500.00) for Tourism Promotion services and an additional five-thousand five hundred and zero cents (\$5,500.00) from the City’s general fund budget for a total not-to-exceed amount of Sixteen Thousand dollars and zero cents (\$16,000). However, funding for this Agreement is subject to the actual Hotel/Motel Tax funds received by the City. If Hotel/Motel Tax receipts are lower than budgeted funding may be decreased.

A. Payment will be released when the following has been fulfilled:

- I. The Organization shall submit billing invoices, by the 15th of the month following the end of the month or quarter in which services were performed, detailing how activities and services performed by the Organization during the preceding month have specifically promoted tourism in the City of Bremerton including the attached reporting form for the reimbursement period with measurable results as required by RCW 67.28.1816 (2).
- II. The Organization will provide proof of insurance, agree to the use of Automated Clearing House (ACH) Direct Deposit, a signed W-9, and current City Business license.

B. Upon receipt of a conforming billing invoice, the City shall promptly process payment. If a billing invoice does not conform to this Agreement, the City may withhold payment until the invoice is brought into compliance. Sample of a conforming invoices and reimbursement request and support is provided in Exhibit B.

- I. Such withholding does not relieve the Organization of its obligations under this Agreement. Failure by the Organization to submit all conforming billing invoices by January 10th, 2025 after the expiration of this Agreement may result in the forfeiture of remaining unbilled compensation.

C. The Organization 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.

IV. Relationship of Parties: The Organization 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. The Organization and its personnel are independent contractors and not employees of the City. The Organization and its personnel have no authority to bind the City or to control the City's employees and other contractors. 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 Organization. Organization will be solely and entirely responsible for its acts and for the acts of the Organization'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 contractors to perform the same or similar work.

As an independent contractor, the Organization 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 Organization or its personnel.

As an independent contractor, Organization 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 Organization.

V. Indemnification: Organization 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.

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.

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

VI. Insurance: Prior to and during the performance of the work covered by this Agreement, Organization shall provide the Risk Manager for the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage of at least \$1,000,000.00 per occurrence. In the event Organization organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, Organization shall also provide evidence that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as

additional insured and it shall be an affirmative obligation upon Organization 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 Organization'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.

VII. General Conditions:

A. Reports and Information: When requested by the City, Organization 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 per Exhibit A and B. Organization shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

B. Work Performed at Organization's Risk: Organization 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 Organization's own risk, and Organization 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.

C. Place of Work: The Organization shall perform the work authorized under this Agreement at its offices in Kooskia, ID and online. Any necessary meetings with the City staff shall take place at the City's offices and online, or at locations mutually agreed upon by the parties.

D. 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.

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

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

G. 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.

Contracts Administrator

City of Bremerton
345 6th Street, Suite 100

Organization Address

Westbrook Main Consulting, LLC
104 Sunset Lane

H. 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.

I. 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.

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

K. 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.

L. 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.

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

N. Veracity of Data: The City recognizes that due to the nature of this engagement and insights to be gathered, neither Lori Main nor *Westbrook Main, LLC* can guarantee the veracity of data used to develop the final recommendation.

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 may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services Organization is providing to the City as of the effective date of termination.

XI. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF BREMERTON

WESTBROOK MAIN CONSULTING,
LLC

By: Greg Wheeler
its: Mayor
Date: _____

By: _____
its: _____
Date: _____

Approved as to form:

Attest:

Kylie Finnell, Bremerton City Attorney

City Clerk, Angela Hoover



November 3, 2023

City of Bremerton
Mike Riley, Director of Financial Services
Kylie Finnell, City Attorney
345 Sixth Avenue
Bremerton, WA 98337

Subject: Consulting Services

This letter is to communicate our mutual agreement for the engagement of Lori Main of *Westbrook|Main, LLC Consulting*, for the purposes of consulting and advisory services for Transition of Current LTAC Award Structure in the City of Bremerton.

This engagement will be for the approximate period beginning February 13, 2024, to May 15, 2024. All work will be performed on a Time and Materials basis, payable upon receipt of invoice. Invoices will be sent per City of Bremerton's specifications weekly.

Work performed within the Scope of Work [ADDENDUM A] will be billed at \$100.00 (one hundred dollars) per hour plus expenses. This agreement may be ended at once by either party for cause with written notification or, without cause with two weeks written notification.

Duties and responsibilities will include (but not be limited to) gathering and analyzing the current LTAC process; prove "real" tourism/economic impact of awardees; define cost structure to the city for current process, investigate comparative city/county systems and clarify present goals of the City of Bremerton's tourism initiatives and any resulting infrastructure needs or improvements. The process will include communication with key City of Bremerton staff and executives, as well as key stakeholders to the LTAC process, coordination of meetings, and any added work needed to ease the successful completion of the Transition of Current LTAC Award Structure.

Both parties recognize that Lori Main of *Westbrook|Main, LLC* will be collaborating, advising, and directing the efforts of local stakeholders to fulfill this agreement. Due to the nature of this engagement and insights to be gathered, neither Lori Main nor *Westbrook|Main, LLC* can guarantee the veracity of data used to develop the final recommendation; yet will use her 30 years of hospitality experience to ensure it is as accurate as possible.

This agreement has been entered into by both parties in good faith and must be completed in good faith. I look forward to the successful completion of the Transition of Current LTAC Award Structure.

Sincerely,

Lori Main

Lori Main
Westbrook|Main, LLC Consulting
104 Sunset Lane
Kooskia, ID 83539
lori@westbrookmain.com

ADDENDUM A

Scope of Work

Each phase of engagement outcome will be delivered to the city appointee for review and approval before moving to the next phase.

Phase 1: *(3-to-4-week period; estimated 30 hours; not to exceed 40 hours)*

- Analyze current LTAC Process
- Prove “real” tourism/economic impact of awardees (trailing 12–24-month sample)
- Define cost structure to City of Bremerton of current process

Phase 2: *(3-to-4-week period; estimated 30 hours; not to exceed 40 hours)*

- Clarify present goals of City of Bremerton’s tourism initiatives
 - Define infrastructure needs to meet stated goals
 - Establish assumptive budget figures for infrastructure goals
- Investigate comparative municipalities’ process

Phase 3: *(6-8-week period; estimated 60 hours; not to exceed 80 hours)*

- Develop recommendation
 - Definition and documentation of the engagement process for the LTAC chair.
 - Review will include actions taken to reach outcome, stakeholders involved, community outreach used, as well as (but not limited to) data contributing to recommendation.
 - Creation and documentation of necessary reports and data requirements.
 - Establish reporting format, process, and distribution.
- Establish Roles and responsibilities
 - The roles and responsibilities of team(s) within *the City of Bremerton* will be documented and agreed upon.
- Define Engagement Closure
 - Definition and documentation of the process and procedure requirements of any LTAC awardees.
- Define Operational hand-off Requirements
 - Definition of the transition process and the necessary documentation and knowledge transfer before Westbrook|Main, LLC Consulting engagement is concluded.
- Any other work considered proper and necessary by *City of Bremerton*