



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

WEDNESDAY, JUNE 12, 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. Please note that Public Comment will be taken on **Item B1 through Item B4** and Council action is anticipated. For the remaining items, the content of the Agenda Bills is subject to change, no public comments will be taken, and no action is anticipated. Public questions or comments may be submitted on any item at any time to City.Council@ci.bremerton.wa.us. If approved by the Council, **Item C1** and **Item C2** will be placed on the **June 26, 2024** Study Session Agenda for action...*

- *Members of the public may click the link below to join the webinar:
<https://bremertonwa.gov.zoom.us/j/8738266756?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*

A. INFORMATION ONLY ITEMS – *Department and/or Consultant-led topics; followed by Council Q & A*

1. Update on USS Bremerton Memorial at Navy League Park – Former Commanders of the USS Bremerton Jerry Logan, Tom Zwolfer, and Alan Beam (10-Minutes)
2. Update on Waste Management 2024 Public Education and Outreach Plan – City of Bremerton Contracts Administrator Melinda Monroe; and Waste Management Representatives Rhianne Janovich and Laura Moser (20-Minutes)
3. Status Update on the DEI Position – Melinda Monroe, Contracts Administrator (10-Minutes)

B. ACTION ON AGENDA BILL ITEMS – *Public Comment will be allowed for Items 1-4*

1. Local Agency Contract with Active Construction, Inc. for the Quincy Square Project
2. Contract Modification Agreement No. 6 with Rice Fergus Miller, Inc. for the Quincy Square Project
3. Goods and Services Agreement with Studiofolia for Design, Fabrication, and Installation of a Sculpture for the Quincy Square Project
4. Agreement with Markley's Precision Company for Reservoir 17 – Interior Coating Replacement Project

C. BRIEFINGS ON AGENDA BILL ITEMS – *Action proposed at Study Session on June 26*

1. Proposed Public Hearing and Resolution to adopt the 2025 – 2030 Six Year Transportation Improvement Program
2. Proposed Resolution to show support for raising the PRIDE Commemorative Flag at the Norm Dicks Government Center and throughout Bremerton in support of the LGBTQ+ Community

Continued on next page...



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.

D. **GENERAL COUNCIL BUSINESS** – *Items 1-2 are a maximum 10-minutes each, with Council Q&A*

1. Discussion on Parks Commission – Council Member Jane Rebelowski
- [2.](#) Proposal for June 26 Presentation on Support Organization “Blue Bills” – President Chamberlin
3. Public Safety Committee Briefing (*Last Meeting 6/06/2024*) – Chair Denise Frey
4. Regional and Other Committee/Board Briefings
5. Other General Council Business (*As necessary, and as time allows...*)

E. **ADJOURNMENT OF STUDY SESSION**

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Update on USS Bremerton
Memorial at Navy League Park

Study Session Date: June 12, 2024

PRESENTERS:

Former Commanding Officers of USS BREMERTON Jerry Logan, Tom Zwolfer, and Alan Beam

SUMMARY:

A brief Project Update on the USS Bremerton Memorial will be provided.

HANDOUTS: Presentation

BREMERTON MONUMENT AT NAVY LEAGUE PARK

BRIEF TO THE CITY COUNCIL

12 JUNE 2024



USS BREMERTON HISTORY

- Cruiser in service 1945-1960
 - Named when city wins war bond drive
 - Anchor in Bremerton at Hal's Corner
- Submarine in service 1981-2021
 - Ship in Puget Sound Naval Shipyard to be recycled in 2025

BREMERTON MONUMENT AT NAVY LEAGUE PARK

- First & Callow in Bremerton
 - Parks and sites across Bremerton studied with Bremerton Parks, Public Works, City Attorney
 - Visible gateway to the city
 - Preserves limited park open space
 - New park asset for the city



BREMERTON MONUMENT AT NAVY LEAGUE PARK

DESIGN STATEMENT

For more than 40 years, the USS Bremerton navigated the waters of the world, returning to PSNS on occasion to be readied for it's next mission. Concurrently, the City of Bremerton navigated it's relationship with PSNS for the benefit of our community and the US Navy. Together, the histories of the USS Bremerton, PSNS, and the City of Bremerton are uniquely intertwined like the flowing waters the USS Bremerton plied.

USS BREMERTON MONUMENT

NAVY LEAGUE PARK
BREMERTON, WASHINGTON

BREMERTON MONUMENT AT NAVY LEAGUE PARK



- NEW PARKING STRIPES
- CA-130 ANCHOR
- SSN-698 ANCHOR
- LOW MAINTENANCE GROUNDCOVER
- UPPER RUDDER
- AGGREGATE CONCRETE
- LARGE MONUMENT SIGN
- 3 FLAGPOLES --- US, STATE, NAVY
- ENGRAVED PAVERS
- RIGHT STERN PLANE
- 4 INTERPRETIVE SIGNS - OVERLAPPING HISTORY
1891-1950, 1950-1975, 1975-2000, 2000+
- HISTORY OF USS BREMERTON CA-130
- HISTORY OF USS BREMERTON SSN-698
- HISTORY OF BREMERTON NAVAL SHIPYARD
- HISTORY OF CITY OF BREMERTON
- PAIR FIXED CLEATS
- LOW MAINTENANCE GROUNDCOVER
- PAIR FIXED CLEATS
- 5' WIDE CRISSCROSSING SIDEWALKS ---
SYMBOLIC OF FLOWING WATER
- LEFT STERN PLANE
- SSN-698 SAIL WITH SAIL PLANES
- BAD FISH LOGO EMBEDDED IN PAVING
- AGGREGATE CONCRETE
- LOW MAINTENANCE GROUNDCOVER
- LOWER RUDDER



PROGRESS AND PLANS TO DATE

- \$20,000 donation provided to Bremerton Navy League towards memorializing USS BREMERTON
- Preliminary design complete
- Preferred site recommended by Mayor Wheeler
- Fundraising through Bremerton Navy League of the U.S. 501(C)3 non-profit begins now
- Submarine components requested from the Navy

CITY - NAVY LEAGUE PARTNERSHIP

- Agree to build the monument at First & Callow
- Allow cruiser USS BREMERTON anchor move from Hal's Corner (Warren Ave & Sheridan Road)
- Accept ownership of the monument components

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT: Update on Waste Management
2024 Public Education and Outreach
Program

Study Session Date: June 12, 2024

Presenter: Melinda Monroe

Phone: 360-473-5306

SUMMARY:

Waste Management provides an annual public education outreach campaign for the City of Bremerton. The proposed 2024 Citizen Outreach is focused on reducing contaminated recycling and yard waste composting and includes a cart tagging component scheduled for outreach in July through September 2024.

HANDOUTS: 1) Waste Management 2023 Annual Reporting and 2) 2024 Public Education Outreach Plan

2023
ANNUAL REPORT
BREMERTON



WM is a Proud Contributor to the Bremerton Community

Your community is our community, too!
 In 2023, WM contributed more than \$5,298 through memberships, sponsorships, and in-kind service to Bremerton events and organizations, including:

- Bremerton Blackberry Festival
- Beautify Bremerton
- The Armed Forces Day Parade
- KITSA Sinclair Inlet clean-up Earth Day
- KITSA Sinclair Inlet clean-up
- Bremerton Chamber of Commerce



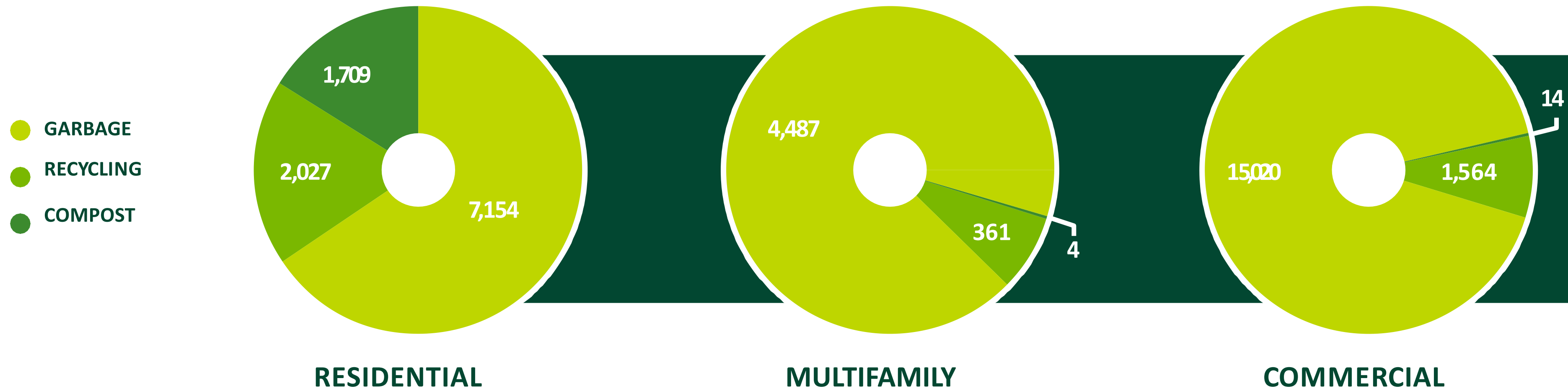
WM Outreach Coordinator, Rhianna Janovich, engaging with community through an outreach event in 2023.



“In 2023 I joined WM Brem-Air as the district manager leading our operations team and drivers to the highest standards of customer service. WM employees worked diligently to meet challenges and find solutions for our customers, and we are grateful for our partnership with the City of Bremerton.”

Brian Lloyd
 District Manager
 WM BremAir Hauling Site

Bremerton Waste Stream 2023 (in tons)



Average Diversion Rates

The diversion rate is the percentage of total collected material that is not taken to a landfill, thus diverted for recycling, composting, reuse, and repurpose. Diverted material is typically delivered to a recycling or composting facility for processing.

COMMERCIAL 9.5%

MULTIFAMILY 7.5%

RESIDENTIAL 34.3%

Outreach in the Community

Outreach Coordinator, Rhianne Janovich came to the Norm Dicks Building to bring education to building staff

To celebrate America Recycles Day and prepare for holiday waste materials, WM outreach staff hosted a virtual recycling webinar: Recycle Right® for the Holidays. Topics included how to sort holiday waste correctly, inspiration for creative low-waste gifts, an inside look at the technology of a recycling center to learn how items are recycled, along with Q&A about any pressing recycling questions.



WM outreach staff visited the Norm Dicks Government Center on September 20, 2023, to discuss recycling programs in Bremerton. WM Outreach Coordinator, Rhianne Janovich shifted to deliver in-person education to any passing community members and organizational staff in the building. The conversations became tailored to personal questions, recycling games, and were supported by a monitor presentation to deliver further education and resources.

Recycle Right® for the Holidays






Thursday, November 16th
6-7pm FREE Virtual Event

How to recycle and upcycle common holiday items
Learn all things recycling behind-the-scenes!

Register via link below or visit wmnorthwest.com


RECYCLING FOR THE HOLIDAYS

Recycling your gift wrap:

| | | | | |
|--|---|---|---|--|
| Foil/Glitter gift wrap  | Paper gift bag  | Tissue Paper  | Bows & Ribbons  | Cookie Tins  |
| <ul style="list-style-type: none"> • Reuse • Garbage • Only recycle paper gift wrap (not shiny) | <ul style="list-style-type: none"> • Reuse • Recycle | <ul style="list-style-type: none"> • Reuse • Garbage | <ul style="list-style-type: none"> • Reuse • Donate • Garbage | <ul style="list-style-type: none"> • Reuse • Donate • Recycle |

RECYCLING FOR THE HOLIDAYS

Recycling other holiday items

| | |
|--|---|
| String lights  | Trees  |
| <ul style="list-style-type: none"> • Not accepted curbside • Can be mailed in or dropped off at some transfer stations | <p>Trees left out on the street will not be collected. Must follow yard waste protocol.</p> <ul style="list-style-type: none"> • Yard Waste • Unflocked & meeting yard waste restrictions |

Example of presentation follow up resources sent to registrants to refer to when sorting holiday waste.

4 Promotional image shared to community organizations and shared on Twitter (X)



WM Outreach Coordinator, Rhianna Janovich and Mayor Greg Wheeler



WM Recycle Corps intern, Sara Sprague, and Bremerton community members

WM Participated in the Bremerton Farmer's Market

The WM education & outreach team hosted a recycle right booth this summer at Bremerton Farmer's Market providing recycling and composting education and tips through 1:1 conversation and fun recycling games to community shoppers. The WM education and outreach team were able to show recordings of MRFs for interested guests

and engage visitors with conversations about composting, the Organics Management Law changes, and how to use compost in the garden. Our customers left the event with a new understanding of the recycling and composting processes.

Mayor Greg Wheeler stopped by our booth and shared his support for our work in the Bremerton community!



WM Recycle Corps interns Alison and Kai attaching cart tags in Bremerton, 2023.

WM Cart Tagging

WM research has demonstrated that attaching educational messaging to residential carts is an effective way to change recycling behavior.

Last year, WM Recycle Corps interns placed informational tags on residential carts. The cart tags were designed to inform customers about the environmental benefits of composting along with how to properly sort yard and food waste items in their yard + food waste program. WM Recycle Corps interns delivered 1,880 cart tags to various neighborhoods in the City of Bremerton this summer. **1,880 residential recycle carts tagged** with educational information.



Front and back image of the cart tag used in Bremerton.

2024 Outreach Plans

Greater Kitsap Chamber

Focus: educational sessions with Chamber and affiliate groups. Educate businesses about why recycling matters, how to sort recycling, waste reduction behaviors.

Business focused recycling and compost outreach

Focus: encouraging commercial recycling and compost collection. Providing education to businesses with high contamination rates.

Farmer's Market presence in August 2024

Focus: host a WM educational booth focusing on compost and recycling benefits, contamination reduction, sorting games, and interactive prizes.

Possible Additions and Replacement plans:

- Recycle Right for the Holidays Webinar
- Bremerton TV and recycling interview: BKAT
- Kitsap Conference Center review of processes and recommendations for updates.



2023 Recycle Corps Interns touring Brem-Air disposal. This tour supported foundations for understanding WM recycling practices in Bremerton ahead of their educational campaign presence.

Recycling Center Virtual Tours

WM offers quarterly virtual tours for our city partners and the public.

Tours are meant to show an example of a recycling center and is not specific to a particular city.

Join us for our next virtual tour!
Friday July 26, 12-1 pm.

To register, visit our local website:
wmnorthwest.com > Recycling Centers

See inside a WM recycling facility



Register for a free Virtual Tour





2023
ANNUAL REPORT
BREMERTON



INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A3

SUBJECT:
Status Update on the DEI Position

Study Session Date: June 12, 20224

Presenter: Melinda Monroe,
Contracts Administrator

Phone: (360) 473-5306

SUMMARY: An update on the Diversity, Equity, and Inclusion Position will be provided.

HANDOUTS:

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

Action anticipated

SUBJECT:

Local Agency Contract with Active
Construction, Inc. for the Quincy Square
Project

| | |
|-----------------------|----------------|
| Study Session Date: | June 12, 2024 |
| COUNCIL MEETING Date: | N/A |
| Department: | PW&U |
| Presenter: | K. Ketterer |
| Phone: | (360) 473-5334 |

SUMMARY: The project includes reconstruction of 4th Street from Pacific Avenue to Washington Avenue to create a distinctive street scape that can be converted to a pedestrian only festival street for events. The project, named in honor of Quincy Jones, will include feature and amenities such as a stage, street furniture, and decorative concrete in a piano key pattern. The project also provides lighting, landscaping, and stormwater/water quality improvements.

Bids for the construction of the project were opened on May 16, 2024 and 3 bids were received. Active Construction, Inc. was determined as the lowest responsive, responsible bidder with a base bid of \$3,984,226 plus \$76,835 for bid alternate 1. The combined bid is \$4,061,061 including sales tax. Staff recommends award of the Quincy Square project to Active Construction Inc.

ATTACHMENTS: 1) Local Agency Contract 2) Bid Tabulation 3) Site Plan

FISCAL IMPACTS (Include Budgeted Amount): The contract is within the budget for the Quincy Square Project. The overall budget for the Quincy Square project is \$5,800,000 and includes Federal Community Projects Grant, State Defense Communities Compatibility Account (DCCA) Grant, Trans Cap, Stormwater, Wastewater, and Water funds.

RECOMMENDED MOTION:

Move to award contract with Active Construction, Inc, for the Quincy Square Project in the amount of \$4,061,061; 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

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor _____ , _____ .

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____ , _____



CITY OF BREMERTON

Quincy Square

CITY PROJECT NO. 315012

BID OPENING DATE: Thursday, May 16, 2024
BID OPENING TIME: 11:30 AM
BIDS OPENED BY: Angela Hoover
BID OPEN LOCATION: Council Chambers
345 6th Street, Suite 100
Bremerton, WA 98337

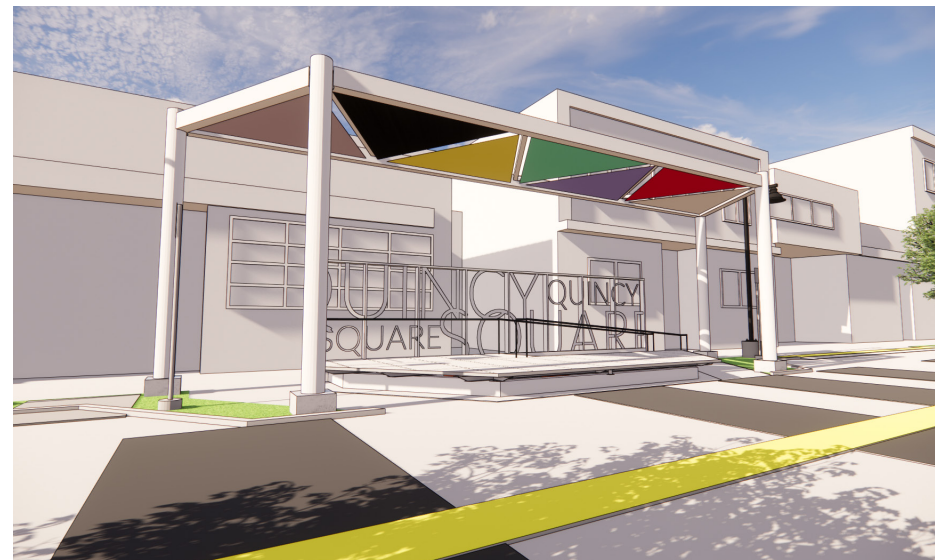
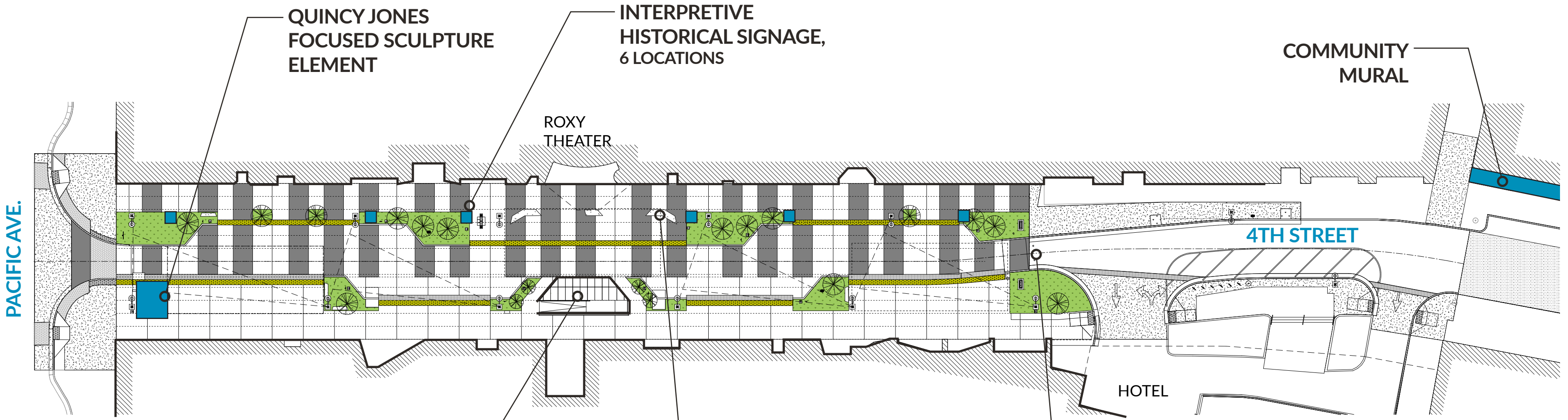
BID SUMMARY

| NAME OF BIDDER | Base Bid ** | Alternate 1 ** | TOTAL BID |
|----------------------------|-----------------|-------------------|-----------------|
| ACI | \$ 3,984,226.00 | \$ 76,835.00 | \$ 4,061,061.00 |
| PME | \$ 4,023,093.68 | \$ 134,854.00 | \$ 4,157,947.68 |
| Sound Pacific | \$ 4,536,007.60 | \$ 351,490.00 | \$ 4,887,497.60 |
| ENGINEER'S ESTIMATE | \$ 4,240,602.20 | \$ 152,875.00 | \$ 4,393,477.20 |

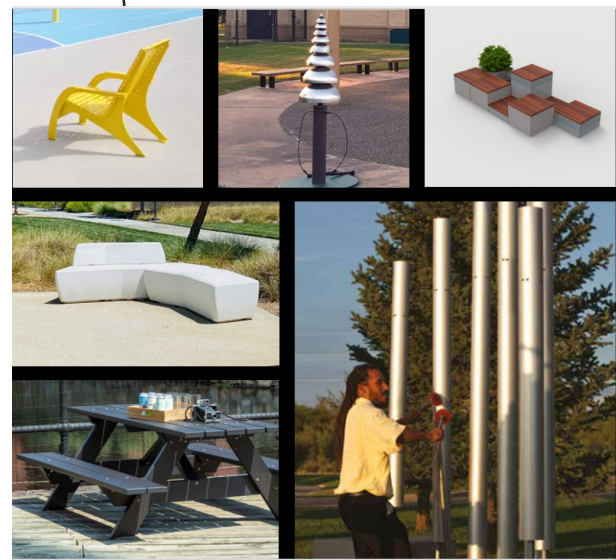
LOW BIDDER SUMMARY

| | | |
|---------------------|---------------|-----------------|
| APPARENT LOW BIDDER | ACI | \$ 4,061,061.00 |
| SECOND LOW BIDDER | PME | \$ 4,157,947.68 |
| THIRD LOW BIDDER | Sound Pacific | \$ 4,887,497.60 |

QUINCY SQUARE SITE PLAN



OUTDOOR STAGE



INTERACTIVE ELEMENTS AND FURNITURE



STREET CLOSURE SIGNS

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B2

Action anticipated

SUBJECT:

Contract Modification Agreement No. 6
with Rice Fergus Miller, Inc. for the
Quincy Square Project

Study Session Date: June 12, 2024
COUNCIL MEETING Date: N/A
Department: PW&U
Presenter: K. Ketterer
Phone: (360) 473-5334

SUMMARY:

Rice Fergus Miller is the designer for the Quincy Square project, along with subconsultants Emily Russell Landscape Design and Parametrix.

The proposed modification no. 6 increases the contract value by \$42,238.90 to a new total of 748,379.16. The scope of work for this amendment includes engineering services during construction. These services will be utilized on an as needed basis during the construction phase.

ATTACHMENTS:

- 1) Contract Modification Agreement No. 6

FISCAL IMPACTS (Include Budgeted Amount): The contract modification is within the budget for the Quincy Square Project. The overall budget for the Quincy Square project is \$5,800,000 and includes Federal Community Projects Grant, State Defense Communities Compatibility Account Grant, Trans Cap, Stormwater, Wastewater, and Water funds.

RECOMMENDED MOTION:

Move to approve Contract Modification Agreement No. 6 with Rice Fergus Miller, Inc. for the Quincy Square Project; 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

**CONTRACT MODIFICATION AGREEMENT NO. 6
BETWEEN THE CITY OF BREMERTON AND RICE FERGUS MILLER,
Inc.**

PROJECT Quincy Square; Project # 315012

CONSULTANT Rice Fergus Miller, Inc.

DATE 5/30/2024

THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE PROFESSIONAL SERVICES AGREEMENT (the "Contract") entered into between the City of Bremerton and Rice Fergus Miller, Inc. on September 28, 2018 and as amended on August 11, 2020, on January 17, 2022, on October 4, 2022, September 18, 2023, and on 3/1/24.

All provisions in the Contract shall remain in full force and effect except as expressly modified by this document.

For valuable consideration and by mutual consent of the parties, the modifications to the Contract are as follows:

I.

Section **I. Scope**, is modified as follows:
See Amended Scope of Work attached as Exhibit A.

Section **II. Term**, is modified as follows:

The Consultant shall complete the work described in this Contract Modification Agreement by December 31, 2024.

Section **III. Compensation**, is modified as follows:

The original contract amount was **four hundred ninety-five thousand dollars (\$495,000.00)**. The current contract amount, including all previous amendments is **seven hundred six thousand one hundred forty dollars and twenty-six cents (\$706,140.26)**. The City shall pay the Consultant for the additional work described above, based on time and materials, an amount not to exceed **forty-two thousand two hundred thirty eight dollars and ninety cents (\$42,238.90)** for a total amended contract amount of **seven hundred forty eight thousand three hundred seventy nine dollars and sixteen cents (\$748,379.16)**, including this Contract Modification.

II.

Consultant accepts all requirements of this Contract Modification by endorsing below. Consultant further agrees that this Contract Modification constitutes full and final settlement of all of the Consultant's claims for contract time and for all costs of any kind,

including without limitation, costs of delays related to any work either covered or affected by this Contract Modification, claims related to on-site or home office overhead, or lost profits. This Contract Modification does not limit the City's right to bring a claim for past performance.

The undersigned consultant approves the foregoing Contract Modification as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Contract Modification.

This document will become a supplement of the contract and all provisions will apply hereto. It is understood that this Contract Modification shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a contract modification that is binding on the parties of this contract. In addition, Consultant warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

IN WITNESS WHEREOF, the parties have executed this Contract Modification on the day and year first written above.

Public Works Director approved to process _____ (Initials and Date)

CONSULTANT

THE CITY OF BREMERTON

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

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

City Clerk
City of Bremerton.
345 6th Street STE 100
Bremerton, WA 98337



ARCHITECTURE INTERIORS PLANNING VIZLAB
 275 Fifth Street, Suite 100
 Bremerton, WA 98337
 Phone: (360) 377-8773
 rfmarsh.com

Supplemental Services Agreement

Project: Quincy Square on 4th Street

Owner: City of Bremerton – #315012

Date of Original Agreement: September 28, 2018

SSA No.: 07 May 7, 2024 – Revised

Project No.: May 30, 2024

2017087.01

In accordance with the Agreement referenced above, authorization is hereby given to:

- proceed with Additional Services
- proceed with revised scope of Basic Services
- incur Reimbursable Expenses

As follows:

RFM allocated its remaining fee to Parametrix in SSA 06 in order to meet bid date of March 2024. RFM is requesting that fee allocated be added back to our labor in order to meet scope of services noted in our contract. Fee was allocated from and will be reallocated to this SSA:

| | |
|--|-------------|
| Architectural and Project Administration Services: | \$10.20 |
| Directed Services: | \$529.22 |
| Cultural Resources Survey: | \$411.97 |
| SSA 03 Additional Services During Final Design: | \$10,874.18 |
| SSA 05 Budget Amendment: | \$3,139.76 |
| Total RFM Reallocation: | \$14,965.33 |

Additional Service:

Parametrix Scope of work per Exhibit A; engineering services during construction.

Compensation shall be adjusted as follows:

Fixed Fee:

Fee Reallocation: \$14,965.33 (remaining existing contracted amount).

Additional Fee Request:

Parametrix Electrical Coordination: \$38,399.00 x 10% markup = \$42,238.90


Time for performance shall be adjusted as follows:

To be determined.

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:

Authorized by Owner:

By: 
 Printed Name: Dean Kelly
 Title: Principal
 Date: May 30, 2024

By:
 Printed Name:
 Title:
 Date:

Project: Quincy Square - DESIGN SERVICES DURING CONSTRUCTION (Modification 06)

Client: RFM

| PMX # | BILLING MULT.: | STAFF | PM M. Wilde | Eng IV J. Johnson | Sr. Eng. S. Wagner | Sr. Elec. Eng. R. Rohler | Pub Supr A. Lucas | Proj Controls K. Zimmerman | Sr. Proj. Acct. S. Crackenberger | Contracts J.N. Johnson | TOTAL HOURS | TOTAL COST |
|--------------|----------------|---|-------------|-------------------|--------------------|--------------------------|-------------------|----------------------------|----------------------------------|------------------------|-------------|-----------------|
| 233-2519-010 | 3.0 | Burdened Labor Rate | \$249.87 | \$161.31 | \$245.07 | \$242.61 | \$136.05 | \$93.00 | \$122.28 | \$174.93 | | |
| 1 | 1 | Project Management and Meetings | | | | | | | | | | |
| | | Additional PM - 8 months (May 2024 through December 2024) | 12 | | | | 4 | 8 | 4 | 1 | 29 | \$4,951 |
| | | Subtotal | 12 | | | | 4 | 8 | 4 | 1 | 29 | \$4,951 |
| 1 | 5 | Engineering Services During Construction | | | | | | | | | | |
| | | Bidders Questions/Prepare 1 Addenda | 8 | | | | 4 | | | | 12 | \$2,543 |
| | | Attend Preconstruction meeting | 4 | 4 | | | | | | | 8 | \$1,645 |
| | | RAM Submittal Reviews (up to 10 at 4-6 hours each) | 4 | 16 | | 30 | | | | | 50 | \$10,859 |
| | | RFIs (up to 15 at 2-4 hours each) | 4 | 12 | 6 | 24 | | | | | 46 | \$10,228 |
| | | Site Meetings (up to 5 at 2 hours each) | 2 | 4 | 2 | 2 | | | | | 10 | \$2,120 |
| | | PSE Coordination during construction | 4 | | | 20 | | | | | 24 | \$5,852 |
| | | Mileage (Puyallup to Bremerton, 3 trips) | | | | | | | | | | \$201 |
| | | Subtotal | 26 | 36 | 8 | 76 | 4 | | | | 150 | \$33,448 |
| TOTAL | | | 38 | 36 | 8 | 76 | 8 | 8 | 4 | 1 | 179 | \$38,399 |

Prepared By: Mallory Wilde, PE
 (Project Manager)

Reviewed By: _____

Rice Fergus Miller
Quincy Square
Modification 06 Request

Introduction

This document describes Parametrix's proposed scope of work (SOW) for Modification 06 under our existing contract for the Quincy Square project. The purpose for Modification 06 is to add budget for Parametrix to perform additional engineering services during construction as requested by the City of Bremerton.

This work is being added to the scope and budget due to the budget shift in Modification 05 which depleted all funds from Subtask 07 to fund other subtasks in the scope of work. Additionally, this scope of work funds project management for the project through construction which is anticipated to be complete by December 2024.

The proposed budget is attached as Exhibit B.

The following tasks are associated with this SOW.

Task 1 – Project Management and Meetings

Objective

Continue project management through construction.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project technical team.
- Provide routine project management and communications (scope, schedule, budget, and invoicing).
- Prepare monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables

The following deliverables will be prepared:

- Routine correspondence and monthly progress reports

Assumptions

The following assumptions apply to this task:

- Additional project duration will be 8 months for construction (May through December 2024).

Subtask 7 – Engineering Services During Construction

Objective

Provide engineering support during the construction phase of the project.

Activities

The following activities are associated with this task:

Provide services as requested by the City to assist in quality assurance for the construction contract and responding to design and technical submittals. Services may include:

- Prepare up to one addenda to provide clarifications or updates of the contract documents at bid advertisement.
- Attend one Pre-Construction Conference with the Contractor to review the project communication, coordination, and other procedures, as well as discuss the Contractor's general work plan and requirements for the project. Provide input to the required meeting summary.
- Assist the City in reviewing required documentation such as Requests for Approval of Materials (RAMs) and shop drawings.
- Review and prepare responses for Requests for Information (RFIs).
- Attend up to 5 on site meetings as needed during construction.
- Assist the City with PSE coordination during construction.

Deliverables

The following deliverables are associated with this task:

- Electronic copies of responses to material submittals, cut sheets, and shop drawing reviews.

Assumptions

The following assumptions apply to this task:

- The construction schedule will be approximately May 2024 to December 2024.
- Parametrix will attend up to five site visits at an estimated 2 hours each.
- Parametrix will review and respond to a total of ten submittals at an estimated up to 6 hours each, and fifteen RFIs at an estimated up to 4 hours each. The majority of RFI and submittal reviews are expected to be completed by others.
- This scope of work does not include preparation of a conformed set of plans and specifications to incorporate the elements revised by addenda.
- Pre-construction conference will take up to 4 hours and will be attended by up to two (2) persons representing Parametrix.
- The RAM and CPM will be prepared by others.
- The Record of Materials (ROM) will be prepared and maintained by others.
- RFIs and submittals will be reviewed using City provided format.

- Services for this task are undefined, and the task budget will need to be increased if the actual hours needed exceed the hours budgeted. Services will be provided as requested by the City, up to the established budget amount.
- The Consultant will not attend weekly construction meetings or be actively involved in the construction administration process beyond the services listed above.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B3

Action anticipated

SUBJECT:

Goods and Services Agreement with Studiofolia for Design, Fabrication, and Installation of a Sculpture for the Quincy Square Project

| | |
|-----------------------|----------------|
| Study Session Date: | June 12, 2024 |
| COUNCIL MEETING Date: | N/A |
| Department: | PW&U |
| Presenter: | K. Ketterer |
| Phone: | (360) 473-5334 |

SUMMARY: The City of Bremerton’s Art Commission convened an ad hoc committee to select an artist to create a sculpture for the Quincy Square Project. The sculpture will be located on the south side of 4th Street just east of Pacific Avenue. The committee issued a request to artists and over 30 artists responded with their qualifications. The committee invited 8 artists to submit concepts for the sculpture and ultimately selected James Dinh and Michael Stutz, DBA Studiofolia, for the project. The cost of the sculpture commission, including sales tax is \$182,910.00. The sculpture is included in the overall budget of the Quincy Square project.

ATTACHMENTS:

- 1) Goods and Services Agreement

FISCAL IMPACTS (Include Budgeted Amount): The contract is within the budget for the Quincy Square Project. The overall budget for the Quincy Square project is \$5,800,000 and includes Federal Community Projects Grant, State Defense Communities Compatibility Account (DCCA) Grant, Trans Cap, Stormwater, Wastewater, and Water funds. The sculpture is funded with the DCCA grant funds.

RECOMMENDED MOTION:

Move to approve the agreement with Studiofolia for the Quincy Square sculpture; 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

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Studiofolia, ("Vendor"), whose mailing address is: 12723 Park Street; Cerritos, CA 90703.

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City:

Design, fabrication, shipping, delivery, and installation of a sculpture to be located on the south side of 4th Street east of Pacific Avenue. See Attachment "A" Statement of Work for the full scope of work.

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services prior to Quincy Square grand opening, specific date to be coordinated with project team..

III. COMPENSATION. The City shall pay the Vendor the total amount of \$182,910.00 including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor according to the schedule in Attachment "A".

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

IV. INDEPENDENT CONTRACTOR. Vendor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Vendor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Vendor, officer, agents, employees and subcontractors. The Vendor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Vendor's officers, agents, employees and subcontractors.

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

A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.

B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.

C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.

D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.

E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing.

VI. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to an authorized agent of the City within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:

1. Immediately give a signed written notice of protest to the City;
2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.

d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.

e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

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

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

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

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

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

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

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

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM

WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

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

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

IX. INDEMNIFICATION. Vendor 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. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

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

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

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

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

X. INSURANCE. The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the contract work by the Vendor, its agents, representatives, employees or subcontractors.

Before beginning work on the project described in this Agreement, the Vendor shall

provide a Certificate of Insurance evidencing:

A. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 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; and employer's liability.

C. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate.

D. **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 Vendor.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which shall 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 Vendor and a copy of the endorsement naming the City as 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.

The Vendor'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 Vendor'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 Vendor 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 required 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.

XI. COPYRIGHT AND REPRODUCTION RIGHTS.

The ARTIST shall retain all rights under copyright law to which the WORK, preliminary studies, drawings, specifications, and models may be subject. The ARTIST represents and agrees that the ARTIST is the sole creator of the WORK and that the WORK has not been previously displayed in whole or part, and that nothing in the WORK will infringe copyright, violate any rights to privacy or publicity, or otherwise be in violation of applicable law.

In view of the intention that the WORK shall be unique, the ARTIST shall not make any additional exact duplicate editions of the WORK, nor shall the ARTIST grant permission to others to do so except with the written permission of the CITY. However, nothing shall prevent the ARTIST from creating future artwork in the ARTIST's manner and style of artistic expression.

The ARTIST grants to the CITY and its assigns an irrevocable license to make and use graphic reproductions of the WORK, including ARTIST-provided two-dimensional graphic reproductions for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or similar publications (including reproductions in all graphic media now known or later developed, digital or otherwise, and including the Internet) provided that these rights are exercised in a tasteful and professional manner. The ARTIST agrees these rights shall be royalty-free, unrestricted, non-exclusive, and permanent. Reproductions of the WORK may include but are not limited to the artwork proposal, preliminary studies, images of models of the WORK, and/or images of the WORK during fabrication, installation, as installed, or during conservation. The CITY shall not identify or represent reproductions of the artwork proposal, preliminary studies, or models of the WORK as the finished WORK.

All reproductions by the CITY shall contain a credit line that includes the ARTIST's name, WORK title, date, "City of Bremerton," and photography credit as designated by the ARTIST, if applicable.

The ARTIST agrees that the CITY shall have the right to use the Artist's name, voice, signature, photograph, biography, and likeness in connection with the display, publication, and promotion of the WORK.

If the CITY wishes to make reproductions of the WORK for commercial purposes, or grant a third party permission to make reproductions of the WORK for commercial purposes, including but not limited to, tee shirts, mugs, and calendars, the parties shall execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty the ARTIST shall receive.

The CITY is not responsible for any third-party infringement of the ARTIST's copyright and are not responsible for protecting the intellectual property rights of the ARTIST. It is

understood that the WORK may be photographed by the public.

If the ARTIST uses the recognizable likeness of an individual in their imagery, the ARTIST shall be liable and shall secure a signed model waiver from the individual or legal guardian unless the imagery is in the public domain.

XII. MATERIAL CHANGES AFTER ACCEPTANCE OF WORK.

Except as provided herein, the CITY will not make material changes to the WORK without written authorization from the ARTIST regarding the proposed changes. A material change is a change affecting the intended character or appearance of the WORK resulting from an intentional act by a third party, an accident, or an act of nature.

A. Conservation and Restoration. If any material change occurs to the WORK after transfer to the CITY the CITY reserves the right to determine if, when, and how any CONSERVATION and RESTORATION of the WORK can be made, and the nature, scope and anticipated cost of any such CONSERVATION and RESTORATION. The CITY reserves the right to contract with a conservator to implement any such CONSERVATION or RESTORATION.

B. Funding of Conservation and Restoration. The CITY shall be responsible for making all necessary CONSERVATION and RESTORATION of the WORK. The CITY'S responsibility for CONSERVATION and RESTORATION of the WORK is, by law, contingent upon receipt of adequate appropriations for this purpose.

C. Notification of Conservation and Restoration. In the event the CITY determines CONSERVATION and RESTORATION should be undertaken, the CITY shall notify the ARTIST in writing of:

1. The nature of the material change, including documentation in the form of one or more drawings, photographs, diagrams, plans, or other documentation to illustrate the change;
2. The CITY'S recommendations for the proposed means and methods for CONSERVATION and RESTORATION;
3. A timeline establishing the date by which the ARTIST must respond in writing and a set period for good faith negotiations by all parties regarding CONSERVATION and RESTORATION; and
4. The actions to be taken by the CITY should the ARTIST fail to respond to the established timeline and engage in good faith negotiations to reach agreement regarding the WORK'S CONSERVATION and RESTORATION.

D. Approval of Conservation and Restoration. The ARTIST shall not unreasonably withhold approval for any reasonable CONSERVATION or RESTORATION of the WORK outlined by the CITY in the written notice. The failure of the ARTIST to respond in writing within

the established timeline to the CITY'S notice of change(s) to the WORK shall constitute the ARTIST'S waiver of all objections to the CONSERVATION or RESTORATION of the WORK (including means and methods) described in such CITY notice.

E. Negotiation of Conservation and Restoration. The ARTIST and the CITY shall engage in good faith negotiations concerning the CITY'S recommendations for CONSERVATION and RESTORATION. Should the ARTIST and the CITY not reach mutual agreement on the CONSERVATION or RESTORATION means or methods within the timeline provided in the CITY'S written notice to the ARTIST, the WORK may be repaired or restored as determined by the CITY.

F. Relocation, Removal, and Site Modifications. The CITY reserves the right to manage its buildings, facilities, and public sites for public purposes, and in doing so, may determine that it is necessary to relocate or remove the WORK and/or modify the site in/on which it is located. The CITY will not approve relocation or removal of the WORK and/or substantially modify the site in/on which it is located without notifying the ARTIST of the proposed change and attempting to reach agreement with the ARTIST regarding the future appearance or location of the WORK. The ARTIST shall not unreasonably withhold approval of the relocation or removal of a WORK from the site in which it is located or the modification of such location, as proposed by the CITY in its notice to the ARTIST pursuant to this subsection.

G. Removal for Imminent Harm or Hazard. If the CITY reasonably determines that the WORK presents imminent harm or hazard to the public, other than as a result of the CITY'S or AGENCY'S failure to maintain the WORK, the CITY may authorize modifications of, including material changes, or removal of the WORK without prior approval of the ARTIST.

H. Disassociation. If a modification of the WORK occurs without the ARTIST'S written permission and the ARTIST gives written notice to the CITY requesting that his/her name and the WORK be disassociated, the WORK will no longer be designated as the WORK of the ARTIST.

I. Deaccession. In the event the CITY deaccessions the WORK, the ARTIST shall have the first right of refusal to purchase his/her work in its current condition at salvage cost or the cost to retrieve the WORK, providing it is not integrated into a larger piece or a structure, and/or can be removed without destruction of the WORK.

J. Integrated Artwork. If the WORK is integrated into or otherwise made part of a building, facility, or public site, the ARTIST acknowledges that such installation may subject the WORK to destruction, distortion, mutilation, or other modification by reason of its removal from or significant changes to that location.

K. Inherent Nature of Materials and Public Presentation. For purposes of this CONTRACT, no modification of the WORK that results from the passage of time or the inherent nature of the materials used in the WORK shall constitute modification for which the ARTIST may claim relief or any remedy from the CITY. In addition, no modification of the WORK that is the result of CONSERVATION, RESTORATION, or of its public presentation (including but not limited to lighting and placement) shall constitute a modification that is prejudicial to the ARTIST'S honor or reputation or for which the ARTIST may claim relief or any remedy from the

CITY unless such modification is the direct result of gross negligence.

XIII. MICELLANEOUS.

A. Licenses and Taxes. Vendor shall possess a current Bremerton Business License and any regulatory license required to fulfill Vendor's obligations under this Agreement. B&O taxes shall be paid when due, and Vendor, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.

B. Conflict and Precedence. In the event of a conflict between the contract documents, the document which rates higher on the following list shall take precedence:

1. Amendments / Change Orders to Goods and Services Agreement
2. Goods and Services Agreement
3. Specifications
4. Terms and Conditions
5. Vendor's Proposal

C. Documents Incorporated by Reference. The following documents are incorporated by reference, including but not limited to:

1. Terms and Conditions,
2. Specifications,
3. Proposal, and
4. Non-Collusion Affidavit.

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

E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor 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.

F. 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.

G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

H. Prevailing Wages. If applicable to the work product, the following paragraph shall apply: Vendor shall file a “Statement of Intent to Pay Prevailing Wages” with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor 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.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.

L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn: City Clerk
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: James Dinh
Studiofolia
12723 Park Street
Cerritos, CA 90703

M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

N. Modification. No waiver, alteration, or modification of any of the provisions of

this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor 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 Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Vendor enter into a covered transaction with another firm, Vendor 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.

Q. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

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

CITY:

VENDOR:

CITY OF BREMERTON

STUDIOFOLIA

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

QUINCY SQUARE SCULPTURE

Statement of Work

1. The artwork proposed by the Artist will have two major components: a bronze sculpture and tile image panels set into a two-tiered concrete podium.
2. The Artist will fabricate, deliver, and install a bronze sculpture and tile image panels in accordance with the accepted design (draft design proposal shown in Attachment B.)
3. The Artist will submit structural drawings for the bronze sculpture attachment and concrete footing stamped by a Washington licensed structural engineer.
4. The fabrication of the sculpture will involve the following steps. First, a likeness of Quincy Jones will modeled as a small clay bust. The clay model will be scanned to create a digital model. The digital model will then be used to CNC-cut plywood to build an armature. High-grade #655 alloy silicon bronze strips (1/8 and 3/32 inch-thick) will then be "woven" around the armature and then welded at crossings using TIG and MIG welds. The wood armature will be cut and removed after the sculpture is completed. The bronze is surfaced with a Scotch Brite pad to remove weld and tool marks prior to patination. The patina will created by a cold application of Birchwood Casey m-38 brown, applied both internally and externally. This is followed by a hot application of ferric nitrate to warm the color. The sculpture will finally be sealed with a hot layer of wax, with a second layer of clear wax applied cold.
5. The Artist shall provide and install a permanent identification plaque as part of the work at a location agreed upon by the Artist and City. The artist will use the following format with final text approval by the City.

Title

Artist Name

Year Installed

Medium

City of Bremerton

1-3 sentences provided by the artist to encourage discourse on the work.

6. After the sculpture is delivered to the site, a small crane will be used to lift it on to the concrete podium. Stainless steel base plates at the bottom of the sculpture are then bolted to the concrete.
7. The Artist will design the two-tiered concrete podium that will have tile image panels on the upper tier. The Artist will work with the city to gather and select photographic images to be fabricated as tiles. The Artist will fabricate, deliver, and install the tile image panels.
8. The Artist will coordinate with the city/contractor on the design of the concrete foundation. The city will be responsible for the cost and construction of the foundation.
9. The artwork will be constructed of durable materials suitable for the climate of Bremerton and will be safe for public interaction.

10. The artwork installation will be scheduled in coordination with the construction schedule. The artist shall attend construction coordination meeting with the City, the City's general contractor, architect and other parties as appropriate to communicate about the work and to coordinate appropriate integration and/or installation of the work.
11. Upon acceptance of the artwork by the city, the Artist will submit an art maintenance plan.
12. Payments will be made upon completion of deliverable as set forth below:

| Milestone No. | Description | Delivery Schedule | Amount |
|----------------------|--|---|-------------------------------------|
| 1 | Design deliverable package | On Award | \$35,000 (plus applicable tax) |
| 2 | Stamped drawings approved by the City | On or before August 1, 2024 | \$12,000 (plus applicable tax) |
| 3 | Materials on hand | On or before August 20 , 2024 | \$32,000 (plus applicable tax) |
| 4 | 50% Fabrication complete | On or before September 1 , 2024 | \$29,000 (plus applicable tax) |
| 5 | 100 % Fabrication complete | On or before November 15 , 2024 | \$27,000 (plus applicable tax) |
| 6 | Delivery to site and installation | Prior to Quincy Square grand opening, specific date to be coordinated with project team | \$24,500 (plus applicable tax) |
| 7 | Project documentation, close-out, and art maintenance plan | 30 days following final acceptance of sculpture and delivery of art maintenance plan | \$4,000 (plus applicable tax) |
| 8 | Contingency and Travel | Paid upon incurrence with documentation | NTE \$4,000 (plus applicable taxes) |

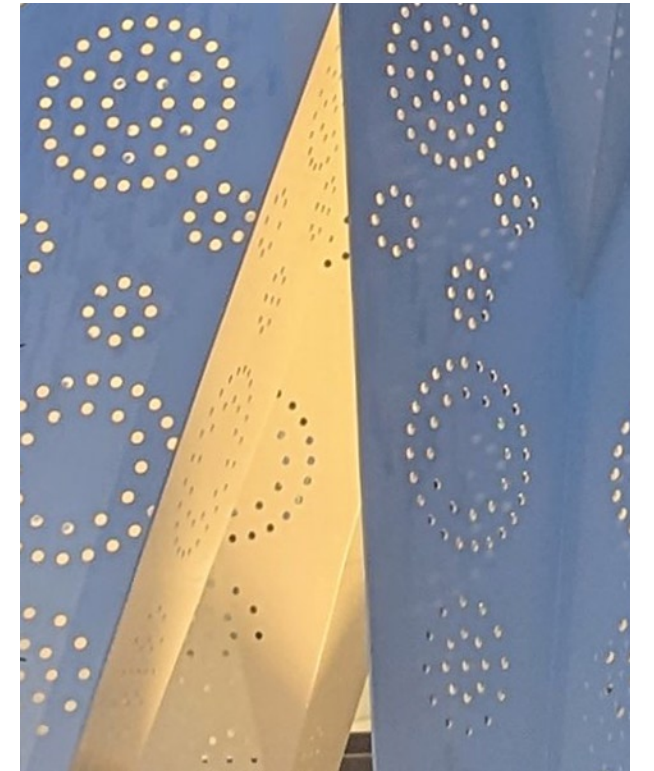
Weaving Notes



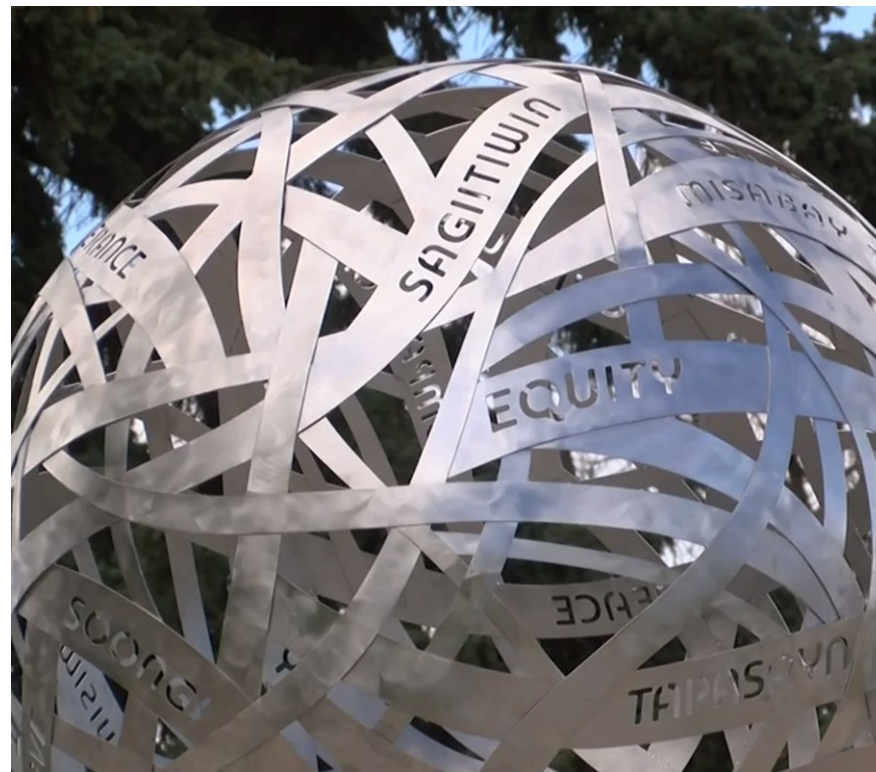
Team Studiofolia

With complementary backgrounds and professional experiences, our team includes James Dinh, who works at the confluence of public art and landscape architecture, and Michael Stutz, who is a sculptor with over twenty five years of experience.

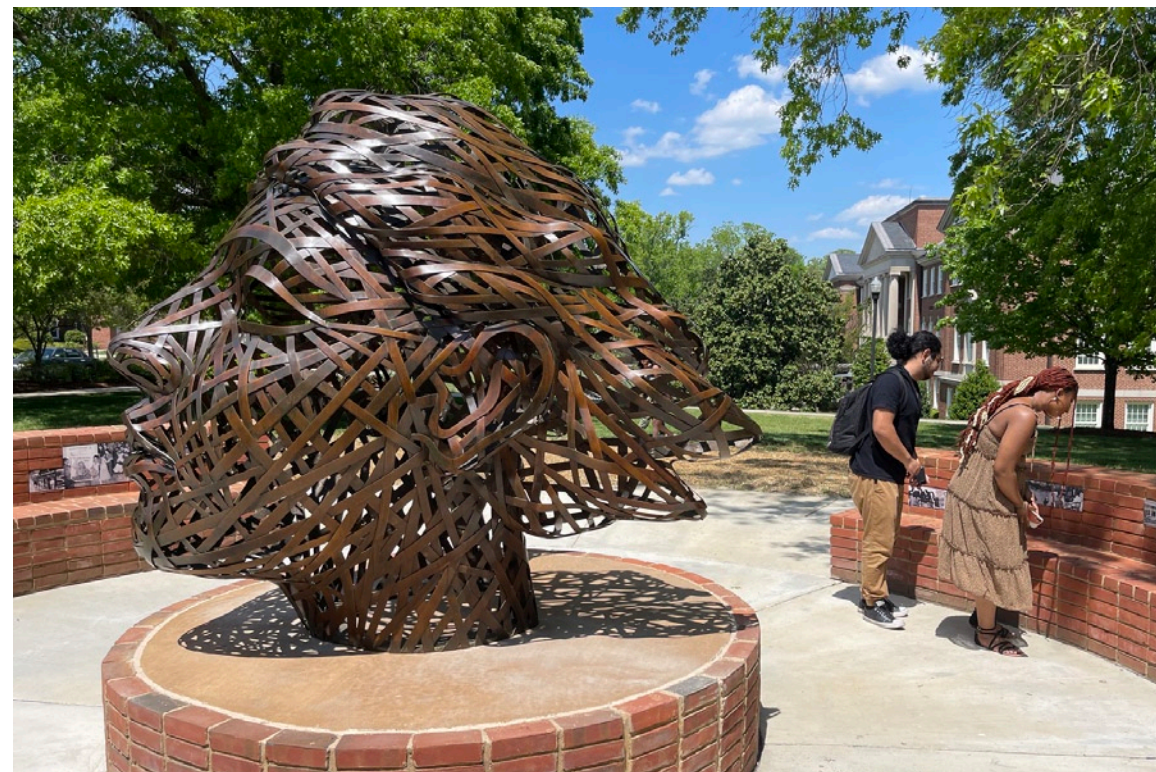
Because the context and requirements of every project are different, we believe that design should be based on an approach rather than a replicable style. This focus on site-specificity is reflected in the diversity of our built projects located in different communities across the country. All our projects tell stories that are unique to place.



T.I.E. (Transformation Illumination Effort), 2022
College of Education, Uni. of Nebraska, Lincoln



Equity Fountain, 2020
Helena, Montana



Daisy Garland, 2023
Uni. of North Carolina at Greensboro



Inspiration - Weaving

- It's well known that Quincy Jones is one of the most innovative composers and arrangers who incorporates many styles of music, techniques, and creative ideas in his compositions, arrangements, and film scores. He has collaborated with legendary musicians and groups such as Duke Ellington, Miles Davis, Ella Fitzgerald, Sarah Vaughan, Frank Sinatra, Ray Charles, Michael Jackson, USA for Africa, and many others.
- Lionel Richie praises Quincy as the “master orchestrator” (*The Greatest Night in Pop*, 2024 documentary, director Bao Nguyen).
- Throughout his career, he has wholeheartedly embraced ideas about globalization and cultural diversity in his musical work, collaborations, and humanitarian projects.
- The proposed artwork is inspired by this philosophy of inclusivity, particularly Quincy's amazing ability to bring people of differing backgrounds, musical genres, and generations together.
- In the spirit of Quincy Jones, the artwork's concept is about “weaving”, which serves as both a literal way that the sculpture is put together and also a metaphor for bringing community members together in a celebration of shared humanity and the man himself.



Weaving Sculpture

- Because the artwork serves as a gateway to the newly re-imagined 4th Street, it is designed to be iconic and hold the attention of viewers, while being respectful of the scale and materials of the neighborhood.
- When people walk or drive by the intersection of 4th Street and Pacific Avenue, they will be greeted by a larger-than-life sculpture of a face.
- Inspired by the masterful bronze sculptures that were produced in the ancient kingdom of Ife (modern-day Nigeria), the semi-abstract sculpture will evoke a semblance to Quincy Jones.
- The face is also intended as a collective symbol of the many African Americans in Bremerton's history who have contributed to its cultural, economic, political and social life, and who paved the way for people like Quincy Jones to thrive.



FRONT VIEW

Weaving Sculpture

- The sculpture will be “woven” from ribbons of bronze. This “weaving” serves as a metaphor for the Quincy’s amazing ability to unite people, as well as music’s ability to connect people and communities across borders and races.
- The artwork’s multi-layered weave will allow sunlight to sparkle through the sculptural space, shifting between interior and exterior and creating a sense of movement. Bronze’s reflective depth, warm earth tones, and its aging patina have textural richness, and exceptional strength and durability.
- The sculpture invites people to walk behind the face and “get inside” Quincy’s head. Through his eyes and ears, people will see and hear the beat of the City that set him on his amazing journey.



Four Faces, Texas Tech University - M. Stutz



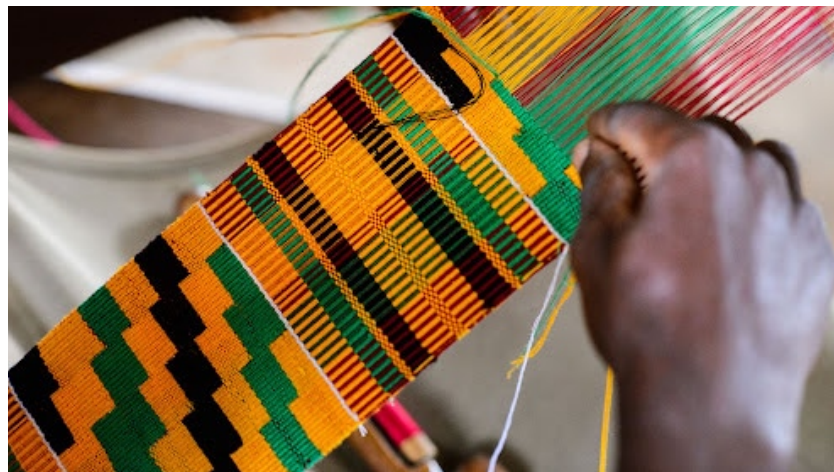
Daisy Garland, Uni. of N. Carolina, Greensboro - M. Stutz & J. Dinh



SIDE VIEW

Weaving Podium

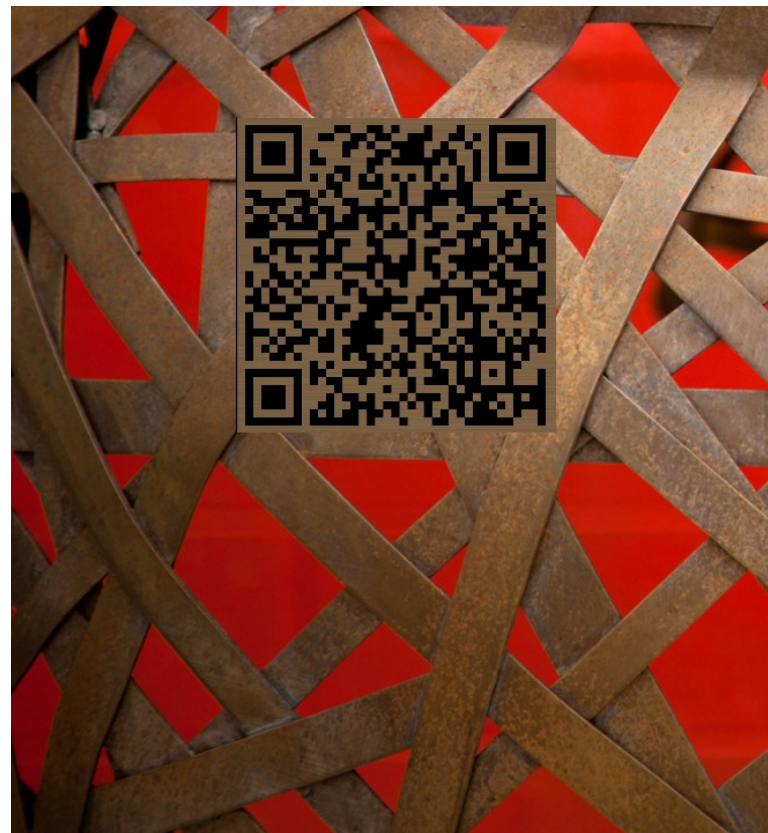
- The sculpture will rest on a circular, two-tiered concrete podium, which elevates the sculpture and creates a place for people to sit and meet.
- Inspired by the scarves that Quincy often wears, a tile band will wrap around the podium. The tile band contains photographs showing Quincy and his many collaborators.
- The tile band further emphasizes the weaving metaphor.



FRONT VIEW

Weaving Sound

- After considering many sound-producing methods, we propose 3 different options—from simplest to more complex—and their respective drawbacks.
- **Option one** is the sculpture's inherent ability to focus people's senses. When people go behind the sculpture and "get inside" Quincy's head, they will focus on the urban sounds that will filter through the weaves and ears of the sculpture.
- The intention is to allow people to hear the everyday sounds that may have inspired Quincy when he was growing up. The drawback is that the effect is nuanced and subtle.



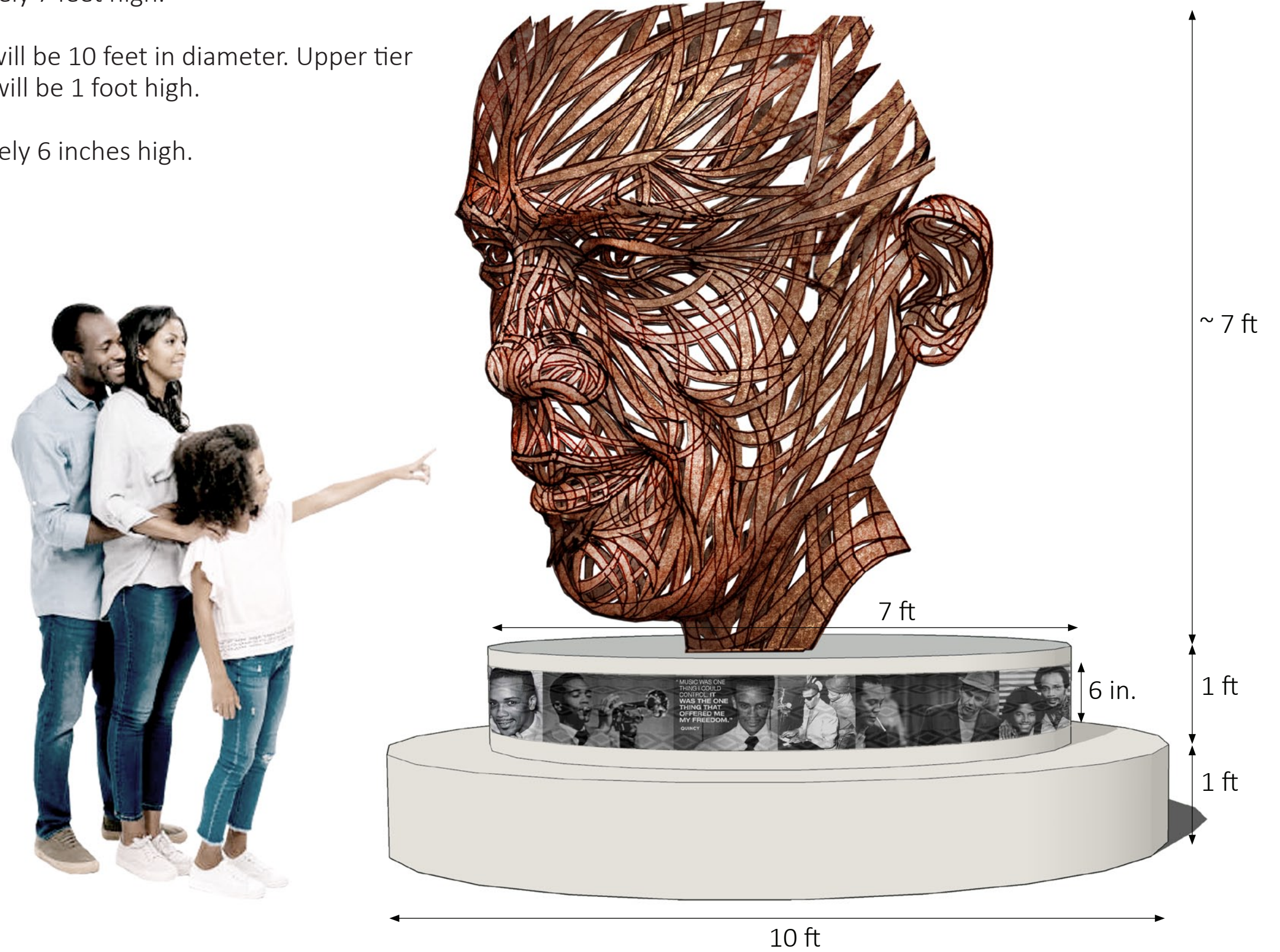
QR code could link to a public video or oral history recording about Quincy Jones



- **Option two** is to have a small removable plaque with a QR code (that people can scan with their phones), located on the backside of the sculpture.
- The QR code could link to a public video or oral history recording about Quincy Jones, such as "**PBS: American Masters: Quincy Jones**": <https://www.pbs.org/wnet/americanmasters/archive/interview/quincy-jones-interview-1/>
- We have reached out to music historian **Clarence Bernard Henry, Ph.D.** (Author of *Quincy Jones: His Life in Music*) and would consult with him regarding the most appropriate, publicly available sources.
- The drawback is that technology can change or become outdated, requiring the plaque to be updated.

Size

- Bronze sculpture will be approximately 7 feet high.
- Lower tier of the concrete podium will be 10 feet in diameter. Upper tier will be 7 feet in diameter. Each tier will be 1 foot high.
- Tile photographs will be approximately 6 inches high.



Overall Views

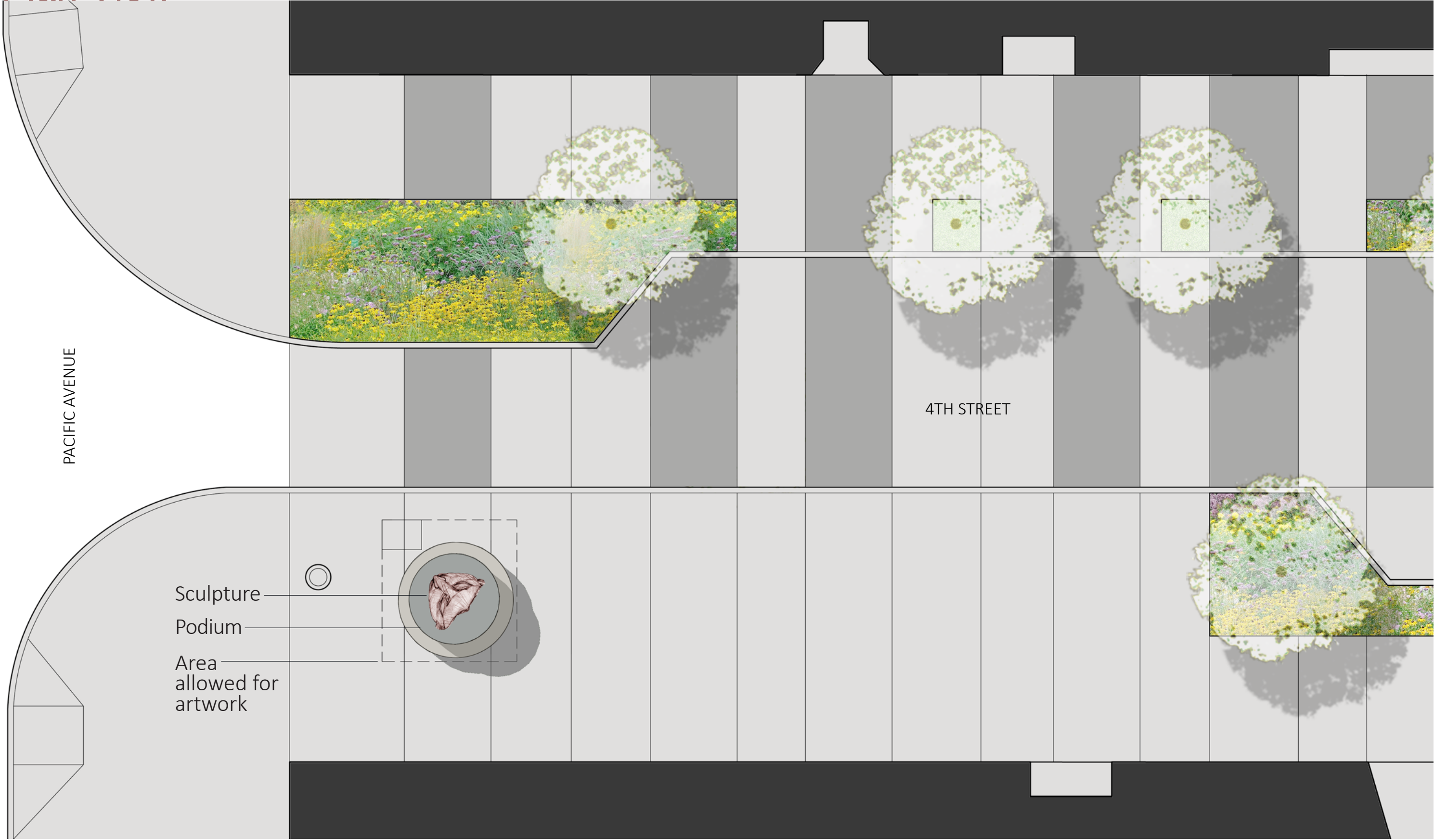


SIDE VIEW



FRONT VIEW

Plan View



PACIFIC AVENUE

4TH STREET

Sculpture

Podium

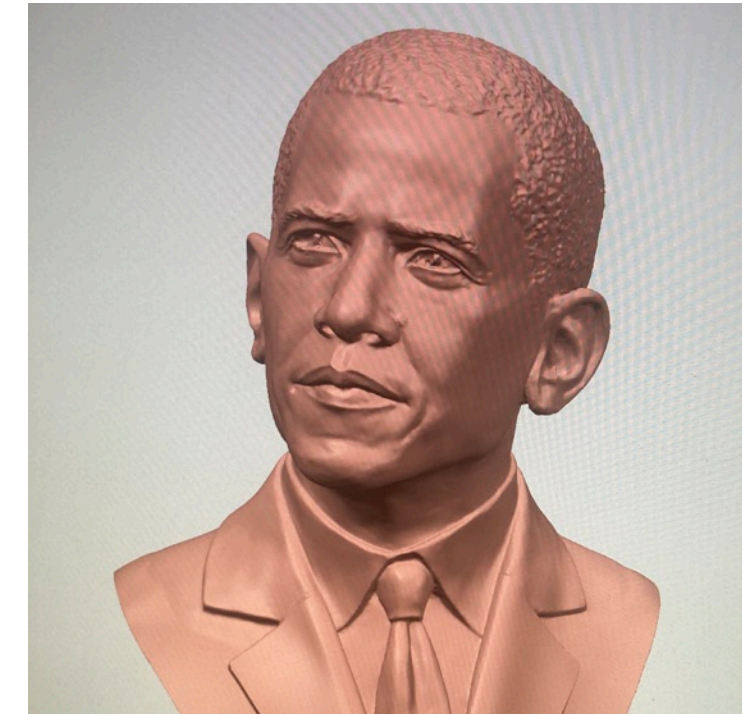
Area allowed for artwork

Bronze Sculpture

- Michael Stutz will work with **Pardell Studios** to model a likeness of Quincy Jones. Pardell Studios is internationally recognized for figurative modelling.
- First, our team will work with the City to select the most appropriate image of Quincy Jones on which the model will be based.
- Second, Pardell Studios will create a small-scale model in clay. The clay model will be scanned to create a digital model.
- The digital model will then be used to CNC-cut plywood to build an armature.
- High-grade #655 alloy silicon bronze strips (1/8 and 3/32 inch-thick) are then “woven” around the armature and then welded at crossings using TIG and MIG welds. The wood armature is then cut and removed after the sculpture is completed.
- The bronze is surfaced with a red scotchbrite pad to remove weld and tool marks prior to patination. The patina is created using a cold application of Birchwood Casey m-38 brown, applied both internally and externally. This is followed by a hot application of ferric nitrate to warm the color. The sculpture is then sealed with a hot layer of wax, with a second layer of clear wax applied cold.
- After the sculpture is delivered to the site, a small crane will be used to lift it on to the concrete podium. Stainless steel base plates at the bottom of the sculpture are then bolted to the concrete.



Clay model by Pardell Studios



Digital model by Pardell Studios



Plywood armature



“Weaving” and welding bronze strips

Bronze Sculpture Examples



Four Faces, Texas Tech University
M. Stutz



Daisy Garland, Uni. of North Carolina at Greensboro
M. Stutz & J. Dinh



Tile Band

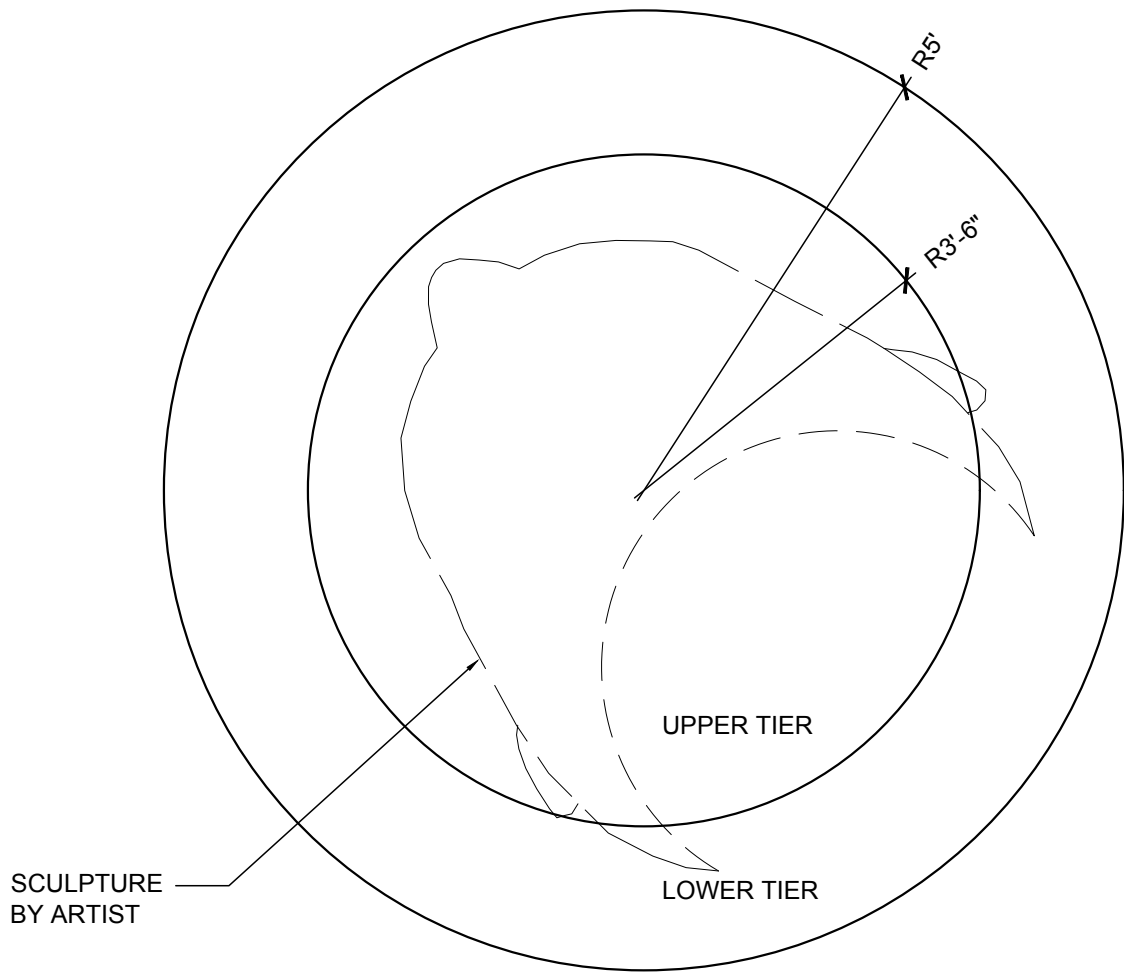
- Tiles will be 6-inch square porcelain tiles. Exact colors will be determined.
- Images are printed on tiles and then high fired. Very durable and low maintenance.
- Concrete podium will have a 1/2 inch recess. Tiles will be placed in recess and adhered to concrete with thinset and then grouted.
- Our team will work with an historian(s) and the City to select the images.



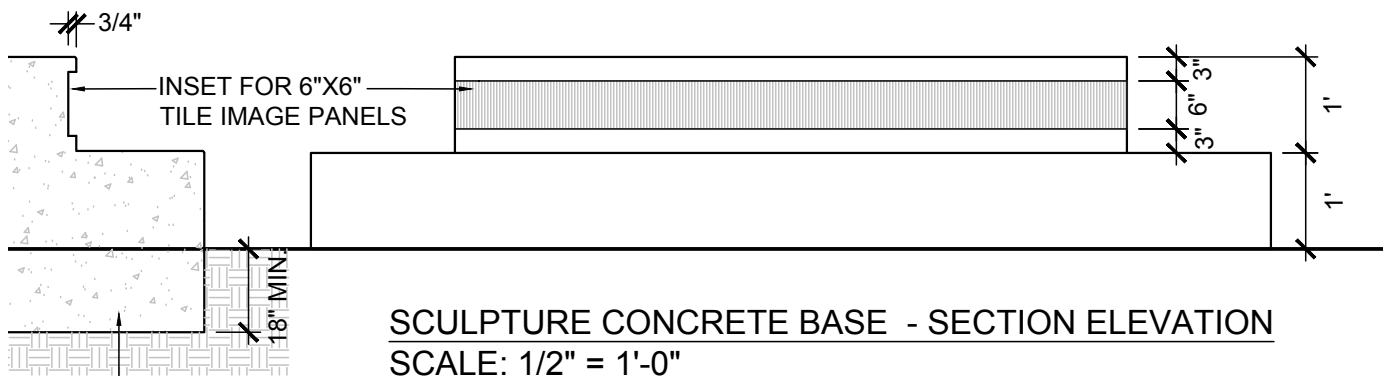
Circles of a Ripple, Hacienda Heights, CA - J. Dinh



Example of photographic tiles manufactured by Winsor Fireform



SCULPTURE CONCRETE BASE - PLAN
 SCALE: 1/2" = 1'-0"



SCULPTURE CONCRETE BASE - SECTION ELEVATION
 SCALE: 1/2" = 1'-0"

DEPTH OF CONCRETE
 FOOTING TO BE CONFIRMED
 WITH STRUCTURAL ENG.

Quincy Square

Contract Award for Sculpture

- Goods and Services Contract with Studiofolia for the sculpture
 - Contract value is \$182,910
- Sculpture will be fabricated off site this year and installed as project is constructed
- Sculpture is a large scale bust of Quincy Jones made with woven bronze strips
- Sculpture will be set on a circular base that doubles as seating
- Will be located east of Pacific Avenue and on the south side of 4th Street

Plan View

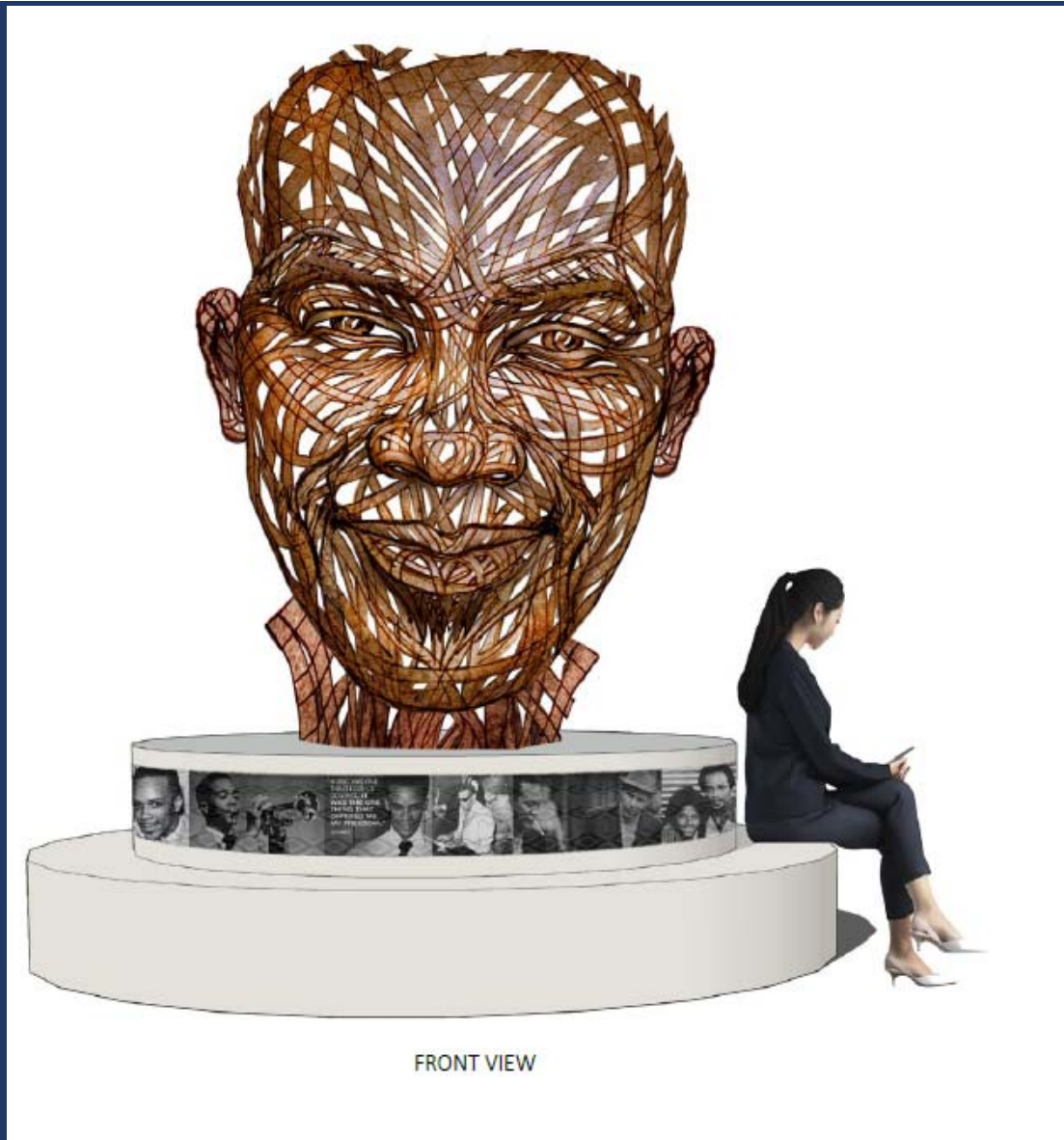


PUBLIC ARTWORK IN CELEBRATION OF QUINCY JONES

Quincy Square

Artist Search Process

- Arts Commission created 2 ad hoc committees to lead the artist search and selection
- Committees determined goals/theme for the artwork and helped to craft the call to artists
- Call to artists were advertised in October 2023
- Committees reviewed artist qualifications and selected finalists
- Finalists submitted concepts for the art works (5 sculpture, 8 mural)
- Committee reviewed and selected artists



Quincy Square

Sculpture Committee

Marie Weichman – *Arts Commission Lead*

Roosevelt Smith – *Arts Commission*

Makinyula Avery

Harriette Bryant

Julie Cooper

Beccy Feather

Lynn Horton

Kellie Jemison

Linley Logan

Deborah Moore-Jackson



*Rendering of Sculpture for 4th Street
Artists James Dinh and Michael Stutz*

Quincy Square

Mural Committee

Roosevelt Smith – *Arts Commission Lead*

Marie Weichman - *Arts Commission*

Nancy Belanger

Guyland Charles

Dani Gray

Beth Javens

Marva Jones

Antionette Preciado-Lacambra

Jewel Shepherd-Sampson

Akuyea Vargas

Gina Voladora

Tramal Williams

Jennifer Yarbrough



*Rendering of mural on parking garage at 4th and Washington
Artist KaDavien Baylor*

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B4

Action anticipated

SUBJECT:

Agreement with Markley's Precision
Company for Reservoir 17 – Interior Coating
Replacement Project

Study Session Date: June 12, 2024
COUNCIL MEETING Date: N/A
Department: Engineering
Presenter: Bill Davis
Phone: (360) 473-2312

SUMMARY: Reservoir 17 is a 1.0-million-gallon steel water reservoir located at 400 Ridge Lane. The scope of work includes abrasive blasting and recoating the entire interior with a 3-coat epoxy coating system. The interior was last coated in 1995.

Bids were opened on June 5, 2024. Two (2) bids were received. Markleys Precision Company was the lowest responsible, responsive bidder in the amount of \$387,938.46 (which includes sales tax).

ATTACHMENTS: 1. Agreement; 2. Location Map; 3. Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the 2024 Water Capital Budget.

RECOMMENDED MOTION: Move to award the contract for the Reservoir 17 – Interior Coating Replacement Project to Markley's Precision Company in the amount of \$387,938.46, including sales tax; 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

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated the _____ day of _____ in the year 2024 by and between City of Bremerton (hereinafter called OWNER) and

MARKLEYS PRECISION COMPANY

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the OWNERS's Contract Documents entitled **RESERVOIR 17 – INTERIOR COATING REPLACEMENT**.

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Substantial Completion within **75-calendar days** from the commencement date stated in the Notice to Proceed. Time is of the essence as to each and every deadline set forth in this agreement. This provision has been specifically negotiated. Final Completion and Acceptance of WORK shall be achieved no later than 30 calendar days following Substantial Completion.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence for this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions and Supplementary Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the OWNER liquidated damages for the delay (Not as a penalty) in the amount of **\$750 per day** that expires after the time specified in Article 2.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule(s).

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Contractor Initials

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (Section 00500) and the following which are either attached or incorporated herein by reference:

- Notice Inviting Bids (Section 00030).
- Bidders Checklist (Section 00100).
- Bid Proposal including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits (Section 00300).
- Performance Bond (Section 00610).
- Payment Bond (Section 00620).
- General Conditions (Section 00700).
- Supplementary General Conditions (Section 00800).
- Technical Specifications as listed in the Table of Contents, including appendices.
- Drawings as listed in the List of Drawings
- Addenda numbers 1 to 1 , inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Section 3.04 of the General Conditions.

ARTICLE 7. WAIVER OF IMMUNITY.

The CONTRACTOR and OWNER acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. The CONTRACTOR and OWNER acknowledge and agree to the requirements for indemnification in Sections 6.20 of the General Conditions and Supplemental Conditions. The provisions of this section shall survive the termination of the contract.

ARTICLE 8. SUSPENSION OF WORK AND TERMINATION.

The CONTRACTOR agrees to the right of the OWNER to suspend work or terminate this agreement as indicated in Article 15 of the General Conditions and Supplementary Conditions.

Contractor Initial

ARTICLE 9. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The OWNER, in its sole discretion, may refuse to allow the CONTRACTOR to assign any or all of its duties, rights and/or responsibilities under the Agreement, except with regards to an assignment of funds for security purposes. In the case of an assignment for security purposes the CITY may condition its approval to the extent it deems necessary to assure that there will be adequate funds to complete the WORK and to pay subcontractors and suppliers.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER: City of Bremerton

CONTRACTOR Markleys Precision Company

(Signature)

(Signature)

By _____
(Printed name)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Bremerton

345 6th Street, Suite 100

Bremerton, WA 98337

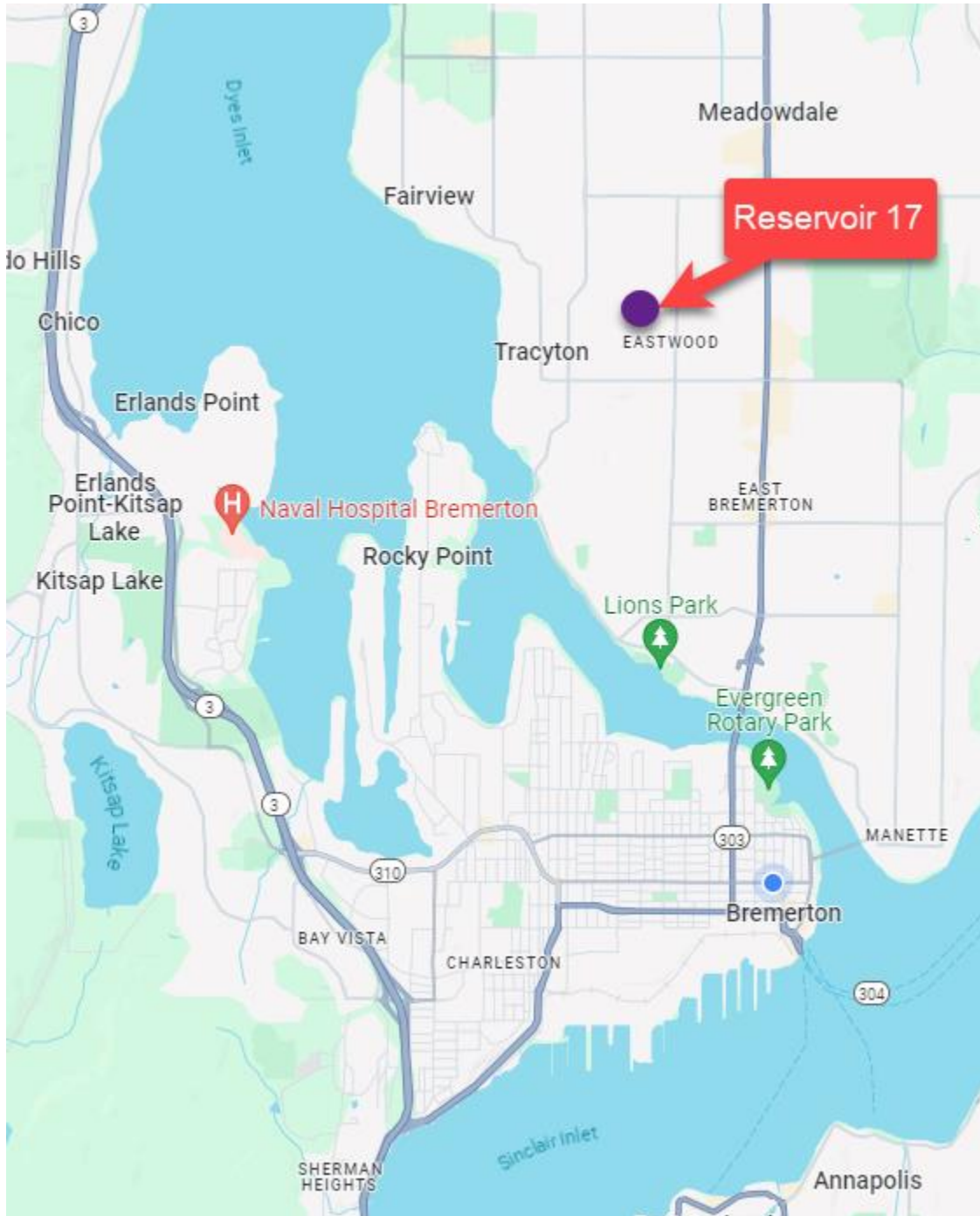
Approved as to Form:

License No. _____

(Signature)

Agent for service of process:

City Attorney
(Title)



RESERVOIR 17 LOCATION MAP

**CITY OF BREMERTON
BID TABULATION**

| | | | | |
|---------------------|---|---------------------|-------------------|------------------------------------|
| BID TITLE: | Reservoir 17- Interior Coating Replacement *REBID | | OPENED BY: | Angela Hoover |
| DATE OPENED: | 6/5/2024 | TIME OPENED: | 2:02 PM | RECORDED BY: Noreen Bolo |

| NAME OF BIDDER | BOND | BASE BID | SALES TAX | TOTAL |
|----------------------------|-------|----------|-----------|---------------|
| PURCELL P&C, LLC | ✓ | | | \$ 556,920.00 |
| MARKLEYS PRECISION COMPANY | ✓ | | | \$ 387,938.46 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| CURRENT SALES TAX RATE | 9.20% | | | |

| SUMMARY | |
|---|------------------------|
| ENGINEER ESTIMATE (INCLUDING SALES TAX) | \$ 500,000 |
| APPARENT LOW BIDDER | MARKLEYS \$ 387,938.46 |
| SECOND LOW BIDDER | PURCELL \$ 556,920.00 |
| THIRD LOW BIDDER | \$ N/A |

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C1

SUBJECT:

Proposed Public Hearing and Resolution to adopt the 2025 – 2030 Six Year Transportation Improvement Program

Study Session Date: June 12, 2024

Study Session Date: June 26, 2024

Department: PW&U Engineering

Presenter: Gunnar Fridriksson

Phone: (360) 473-5758

SUMMARY: The Six Year Transportation Improvement Program (TIP) is prepared pursuant to RCW 35.77.010. The TIP is updated annually and filed with the Puget Sound Regional Council (PSRC) and Washington State Department of Transportation (WSDOT). It is intended as a planning tool for the local, State and Federal transportation funding entities. The TIP has been prepared for City Council approval by Resolution prior to submittal to PSRC and WSDOT. This TIP is consistent with Bremerton’s Comprehensive and Non-Motorized Transportation Plans.

ATTACHMENTS: 1) 2025 – 2030 Six Year City TIP Projects; 2) Tier 4 Projects; 3) Resolution No. _____;

FISCAL IMPACTS (Include Budgeted Amount): Annual adoption of a Six Year TIP is required by State law and is necessary to receive certain State and Federal Transportation funds.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. _____, which approves the City’s 2025 – 2030 Six Year Transportation Improvement Program; and allow the Mayor to forward the Resolution and Plan to the Puget Sound Regional Council and Washington Department of Transportation.

COUNCIL ACTION: Approve Deny Table Continue No Action



PROPOSED TRANSPORTATION IMPROVEMENT PROGRAM 2025-2030

| | | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Six-Year Period Total |
|--------------------------------|--|-------------|--------------|--------------|-------------|-------------|-------------|--------------------------|
| Tier 1 Funded | | | | | | | | |
| TR00066 | City Safety Improvement | 160,000 | 160,000 | 160,000 | 160,000 | 160,000 | 160,000 | 960,000 |
| TR00068 | Signal System Upgrades | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 600,000 |
| TR00105 | City Street Lighting | 105,000 | 55,000 | 35,000 | 35,000 | 35,000 | 35,000 | 300,000 |
| TR00139 | Streets Preservation and Maintenance Program | 750,000 | 750,000 | 750,000 | 750,000 | 750,000 | 750,000 | 4,500,000 |
| TR00142 | Signage and Pavement Marking Maintenance | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 1,800,000 |
| TR00143 | Sidewalk Program | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 3,000,000 |
| TR00144 | Bridge Inspection and Repair Program | 20,000 | - | 20,000 | - | 20,000 | - | 60,000 |
| TR00043A | View Ridge Elementary (Almira SRTS) Phase 1 | 4,088,750 | 912,500 | - | - | - | - | 5,001,250 |
| TR00151 | Belfair Valley Road Subgrade Repair & Overlay | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 150,000 |
| TR00159 | SR 303 Adaptive Signals (Sheridan to Riddell) | 360,000 | 1,560,000 | - | - | - | - | 1,920,000 |
| | Subtotal Tier 1 | \$6,408,750 | \$4,362,500 | \$1,890,000 | \$1,870,000 | \$1,890,000 | \$1,870,000 | \$18,291,250 |
| Tier 2 Partially Funded | | | | | | | | |
| SW00029 | Parish Creek Culvert Replacement | 210,000 | 210,000 | 2,313,000 | - | - | - | 2,733,000 |
| TR00010 | Naval Avenue Road Diet | 1,397,600 | - | - | - | - | - | 1,397,600 |
| TR00024 | 6th Street Active Transportation Improvements | - | 75,000 | 534,000 | 2,941,000 | - | - | 3,550,000 |
| TR00029 | SR 303 Warren Ave Bridge Multimodal Improvements | 1,000,000 | 12,000,000 | 12,000,000 | - | - | - | 25,000,000 |
| TR00043B | View Ridge Elementary (Almira SRTS) Phase 2 | - | 897,000 | 288,000 | 5,327,000 | - | - | 6,512,000 |
| TR00065 | Werner Road - Signal Improvements and Widening | - | - | 350,000 | 350,000 | 7,000,000 | - | 7,700,000 |
| TR00148 | Sinclair / Union Intersection Improvements | - | - | 250,000 | 1,000,000 | - | - | 1,250,000 |
| TR00154 | Phinney Bay Retaining Wall and Guardrail Project | 50,000 | 2,000,000 | - | - | - | - | 2,050,000 |
| | Subtotal Tier 2 | \$2,657,600 | \$15,182,000 | \$15,735,000 | \$9,618,000 | \$7,000,000 | - | \$50,192,600 |
| Tier 3 Unfunded | | | | | | | | |
| TR00007 | 11th Street Community Boulevard (Warren to Pacific) | - | - | 1,222,222 | - | 3,185,185 | - | 4,407,407 |
| TR00016 | Sylvan Reconstruction - SR 303 to Pine Road | - | - | - | - | - | - | - |
| TR00022 | Improve Shorewood Drive through the NAD Park to Jackson Park | - | - | - | - | - | - | - |
| TR00026 | National Avenue Reconstruction - 1st Street to National Avenue | - | - | - | - | - | - | - |
| TR00027 | North/South Corridor Bike/Ped Backbone Improvements | - | - | - | - | - | - | - |
| TR00028 | E. Bremerton Shared Use Path | - | - | - | - | - | - | - |
| TR00040 | Mountain View Middle School (SRTS) | - | - | - | - | - | - | - |
| TR00047 | Gorst Sinclair Trail (Planning) | - | - | - | - | - | - | - |
| TR00053 | Riddell Road Sidewalk Improvement (SR 303 to Almira) | - | - | - | - | - | - | - |
| TR00056 | Matan & Lillian & James Sidewalk Connector | - | - | - | - | - | - | - |
| TR00071 | Burwell Street Adaptive Signals | - | - | - | - | - | - | - |



PROPOSED TRANSPORTATION IMPROVEMENT PROGRAM 2025-2030

| | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Six-Year Period Total |
|--|-------------|--------------|--------------|--------------|--------------|-------------|--------------------------|
| TR00085 Bridge to Bridge Trail Wayfinding | - | - | - | - | - | - | - |
| TR00110 Kitsap Lake Vicinity Ped/Bike Improvements Planning Study | - | - | - | - | - | - | - |
| TR00150 11th Street Improvements (Kitsap Way to Naval) | - | - | - | - | - | - | - |
| TR00155 12th Street Reconstruction (Warren/Elizabeth) | - | - | - | - | - | - | - |
| TR00156 11th Street Preservation (Naval to Warren) | - | - | - | - | - | - | - |
| TR00161 Pedestrian Connector Under Warren Ave Bridge South | - | - | - | - | - | - | - |
| TR00197 Catalyst School (SRTS) | - | - | - | - | - | - | - |
| Charleston | | | | | | | |
| TR00200 Charleston Area Wayfinding | - | - | - | - | - | - | - |
| TR00201 Enhance Callow Avenue Streetscape | - | - | - | - | - | - | - |
| Eastside Village | | | | | | | |
| TR00202 Clare Street Improvements | - | - | - | - | - | - | - |
| TR00203 RRFB on Sheridan | - | - | - | - | - | - | - |
| SR303 | | | | | | | |
| TR00108 Active Transportation Facilities Sheridan to Warren Ave Bridge | - | - | - | - | - | - | - |
| TR00198 Mid-block crossings and corridor preliminary design | - | - | - | - | - | - | - |
| TR00199 Adaptive Signals - Warren Avenue - Burwell to 17th Street | - | - | - | - | - | - | - |
| Subtotal Tier 3 | - | - | \$1,222,222 | - | \$3,185,185 | - | \$4,407,407 |
| Grand Total | \$9,066,350 | \$19,544,500 | \$18,847,222 | \$11,488,000 | \$12,075,185 | \$1,870,000 | \$72,891,257 |



PROPOSED TRANSPORTATION IMPROVEMENT PROGRAM

TIER 4 - OUT YEARS

2025-2030

| | | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Six-Year Period Total |
|-------------------------|--|------|------|------|------|------|------|--------------------------|
| Tier 4 | Unfunded - Out Years (Bulpen) | | | | | | | |
| TR00015 | Sheridan Reconstruction | - | - | - | - | - | - | - |
| TR00017 | Pine Road Construction | - | - | - | - | - | - | - |
| TR00030 | Marine Drive NMT Improvements | - | - | - | - | - | - | - |
| TR00031 | Auto Center Way Multimodal Conversion | - | - | - | - | - | - | - |
| TR00032 | Tracyton Beach Drive Improvements | - | - | - | - | - | - | - |
| TR00033 | Intelligent Transportation Systems (ITS) Program | - | - | - | - | - | - | - |
| TR00034 | Arsenal Way/Patton Ave Safety Improvements | - | - | - | - | - | - | - |
| TR00039 | Crownhill Elementary (SRTS) Phase II | - | - | - | - | - | - | - |
| TR00041 | Armin Jahr Elementary (SRTS) | - | - | - | - | - | - | - |
| TR00044 | Naval Avenue Elementary (SRTS) | - | - | - | - | - | - | - |
| TR00046 | State Street Pedestrian Corridor Improvement | - | - | - | - | - | - | - |
| TR00055 | Anderson Cove Sidewalks | - | - | - | - | - | - | - |
| TR00095 | Belfair Valley Road Shoulder Widening for Multimodal | - | - | - | - | - | - | - |
| TR00096B | West Kitsap Way Reconstruction/Rechannelization Implementation | - | - | - | - | - | - | - |
| TR00111 | Marine Drive LOS Improvements at Kitsap Way | - | - | - | - | - | - | - |
| TR00133 | Lake Flora Widening | - | - | - | - | - | - | - |
| TR00136 | Lower Wheaton Way Reconstruction (Lebo to Sheridan) | - | - | - | - | - | - | - |
| Charleston | | | | | | | | |
| TR00176 | Enhance Wycoff Avenue Streetscape | - | - | - | - | - | - | - |
| TR00177 | Town to Forest Trail Callow to Forest Ridge Park | - | - | - | - | - | - | - |
| Downtown | | | | | | | | |
| TR00181 | Pacific Avenue Improvements | - | - | - | - | - | - | - |
| TR00182 | Green Streets 7th, 8th, and 10th | - | - | - | - | - | - | - |
| TR00183 | Active Transportation (sharrows) 4th, 5th, and Park | - | - | - | - | - | - | - |
| Eastside Village | | | | | | | | |
| TR00178 | Wheaton Way Improvements | - | - | - | - | - | - | - |
| TR00179 | Callahan Drive Improvements | - | - | - | - | - | - | - |
| TR00180 | Campbell Way Multimodal Improvements | - | - | - | - | - | - | - |
| JCTP | | | | | | | | |
| TR00184 | Shared Use Path on 1st Street | - | - | - | - | - | - | - |
| TR00185 | Sidewalk Improvements Near NBK | - | - | - | - | - | - | - |
| TR00186 | All Way Pedestrian Phases Along Burwell | - | - | - | - | - | - | - |
| TR00187 | Adaptive Signal Timing | - | - | - | - | - | - | - |
| TR00188 | Strategic Road Safety Plan Projects | - | - | - | - | - | - | - |
| TR00189 | Bike Facilities on Shorewood Drive | - | - | - | - | - | - | - |



PROPOSED TRANSPORTATION IMPROVEMENT PROGRAM

TIER 4 - OUT YEARS

2025-2030

| | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Six-Year Period Total |
|---|------|------|------|------|------|------|--------------------------|
| TR00190 Sidewalk Improvements West of Charleston Blvd | - | - | - | - | - | - | - |
| TR00191 Covered Bike Parking at NKB-B | - | - | - | - | - | - | - |
| TR00192 Study New Offramp from Southbound SR-3 at SR-304 | - | - | - | - | - | - | - |
| TR00193 Traffic Management Center | - | - | - | - | - | - | - |
| TR00194 Roundabout at Naval Avenue and 6th | - | - | - | - | - | - | - |
| TR00195 Improve SR-3 Kitsap Way Interchange | - | - | - | - | - | - | - |
| TR00196 Roundabout at SR-3/W Loxie Eagans Blvd Interchange | - | - | - | - | - | - | - |
| PSIC | | | | | | | |
| TR00173 Cross SKIA Connector Phase 2.3 | - | - | - | - | - | - | - |
| TR00174 Cross SKIA Connector Phase 3 | - | - | - | - | - | - | - |
| TR00175 PSIC Trails | - | - | - | - | - | - | - |
| SR303 | | | | | | | |
| TR00163 Median Channelization and Signage Sheridan to Sylvan | - | - | - | - | - | - | - |
| TR00164 Median Channelization and Signage Sylvan to Hollis | - | - | - | - | - | - | - |
| TR00165 Median Channelization and Signage Burwell to 6th | - | - | - | - | - | - | - |
| TR00166 Roundabout Warren and 11th | - | - | - | - | - | - | - |
| TR00167 Shared Use Path Callahan to Sylvan | - | - | - | - | - | - | - |
| TR00168 Channelization, Sidewalk, and Transit Improvements Warren to 13th | - | - | - | - | - | - | - |
| TR00169 Sidewalk Improvements Burwell to 13th | - | - | - | - | - | - | - |
| TR00170 BAT Lane and Sidewalk Improvements Sylvan to Riddell | - | - | - | - | - | - | - |
| TR00171 Roundabout at Callahan and BAT Lane to Sheridan | - | - | - | - | - | - | - |
| TR00172 Roundabout at Riddell Road | - | - | - | - | - | - | - |
| Subtotal Tier 4 | - | - | - | - | - | - | - |
| Grand Total | - | - | - | - | - | - | - |

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the 2025 – 2030 Six Year Transportation Improvement Program.

WHEREAS, after proper notice, the City Council of the City of Bremerton held a public hearing at the regular meeting of the City Council at 5:00 p.m. on June 26, 2024, to consider public testimony on the City’s proposed 2025 - 2030 Six Year Transportation Improvement Program and, having considered public testimony to the Program and in accordance with the provisions of RCW 35.77.010; NOW THEREFORE,

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

SECTION 1. The 2025 through 2030 Six Year Transportation Improvement Program, set forth in Exhibit “A” attached hereto and herewith filed with the City Clerk, is hereby adopted.

SECTION 2. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 3. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

JENNIFER CHAMBERLIN,
Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C2

SUBJECT:

Proposed Resolution to show support for raising the PRIDE Commemorative Flag at the Norm Dicks Government Center and throughout Bremerton in support of the LGBTQ+ Community

Study Session Date: June 12, 2024

Study Session Date: June 26, 2024

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Proposed Resolution for Council's consideration would show support for the LGBTQ+ Community and make a clear statement that "*discrimination, harassment and harm to LGBTQ+ individuals is not acceptable and will not be tolerated*".

ATTACHMENTS: Proposed Resolution

FISCAL IMPACTS (Include Budgeted Amount):

RECOMMENDED MOTION:

Move to approve Resolution No. _____ in support of raising the PRIDE Commemorative Flag at the Norm Dicks Government Center and throughout Bremerton in support of the LGBTQ+ community.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, supporting raising the PRIDE Commemorative Flag at the Norm Dicks Government Center and throughout Bremerton in support of the LGBTQ+ community, in celebration of PRIDE events, and as a statement to the public that discrimination, harassment and harm to LGBTQ+ individuals is not acceptable and will not be tolerated.

WHEREAS, the “City Hall” for the City of Bremerton is located inside the Norm Dicks Government Center, a condominium; and

WHEREAS, the Norm Dicks Government Center has flagpoles in front of the building and the flagpoles are controlled by the board for the condominium association which is comprised of unit owners; and

WHEREAS, the City Council of the City of Bremerton supports the association board raising the PRIDE Commemorative Flag at the Norm Dicks Government Center and supports community members and business displaying their support of the LGBTQ+ community, in celebration of PRIDE events, and as a statement to the public that discrimination, harassment and harm to LGBTQ+ individuals is not acceptable and will not be tolerated;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council supports the LGBTQ+ community and wants to demonstrate this support by advocating for the display of the PRIDE Commemorative Flag at the Norm Dicks Government Center and affirming support for community members and businesses who also display regalia in support of PRIDE. While final decision to raise the PRIDE Commemorative Flag at the Norm Dicks Government Center rests with the board for the condominium association, the City requests display of the PRIDE Commemorative Flag during any or all the following time periods every year: (1) The month of June when PRIDE is celebrated globally and/or (2) June 28th through the end of the third weekend in July. June 28th is commemorated as Stonewall National Day to honor the Stonewall Uprising, a pivotal event in the LGBTQ+ civil rights movement and the third weekend in July is recognized locally as the annual PRIDE celebration in Kitsap County.

SECTION 2. Upon passage, Legislative staff will provide a copy of this Resolution to the board of the association for consideration. The Council President or designee is authorized to complete additional steps necessary to effectuate the intent of the Resolution, including but not limited to completing request forms, writing letters or attending meetings.

SECTION 3. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the

validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 4. *Effective Date.* This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this ____ day of _____, 20____.

JENNIFER CHAMBERLIN,
Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNELL, City Attorney

ANGELA WOODS, City Clerk

From: [Jennifer Chamberlin](#)
To: [Bob Keever](#)
Cc: [Michael Crovitz](#); [Bruce & Adraine Weber](#); [Jennifer Hayes](#); [Lori Smith](#)
Subject: Re: Mobile Home Park Evictions follow-up
Date: Friday, May 24, 2024 1:59:38 PM
Attachments: [Outlook-lxi54s2p.png](#)

Mr. Keever,

It was a pleasure talking with you, as well. I've been following the work you do just this year and I'll consider it a privilege to host you on June 26th. I will catch myself up on the materials you provided and also copied our council staff and the mayor's secretary. Thank you for your good work.

Jennifer Chamberlin
District 1
Bremerton City Council President

From: Bob Keever <stalebey@hotmail.com>
Sent: Friday, May 24, 2024 1:07 PM
To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Cc: Michael Crovitz <mdcrovitz@centurytel.net>; Bruce & Adraine Weber <poulsbo5@gmail.com>
Subject: Re: Mobile Home Park Evictions follow-up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer --

It was a pleasure talking with you on the phone, and thank-you for reaching out, and for inviting us to participate in the June 26, Bremerton City Council "round table" study session.

Attached is the presentation that we gave during a similar "round table" meeting with the Poulsbo City Council lats December. We can modify these charts with more of a "Bremerton flavor," timed for about 5 minutes, with an additional 5 minutes for questions and discussion.

Also attached is a copy of our agreement with the City of Poulsbo regarding the \$15K grant money for procuring materials for making home repairs, building, wheelchair ramps and other modifications for low-income elderly, disabled, and disadvantaged individuals in the Poulsbo area. A similar agreement could be put forth, and apply to Bremerton residents in need.

Finally, there is also a copy of our Independent Living Program brochure attached. Feel free to disseminate it.

Regards,

Bob Kever
Bluebills Vice Chair
[360-779-1203](tel:360-779-1203)

From: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Sent: Friday, May 24, 2024 11:00 AM
To: Bob Kever <stableguy@hotmail.com>
Subject: Re: Mobile Home Park Evictions follow-up

Bob, can you call me at [\(360\)509-4683](tel:3605094683) today/Friday before 2pm or at [\(360\)286-1313](tel:3602861313) any other time? I am curious about an update.

Jennifer Chamberlin
District 1
Bremerton City Council President

From: Bob Kever <stableguy@hotmail.com>
Sent: Tuesday, January 30, 2024 7:15 PM
To: drcarolynn@comcast.net <drcarolynn@comcast.net>
Cc: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Subject: Re: Mobile Home Park Evictions follow-up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Carolynn --

I was on the Pinewood crew today along with one of our volunteers who is in his 80's. I met with the new park manager for the first time, and she wasn't quite the monster that she had been made out to be. She is eager to work with us and to support us. So, thankfully, we have a healthy working relationship with all 4 of the park managers.

I will invite Jennifer to come out there and meet with us, or better yet roll up her sleeves and work with us, one of these times out at Pinewood. We have been providing support out there for years, and I was grieved to learn of the passing of Cathy Swanlund, a sweet elderly handicapped woman who lived in a small travel trailer on space #9. When we first met her, the roof was leaking and a lot of water was coming down inside, her plumbing drains were completely clogged with water backing up, and she had numerous other problems. She was just trying to survive.

Cheers,

Bob Kever
Bluebills Vice Chairman

From: drcarolynn@comcast.net <drcarolynn@comcast.net>

Sent: Tuesday, January 30, 2024 1:52 PM

To: Bob Keever <staleguy@hotmail.com>

Subject: Re: Mobile Home Park Evictions follow-up

Hi Bob, thank you for all your Bluebill team efforts. You are saving lives. There is no need for you to get involved other than what you are doing which is more than enough for one person and extraordinary. I really appreciate that you have taken time out of your busy schedule to follow up with my emails to our elected officials and give context to the situation. The details you have provided to me will help me when I testify at committee hearings on the current rent stabilization bills going through session. We need to first stop the flood with this legislation while you help the people who are already flooded. I have joined the WA Low Income Housing Alliance, the group that is spearheading the rent stabilization bills in Olympia.

My plan is to keep sending updates to our local elected officials because they tend to live in their own silos and really don't keep track of state legislation. I will continue to press our state level elected officials to actually pass these bills this session. In the meantime if you could keep me up to date on the local scene. I might need some data and numbers from you for testimony although I already have enough ammunition, probably. I am particularly interested in the 4th mobile home park you mentioned, Countryside, which also appears to be in unincorporated Kitsap Count, and the first time I have heard about that MHP.

I am going to talk Doug Washburn, Department Director, *Kitsap County* Human Services, to see if his department has or can put together a flyer or brochure that will help MHP residents navigate the system for help. If he can't do that, I will see if Lisa deFaria can help. Would that be something you would be interested in distributing to residents?

Finally, I have been in touch with Jennifer Chamberlain, Bremerton City Council President. Pinewood is in her district. She tried to reach out to a resident who never got back to her. I suggested that maybe you could help connect her. She has a personal history that makes her empathetic to issues like this. I gave her your contact information. I hope that is OK. This is her contact info: [360-509-4683](tel:360-509-4683), jennifer.chamberlin@ci.bremerton.wa.us.

Warmly,
Carollynn

On 01/30/2024 8:09 AM PST Bob Keever <staleguy@hotmail.com> wrote:

Hello Lisa and Carollynn --

Today Bluebills will have Action Teams working at all 4 mobile home parks:

Poulsbo MHP, Countryside MHP, Pinewood MHP, and Olympic View MHP, thus I'm afraid I won't have time for any meetings. We have connected with all of the local managers, except Pinewood, which we hope to happen today. Once we win their trust, at least enough to establish a working relationship, these local managers have been helpful in connecting us up tenants who are in need of assistance, plus we can provide some pushback when clients are not getting a fair shake. We're discovering more and more tenants who are in need of fairly extensive repairs and services to lift them from extreme poverty back up to ordinary poverty – things like hot and cold running water, working sewage systems, heat, safety and security.

I'll keep you posted on our findings, and client experiences. Meanwhile keep up the good work that you're doing to address the root problems.

Cheers.

Bob K.

From: Lisa D <lisadefaria@gmail.com>
Sent: Monday, January 29, 2024 8:48 PM
To: drcarollynn@comcast.net <drcarollynn@comcast.net>
Cc: Bob Keever <stableguy@hotmail.com>
Subject: Re: Mobile Home Park Evictions follow-up

Hi Carollynn, (and Bob)

Looking forward to connecting tomorrow! I'm not sure if Bob can join us? I KNOW he is very busy doing the hard work! (Approximately 3 pm Tues 1/30?? Text me Bob at [206-488-8142](tel:206-488-8142) if you can or would be available another time?)

I've reviewed all your rich and informative emails, Carollynn, including today's from Doug. I think I have a sense of things.

Sounds like among topics you may want to discuss is how to help Olalla mobile home residents (county) file complaints with the AG. Not to mention advocating for current legislation underway that may provide some tenant protections. Plus more...

If not already aware, I think it is important to note, at least by my read (attached), the "Manufactured/Mobile Home Landlord-Tenant Act," RCW 59.20 (and many revisions since inception 1977) totally favors the landlord. Any legislation proposals will need to further amend the original.

While very concerned about mobile home residents, particularly seniors, disabled and undocumented, I confess I'm a bit overwhelmed by the "all of this." PMHP is in my neighborhood, my comfort zone and I have relationships there - makes it easy to advocate and support, even with the language differences. However, moving broader will take a much larger "army" and a huge effort to empower residents to advocate for themselves.

Meanwhile, please be patient with me. I'm dealing with some health issues that zap my

energy and ability to take on a "big" project at this time. Nonetheless, happy to help as I can!
Talk soon.
Lisa

On Mon, Jan 29, 2024 at 4:14 PM <drcarolynn@comcast.net> wrote:

Could we have a conversation about next steps? I just sent another email to all including you about legislative actions that would be helpful. Carollynn Zimmers

----- Original Message -----

From: Doug Washburn <dwashburn@kitsap.gov>
To: Carollynn Zimmers <drcarolynn@comcast.net>
Cc: Carl E Borg <CEBorg@kitsap.gov>
Date: 01/29/2024 10:32 AM PST
Subject: Mobile Home Park Evictions follow-up

Hello Dr. Zimmers,

The Commissioner's office forwarded me your email of January 25 on manufactured home park purchases, rent increases and potential evictions. We reached out to our Department of Commerce contacts and their Manufactured Housing Community Strategies Specialist in Olympia provided some information and potential steps the people who have contacted you (and any living in the parks) may find useful. Please feel free to share this with your contacts or if you provide me with the contact information I can email them directly and copy you.

The AGs Manufactured Housing Dispute Resolution Program (MHDRP) office is very familiar with Hurst and Son LLC, the owners of all the communities in this email string. This concern has also been elevated to Kay Murano (Manager, Homeownership Support Programs) and Ann Campbell (Managing Director, Homeownership Unit) at Commerce.

Commerce has the following recommendations for immediate action:

- Connect with individuals in contact with residents

of Olympic View in Olalla and inform them of the opportunity to file a complaint with the Office of the Attorney General, Manufactured Housing Dispute Resolution Program;

- complaints: 1) extreme rent increases, 2) requirement to make repairs, etc. within a certain time frame or face eviction.
- *Pinewood Mobile Home Park residents may file complaints as well if they are experiencing the same or similar issues.*

Here's the contact information for filing a complaint:

To contact the Manufactured Housing Dispute Resolution Program:

Statewide toll-free: 1-866-924-6458

King County: 206-464-6049

Call Center Hours: 9am - 4pm M-F

E-mail: MHDR@atg.wa.gov

Mail: Manufactured Housing Dispute Resolution Program
Attorney General's Office
800 5th Avenue, Suite 2000
Seattle, WA 98104

Fax: 206-587-5636

*Commerce will reach out to their contacts at the AG, MHDRP and give them a heads up.

- Provide Northwest Justice Project (NJP) contact information to community residents. NJP has attorneys well-versed in the [Manufactured/Mobile Home Landlord-Tenant Law](#). This [link](#) has contact information for eviction assistance as well as other issues (increases in space rent, etc.).

*Commerce will reach out to my NJP contacts and inform them of the situation.

- Commerce will track the rent increase information in this email string. They share this information (in aggregate) with legislators periodically when asked.

- Commerce will also track the need for repair (they are capturing specific communities, etc.).
- They also ask that people involved consider responding to the attached request to comment on the current draft rules for Commerce's new Low-Income Home Rehabilitation Grant Program. They encourage folks to support funding for these services in manufactured/mobile home communities. Feel free to forward the draft rules email to all you think may have comment.

Please email or call me directly at [360-337-4526](tel:360-337-4526) if you would like to discuss in more detail.

Regards,

Doug

Doug Washburn, Director

[Kitsap County Department of Human Services](#)

[360-337-4526](tel:360-337-4526)

dwashburn@kitsap.gov



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From:

drcarolynn@comcast.net <drcarolynn@comcast.net>

Sent: Thursday, January 25, 2024 11:54 AM

To: Kitsap Commissioners

<KitsapCommissioners@kitsap.gov>

Cc: Poulsbo City Council

<councilmembers@cityofpoulsbo.com>; Becky Erickson

<berickson@cityofpoulsbo.com>; Greg Wheeler

<greg.wheeler@ci.bremerton.wa.us>; Jennifer

Chamberlin <jennchamberlin@yahoo.com>; Jeff

Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Greg

Nance <greg.nance@leg.wa.gov>; Ellis, Zach

<zach.ellis@leg.wa.gov>; Tarra Simmons

<tarra.simmons@leg.wa.gov>; Hansen, Rep. Drew

<Drew.Hansen@leg.wa.gov>;

michelle.caldier@leg.wa.gov;

spencer.hutchins@leg.wa.gov; Emily Randall

<emily.randall@leg.wa.gov>

Subject: Sorry about typo Re: Potential Mobile Home Park evictions in Bremerton, Poulsbo and unincorporated Kitsap County

You don't often get email from drcarolynn@comcast.net. [Learn why this is important](#)

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(My apologies about the typo referring to Commissioners as Senators. Please replace this version with the email sent previously. Carollynn)

Dear Commissioners Rolfes, Walters and Gariddo,

There are 3 mobile home parks, that I currently know of, with grossly increased rental rates since being purchased by private equity firms. Two of these, Poulsbo Mobile Home Park and Bremerton Pinewood Mobile Park are within their respective city limits. Commissioner Rolfes is very aware of the Poulsbo Mobile Park and the efforts to keep

residents in their homes and prevent over 107 families from being displaced. Bremerton City Council member Jennifer Chamberlain has been alerted to the Pinewood community but I do not know what is being done to help those residents which include 27 units with elderly and low income community members.

Yesterday I was alerted to a new crisis developing in a mobile home park in the county. This is now a Kitsap County issue as this mobile park is just north of the county line and not in an incorporated city. As county Commissioners, I hope there is some efforts you can apply toward keeping these residents in their homes. This is currently a crisis for the 200 plus elderly, low-income and minority families who are facing eventual eviction in Kitsap County for repair mandates and rent increases, but it will be a huge humanitarian and financial crisis for the county and local elected officials if these people are dumped into the category of people living homeless.

I am copying our state elected officials in the 23rd LD and the 26th LD - Rep Nance, Rep Simmons, Sen Hansen, Rep Caldier, Rep Hutchins, Sen Randall - because, ultimately, the future answer will probably be at the state level and this crisis is a cancer that will spread.

Respectfully,
Carollynn Zimmers
[360-265-3836](tel:360-265-3836)
drcarollynn@comcast.net

This is the email text I received from a volunteer very involved with the 2 other communities I referred to:

"I just spoke with a woman who owns a mobile home in the Olympic View Mobile Home Park down by Olalla.

Olympic View is another one that got bought out by Hurst & Son (same as Pinewood - see below), and her rent has gone up from \$420/mo. in 2021 to \$795/mo. It sounds like they're being given mandates to fix things up or face eviction. She was

told she has 20 days to remove an add-on structure. She's 61, on Medicaid, in poor health as well as poor finances. She has been waiting on KCR to pay her back rent. She also says that the new park manager has been bullying her and others. She wants her daughter to move in with her and be her caregiver, but claims that the manager won't approve it (and I'm not sure why he should even have a say).

She does have a social worker assigned to her and we told her that Bluebills would come out there and do what we can to take some of her worry away. I gave her the contact information for the two ladies in Pinewood.

Anyhow, some story, just a different location."

<https://www.usatoday.com/story/news/local/2023/11/22/hurstson-mobile-home-park-tenants-rent-increases/71599846007/?gnt-cfr=1>
['It makes me cry': Kitsap mobile home park tenants face significant rent increases](#)

The sale of Pinewood Mobile Park initially had residents hopeful of improvements. Then they received costly new leases to sign.

--

Lisa deFaria, MSW, LICSW, BCD
*Licensed Independent Clinical Social Worker
Board Certified Diplomat in Clinical Social Work
Child Development Specialist
Certified Senior Clinician DIR/Floortime
WA State License LICSW 60505526
CA State License LCSW 19285*

20952 Cindy CT NE, Poulsbo, WA 98370
PHONE: [206-488-8142](tel:206-488-8142)
www.lisadefaria.com

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** If you have an **URGENT** matter, please call my office.*

** If you have an **EMERGENCY** mental health issue, please dial 911 or go to the nearest emergency room*

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Subject: Kitsap Sun Article - With June 1 rent increases looming, mobile home residents face uncertain future
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With June 1 rent increases looming, mobile home residents face uncertain future



[Kai Uyehara](#)
Kitsap Sun

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The entrance to Pinewood Park in Bremerton on Tuesday Nov. 14, 2023. MEEGAN M. REID/KITSAP SUN

There's only a week and a half until Joann Wellman's rent at Pinewood Park increases beyond her capacity to pay.

The 20-year resident of the mobile home park on Bremerton's east side broke her back last summer, after falling in shock upon reading a notice about pending leases at a new rate. That experience was part of a Kitsap

Sun story on Wellman and her neighbors in November 2023. After publication, a group of retired Boeing engineers working as handymen called the Peninsula Support Organization Bluebills arrived and installed a handrail for her to get down the stairs.

At the time, she needed it. But now, her health has declined so much that she can't even use the handrail. Now, she doesn't talk to anyone. She stays inside, confined to her Bremerton home by disability, fear and anxiety that she will be forced out onto the street.

Pinewood Park residents will see their monthly rent increased from \$615 to \$700 for motorhomes and \$850 for mobile homes after their community became the latest purchase of Hurst & Son LLC, a real estate investment company with a headquarters in Port Orchard. The company owns nearly 80 mobile home communities across Washington, Oregon, Idaho, Montana and North Dakota, five of them being in Kitsap County. They've raised rents up to 55% in Aberdeen, Yakima, Spokane, Bellingham and Moscow, Idaho, tacking on additional expenses like utilities, penalty fees for rule violations, and a water usage cap. At mobile home communities that have for years provided a refuge for seniors living solely on Social Security or other assistance, ownership changes and an increasingly tight real estate market are now pushing residents past the breaking point.

Wellman keeps telling herself she's got to "get things sorted out" and pack up all of her belongings to prepare for Hurst & Son's new lease and increased rent goes into effect June 1. But her modest home is tidy, and as of mid-May without a cardboard box in sight.

"I think about it, 'Where am I going to put them?' and I don't know," Wellman said, sitting in the same spot on the living room couch where she'd interviewed six months ago. "And then I think, 'Well, maybe he'll (Hurst & Son) be nice and let me stay, so I did all that packing for no reason. But then, I think, 'Well, maybe I should anyway, just in case.'"

Instead, Wellman moves slowly with the help of her son who provides live-in care and sits at the couch beside her walker and a T.V. tray littered with

housing resources, a doctor's letter, her son's work schedule and blank pages. She waits for June 1 knowing only that she can't afford the new rent, and not where she will go if she can't afford to pay it.

"I worry about it every day, if I'm going to have a place to live or not," she said.

Resistance by choice, compliance by default

Wellman, like many of her neighbors, did not sign Hurst & Son's new lease. She won't be immediately evicted for refusing, but she also doesn't exactly know what will come next, leaving some tenants in a near game of chicken with the investment company.

"I really don't know. It's either I do (pay the rent) or I get out," said Wellman, whose lease had been month-to-month for the last 20 years she's lived in Pinewood Park, when it was owned by DSR Enterprises. "I suppose that's the way they're putting it."

All Wellman knows is that new ownership has come with tighter rules on the exterior appearance of the mobile homes, which she and her son say have resulted in crackdowns on porch chairs, fencing and equipment like a wheelbarrow stored outdoors. Wellman assumes that agreeing to the lease means comply with not only the new rent, but also the new rules.



Joann Wellman is facing a more than 32% increase in her rent at Pinewood Park after investor company Hurst & Son bought the mobile home park this year. After living in Pinewood Park for 20 years, Wellman will have to leave because she can't afford to stay. But she has nowhere to go. *Kai Uyehara*

New ownership also asked Wellman's son, David Wellman, who has lived with her mother for the past 14 years, to perform a background check in order to be added to the lease. David works a retail job three or four days a week, trying to bring in money while taking care of his mother and covering household chores. The two feel betrayed by such scrutiny.

Though Wellman said she doesn't know whether she'll be evicted when the new lease begins, Hurst & Son field manager, Levi Black said tenants were given a proper 90-day notice in accordance with the state's manufactured/mobile home landlord-tenant act. The new lease agreement, along with the increased rent and responsibility for utilities, will go into effect June 1 whether the tenants have signed their lease or not, and would have had to give the landlord a month's notice of their intention to vacate.

Wellman will have to pay \$850 now, if she wants to keep her decades-long home. She and David said they can't afford that.

Though the November story did bring Wellman in contact with a community member who wanted to help her with rent for a month or so, and other Hurst & Son tenants experiencing similar situations, an ongoing investigation into Hurst & Son by the Attorney General's Manufactured Housing Dispute Resolution Program has brought Pinewood Park tenants little relief in the face of rents.

The program did, however, determine that some tenants in Hurst & Son mobile home parks hadn't been provided with the required "notice of sale" and that some had modified lease renewal dates without tenant agreement and imposed rent increases on non-lease renewal dates, actions which the program prosed Hurst & Son revoke and reimburse. The program also determined that Hurst & Son had illegally transferred permanent structure maintenance responsibilities onto tenants and that its \$65 penalty fees were "excessive and not clearly justified."

The manufactured housing dispute resolution program could not be reached for an update on the investigation upon inquiry from the Kitsap Sun.

"They have no right to do this to people," Wellman said. "I mean, in June I'll be here 21 years. Now that's hard – just take my home right out from underneath my feet."

Two tenant families have already sold their mobile homes for \$10,000 and \$45,000, the neighbors reported, and several more are preparing to leave by the end of the month.



Marilyn Warren and her dog Chika stand in the doorway of her motorhome at Pinewood Park in Bremerton on Friday, May 17, 2024. MEEGAN M. REID/KITSAP SUN

Marilyn Warren, who the Kitsap Sun spoke with in November, also chose not to sign the new lease, which would raise her rent to \$700 – almost half of her social security payout a month. She also has no plan to live anywhere else. She can't make one.

“I can't go anywhere. There's nowhere to go,” she said. “It's really scary. It's making me sick. I mean, every morning I wake up crying and I start thinking about it: ‘Where am I going to go?’ and I can't come up with anything.”

Dealing with the daily stress of the unknown

To calm her nerves, Warren prays every morning and turns on Christian music as she lays in bed. She says she's burnt out.

Tenants in the park are hardly a solace to one another. The once communal neighborhood is quiet and no one talks to each other anymore, Warren and Wellman said. So when Warren starts getting upset, she leaves and doesn't come back until after dark.

I can't go anywhere. There's nowhere to go.

Marilyn Warren

She walks around the Goodwill and sits in the Best Western lobby writing fiction. As the day gets late, she plays trivia, attends open mic nights and makes friends with the musicians.

“That's my life, and it's all to distract me from this,” she said. “I just forget about it until I come home and then it hits me again, and then I go through the same routine and do it again the next day.”

Warren used to love living in Pinewood Park, but now, she can and will speak on end about constant surveillance from the park manager and write-ups for dog dishes mistaken for bowls of oil, Styrofoam planters mistaken for illegal fire pits, fencing, latticework, overgrown blackberry bushes and lawn maintenance.

Wellman feels it too. It takes assistance from her son to get down the two steps into the yard from her back door, but Wellman doesn't want to set foot outside, afraid she'll “do something wrong,” she said. “It just made me feel so uncomfortable.”

“It's all force and rules, like it's a prison camp for old people,” Warren said. “This country does not care about the seniors. Money is first... Who's got the money is the one that gets supported by the laws. The law is not to protect poor people or middle income.”

With June 1 approaching, it's getting hard for Warren to put off thinking about the possibility of leaving her home in Pinewood Park, where she's lived since 2017. When asked what they would do next, each of the three tenants interviewed by the Kitsap Sun cried.

The housed-to-homeless pipeline

Sandy Richards panhandles by churches, auto repair shops and street corners to make her rent at Olympic View Community, a mobile home park

in Olalla.

When she moved to the park in 2005, the rent was \$420 a month. Hurst & Son, the same owner as at Pinewood Park, bought the park in 2021 and raised the rent to \$700. Richards' next lease, starting this summer, will be more than \$800 -- and she only receives a fixed income of \$933 a month, leaving her to beg for the rest.



Sandy Richards plays with Stormy, her new rescue dog, in front of her mobile home in Olalla. She was homeless only a few years before coming to live in Olympic View Community since 2005, where the monthly rental rates are increasing in June. Now she's afraid of becoming homeless again. *Kai Uyehara*

“Where am I going to move to? I fear about being homeless,” Richards said. She was homeless previously, as well as being addicted to drugs more than 25 years ago. Now her rescue dog, Stormy, sits on a leash beyond her front door, where the Bible's beatitudes are painted. Her previous pets are buried at the edge of a wooded area just across the path behind her unit.

Richards struggles with diverticular colitis and wakes up sick some mornings with pain in her left quadrant. She can only eat soft foods and must always be near a toilet.

“I can't be homeless,” she said. “That will literally cost me my life.”

If tenants do not pay their rent or any other charges, like utilities, specified in their new rental agreement within 14 days of written notice to pay or vacate, tenants can be evicted, according to the manufactured/mobile home landlord-tenant act.

“The process that is laid out there and in 59.20 (the MHLTA) is the one that we would have to follow,” Black said. “It's something that we just do have to continue with because we can't make special exceptions and arrangements with each person because then not everybody's being treated equally and fairly... it will work for some, it will not work for others. We understand, but again, it's not our goal.”

“I can't be homeless. That will literally cost me my life.”

Sandy Richards

Wellman can't sell her home and can't afford any other mobile park or apartment. She has a sister who has dementia who is living with her daughter, but Wellman would only be able to stay there for a day or two.

“If they tell me to go, then we're just out in the street with the dog,” Wellman said, looking at her 7-year-old rescue. “That's it.”

Wellman said her recent interview with the Kitsap Sun will be her last. She doesn't want people to see what happens to her and her son after June arrives.

“I don't want anybody to know about how hard it is,” she said.

A senior's shrinking options

Warren has tried to get into senior housing but has been at the top of the waitlist for two years. When staff attorneys from the [Northwest Justice Project](#) visited Pinewood Park in October, they suggested several public housing resources such as [Kitsap Community Resources](#), the [Bremerton](#)

Housing Authority, Housing Kitsap, Kitsap County Division of Aging and Long-Term Care and Kitsap Veterans Assistance, and relocation assistance with the Washington Department of Commerce. Warren has been met with long or closed waitlists.



Marilyn Warren chats with Rob Soderquist, of Kitsap Mobile Auto Service, outside of motorhome at Pinewood Park in Bremerton on Friday, May 17, 2024. Soderquist was changing the battery in Warren's motorhome. *MEEGAN M. REID/KITSAP SUN*

In 1999 Warren's home in Redding, California, was foreclosed and later destroyed in a fire. At the time she bounced around at temporary living situations before eventually buying her current motorhome, which she drove around for eight years, avoiding the permanent costs of renting a place to park.

“It was fun, it was simple,” Warren said, but now she’s 78 years old and is scared to drive the 27-foot vehicle around. “I don't want to live that way anymore.”

Warren has been on the lookout for camper vans on Facebook marketplace.

If she were to find one under 20 feet in length with a working bathroom, she could swap out her motorhome and go “stealth camping,” parking in different spots to avoid run-ins with the police. But she’s only seen campers listed at five figures – outside her price range.

Buying a mobile home or motorhome and renting a spot at a park used to be a cheap retirement option for seniors in her situation, Warren said, but now climbing expenses have changed how she sees her own life.

“These are not poor people. I never considered myself poor in my whole life,” Warren said. “I could always manage. I never went to welfare or anything. I never had food cards. I raised my daughter by myself. I worked. I made good money. I bought two houses. I did all of that. Now, at this age, I can do nothing.”

“We’ll make it somehow,” Warren said through tears as she looked down at the table in a breakfast restaurant along Wheaton Way, just blocks from her home. “We’ll make it, we’ll make it,” she reassured herself.

“Sorry, I just get so upset.”