



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

WEDNESDAY, JUNE 26, 2024
CITY COUNCIL HYBRID STUDY SESSION AGENDA
Starting at 5:00 PM in First Floor Meeting Chambers (New location)

*The First Floor Meeting Chambers will be open to the public to attend the Study Session in-person. Please note that Public Comment will be taken on **Item B1** and **Item C1**, and Council action is anticipated. For the remaining Study Session items, the content of the Agenda Bills is subject to change, no public comments will be taken, no action is anticipated, and if approved by the Council, will be placed on the **July 3, 2024** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:
<https://bremertonwa-gov.zoom.us/j/8738266756?pwd=ZWlMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#*
- *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833
Webinar ID: 873 1826 6756
Passcode: 857582*

- A. **INFORMATION ONLY** – 15-Minutes for the presentation, followed by Council Q & A
1. Presentation by Peninsula Support Organization (PSO) Bluebills - Bob Keever, PSO Vice Chair
- B. **PUBLIC HEARING AND ACTION ON AGENDA BILL ITEM** – Public Comment will be allowed
1. Resolution No. 3382 to adopt the 2025 – 2030 Six Year Transportation Improvement Program
- C. **GENERAL BUSINESS AND ACTION ON AGENDA BILL ITEM** – Public Comment will be allowed
1. Resolution No. 3383 to show support for raising a PRIDE Commemorative Flag at the Norm Dicks Government Center and throughout Bremerton in support of the LGBTQ+ Community
- D. **BRIEFINGS ON AGENDA BILL ITEMS** – Action will be proposed for the July 3 Council Meeting
1. Confirm Reappointment of Tory Gruber to the Design Review Board
 2. Confirm Reappointment of George Tomisser to the Design Review Board
 3. Confirm Appointment of Jackie Brickham to the Design Review Board
 4. Confirm Appointment of Christopher Browning to the Planning Commission (*Updated Appointee*)
 5. Confirm Appointment of Mia Steben to the Planning Commission
 6. Confirm Appointment of Rosalind Medina, CPA to the Audit Committee
 7. Authorization to submit a FEMA Grant Application for an Assistance to Firefighter Grant (AFG)
 8. Professional Services Agreement with HDR Engineering, Inc. for Design of the 6th Street Active Transportation Improvement Project

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.

- [9.](#) Contract Modification No. 1 with SCJ Alliance for Construction Management Services for the Washington Avenue & 11th Street Roundabout Project
- [10.](#) Construction Contract with Tucci & Sons, Inc. for Anderson Creek Dam Removals Project
- [11.](#) Professional Services Agreement with Parametrix for Central Bremerton Force Main Replacement Detailed Design
- [12.](#) Public Hearing on Ordinance to amend Bremerton Municipal Code Title 20.46.090 Temporary Encampment Permit
- [13.](#) Contract Award to Nisqually Construction Services, LLC for Construction of Haddon Park Improvement Project
- [14.](#) Contract Award to Redside Construction LLC for Construction of Kitsap Lake Park Renovation Project

E. GENERAL COUNCIL BUSINESS – *Items 1-4 are a maximum 10-minutes each, with Council Q&A*

1. Discussion on Parks Commission – Council Member Jane Rebelowski
2. Public Works Committee Briefing (*Last Meeting 6/18/24*) – Chair Jane Rebelowski
3. Audit Committee Briefing (*Last Meeting 6/24/24*) – Chair Anna Mockler
4. Finance, Investment, & Parking Committee Briefing (*Last Meeting 6/25/24*) – Chair Michael Goodnow
5. Regional and Other Committee/Board Briefings
6. Other General Council Business (*As necessary, and as time allows...*)

F. ADJOURNMENT OF STUDY SESSION

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Presentation by Peninsula
Support Organization (PSO) Bluebills

Study Session Dates: June 12 & 26, 2024
Originating Department: Council President
Phone: (360) 473-5280
Presenter: Bob Keever, PSO
Bluebills Vice Chair

SUMMARY:

The Peninsula Support Organization (PSO) Bluebills is a 501(c)3 Non-Profit whose objectives are to improve the lives of the people in Kitsap, Jefferson, and Clallam Counties by distributing food and essential supplies, providing handyman, fall prevention, aging in place services, supporting homeless and domestic abuse advocacy services, and supporting Science, Technology, Engineering and Mathematics (STEM) education in grades K-12.

PSO Bluebills Website: <https://www.psobluebills.org/p-frontpage.php>

HANDOUTS: 1) Power Point; and 2) Email Thread

Peninsula Support Organization Bluebills

BLUEBILLS

serving Kitsap, Jefferson, Clallam Counties

Independent Living Program

Handyman/Builders/Fall Prevention/Safety 6/26/2024

Bob Kever, Bluebills Vice Chair, bob.keever@psobluebills.net

Michael Crovitz, Bluebills Secretary, michael.crovitz@psobluebills.net

Bruce Weber, Bluebills Bremerton Lead, bruce.weber@psobluebills.net





Who We Are & What We Do

Peninsula Support Organization
serving Kitsap, Jefferson, Clallam Counties

- We are a group of volunteers on the Kitsap and Olympic Peninsulas who work on projects that are making our communities better places to live.
- Our Mission Statement:
 - Improve the lives of the people in Kitsap, Jefferson, and Clallam counties by providing handyman, fall prevention and aging in place services, supporting homeless and domestic abuse advocacy services, and supporting STEM education in grades K-12.
- Builder's Program provides handyman services: emphasis on independent living and fall prevention for the elderly, disabled, and disadvantaged.



RAMPS



GRAB BARS



RAILINGS



CHAIR RISERS



REPAIRS

- We are a 501 (c)3 Non-Profit Organization – Peninsula Support Organization (PSO) Bluebills
- For more information please visit our website: www.psobluebills.org

Our Clients

- Clients are typically referred to us by health care providers and agencies dealing with elderly, disabled, and disadvantaged
- If the client can't afford to pay for materials, we rely on donation funding (*PSO Bluebills are a 501(c)3 Non-Profit organization*)



Photo release was signed by client

“Thank you to all who did many repairs. Very much appreciate such practical help that allows me to stay in my home.” -- C.S.

“Thank you for my wonderful ramp. Because of you I am able to live in my home with my dog, Oliver. After three months of staying in care places, it is so wonderful to be home again!”

Typical Projects

- Independent Living and Fall Prevention is our specialty
- Since 2020 we have built 131 wheelchair ramps, installed 347 grab bars, 153 railings, and done over 292 miscellaneous jobs for 460 clients in Kitsap County, many of them in Bremerton.

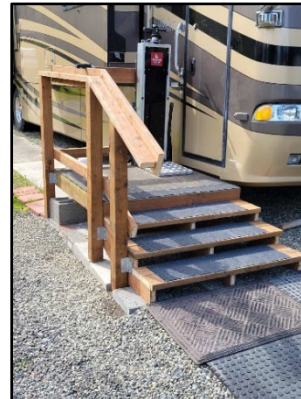


Mobile Home Park Outreach

Peninsula Support Organization

serving Kitsap, Jefferson, Clallam Counties

- Low income mobile home parks are being bought up by investment companies: steep increase in lot rent, additional fees, threats of eviction if tenants don't make improvements to their homes.



Collaboration – The Poulsbo Example

- Bluebills have partnered with the City of Poulsbo, Poulsbo Fire Cares, Fishline, local churches, businesses, and social organizations to help low-income elderly, disabled, and disadvantaged individuals and families to maintain their independent living.
- Last year at Poulsbo Mobile Home Park, 60+ volunteers put in 2150 hours of labor and completed work on 10 houses.
 - The City of Poulsbo committed \$15K of funding for Bluebills to buy materials, of which \$14,343 was spent.



Bremerton Outreach



Peninsula Support Organization
serving Kitsap, Jefferson, Clallam Counties

- The need for help with independent living, fall prevention, aging in place, and keeping individuals and families from becoming homeless, is great in Bremerton.
- Bluebills would like to strengthen our outreach in Bremerton, and expand our partnerships, similar to the way we have in Poulsbo.
- Here's some ways in which the City of Bremerton can help:
 - A contact person whom we could best interface with
 - Dumpster or trash disposal assistance
 - Financial help to procure materials, such as lumber for ramps
 - Majority of our Bremerton clients can't afford to pay anything
 - Our labor is free!
 - We can provide a copy of our Community Service Agreement with the City of Poulsbo as an example

Bluebills/Poulsbo 2024 Agreement



Peninsula Support Organization
serving Kitsap, Jefferson, Clallam Counties

City of Poulsbo Housing, Health and Human Services



City of Poulsbo Social/Community Services Agreement Peninsula Support Organization Bluebills

THIS AGREEMENT ("Agreement") is entered into by and between the City of Poulsbo, Washington, a Washington municipal corporation (the "City"), and the Peninsula Support Organization Bluebills, a Washington not-for-profit organization (the "Agency"), each individually a "Party" and collectively referred to as the "Parties."

WHEREAS, the City has determined the need to have/provide certain social/community services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

- 1. Term.** Upon approval and execution of the Parties, this Agreement shall be in full force and effect from January 1, 2024, through December 31, 2024 (the "Term").
- 2. Scope of Services.** The Agency will make home repairs and install wheelchair ramps and other safety equipment for low-income residents in the Poulsbo area. Eligibility for services will be determined by the Bluebills, with the understanding that the gifting of public funds is restricted, under the Washington State Constitution, to the "poor and infirmed" (section 7). These repairs will enable individuals to live safely in their homes and help to maintain safe and affordable housing.
- 3. Compensation and Method of Payment.**
 - 3.1.** The City shall pay the Agency an amount not to exceed fifteen thousand dollars (\$15,000.00) for the 2024 calendar year, pursuant to the terms of this Agreement ("Compensation"). Compensation shall be paid by the City to pay for supplies purchased for home repair and safety equipment for low-income residents in the Poulsbo area.
 - 3.2.** Payment will be made by the City upon receipt of an invoice from the Agency describing specific repairs and improvements made and accompanying receipts.

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4. Project Administrator. The City's Director of Housing, Health and Human Services will serve as Project Administrator and shall ensure that work meets the requirements of this Agreement. The Agency shall report to and take any necessary direction from the Project Administrator.

5. Reporting. The Agency shall submit a quarterly program accomplishment report outlining the successes of the Agency Program and showing the benefit to the City of Poulsbo.

6. Termination. This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days written notice of the City's intention to terminate the same.

BLUEBILLS

By: Robert Keever

DocuSigned by:
Robert Keever
E6EEDC3559C34F6...

Title: Bluebills Vice Chairman

1/18/2024

Date Signed:

DocuSigned by:
Khannon Fernandez
D21DA14DC075448...
1/18/2024

CITY OF POULSBO:

By: Becky Erickson

DocuSigned by:
Becky Erickson
772A2B33C16AEB...
Mayor

1/15/2024

Date Signed:

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 <staleguy@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 <staleguy@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: drcarolynn@comcast.net <drcarolynn@comcast.net>
Cc: Bob Keever <stalebeguy@hotmail.com>
Subject: Re: Mobile Home Park Evictions follow-up

Hi Carolynn, (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, Carolynn, 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](#)

[CAUTION: This message originated outside of the Kitsap County mail system. **DO NOT CLICK on links or open attachments** unless you were expecting this email. If the email looks suspicious, contact the Helpdesk immediately at [360-337-5555](tel:360-337-5555), or email at Helpdesk@kitsap.gov]

(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*

**Suicide/Crisis hotline: 988*

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:

Resolution No. 3382 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. 3382;

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 ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. 3382 to adopt the 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 State 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. 3382

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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Transportation Improvement Program 2025-2030

Update Report

Washington State law requires the annual adoption of a 6-year transportation improvement program (TIP) after a public hearing in accordance with RCW 35.77.010.

The TIP is to be filed with the Secretary of Transportation for Washington State no more than 30 days after adoption.



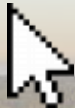
Changes to this year's plan:

- *Removed projects that have been completed.*
- *Removed projects not in City limits or to be delivered by WSDOT or others, i.e., development.*
- *Created a Tier 4 (or bullpen) for future prospective projects. As projects are completed, projects from this list will be moved up.*
- *Moved a number of projects from Tier 3 to Tier 4 to have a reasonable list that can be delivered in the next 6 years.*
- *Reviewed the subarea plans and other planning documents and included those into the appropriate Tier.*



Next steps:

- *The Transportation Element update and the Active Transportation plan will be adding capital projects to our TIP program.*
- *Tier 2 and Tier 3 projects will be evaluated. A more detailed scope and budget will be identified.*
- *Staff are currently working on a prioritization matrix that will be applied to next year's list.*
- *Once all projects have a clear scope and budget, they will be prioritized on next year's TIP.*



**Published for
June 26
Study Session**

ITEM B1
Public Comments

From: [james cline](#)
To: [City Council](#); [Andrea Spencer](#); [Garrett Jackson](#); [Greg Wheeler](#)
Subject: 2025-2030 TIP Charleston Business District Comments
Date: Wednesday, June 26, 2024 4:27:21 PM
Attachments: [Bremerton Plan 2024 \(table\).pdf](#)

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.

Attached is the updated capital project request list for the CBD as submitted last year. Of special note is that several projects are in progress or moving forward. The most important part of our plan for revitalization of Callow is the development of a Festival Street section between 6th. and 9th. street on Callow. We have had several events that have shown the positive impact this project would have. We suggest using the Charleston Plan which shows the concept but could be completed without doing major street and sidewalk replacement.

Please contact me for additional information
James Cline
President, Charleston Business District
jdwcline@yahoo.com
480-532-1445

TPI ELEMENTS Have *****

Priority	Project	Purpose	Benefits	Resources Needed	Cost	Target Completion Date
1*****	Develop Festival Street Section	Allow having events by closing off the street between the 6th and 9th	Festivals will bring additional foot traffic and interest to the area by creating a unified community.. Will also support the CBD to become a part of a Creative District		TBD	Q1 2024
2	List the Charleston District Sub-area Plan (CDSAP) on the Comprehensive Plan 2040 exhibits. Meet with CBD to establish updated project list and assign staff to seek funding. Set timelines for each step with final completion no later than FY 2026	This will help signal unity across Bremerton and connect sub-areas to the heart of the city. For planning purposes, focus on additional housing in Charleston. Have Public Works find ways to make projects happen in a timely fashion	Help encourage investors and entrepreneurs to seek out growth potential in underutilized lots and buildings. Demonstrate to the CBD a real commitment to revitalization within a shortened timeframe.	Planning Commissions' refocus on Charleston. City to assign staff to refine specific projects from this list and others from Sub-area plan	Minimal	Q2 2024
3	Repurpose the streetscape fixtures from Quincy Square and the Manette Downtown as per email requests to Public Works and City Council	It is a low-cost upgrade to CBD to use the benches, bike racks, lighting*, planters, kiosk, etc. (* comments below)	Creates uniform streetscape that demonstrates revitalization. Safety,	Public Works' assistance, Rotary club, city council	\$25K	Q3 2024 In progress 2024
4*****	Street Lights replaced with new poles similar	The CBD street lighting is mostly owned by PSE	Makes the area safer, and more inviting at	Capital project. City staff to	\$100 k	Submit plans for 2025 budget

	to the ones used in Manette (revised and updated from maintenance only)	and uses old wooden power poles. These should be replaced with additional lights and new metal poles.	night. It reduces the clutter of different styles of light power poles.	identify funding. This should not include redoing the sidewalks.		
5*****	Crosswalks	Adding bump-out crosswalks with flashing signs to promote foot traffic and safety.	Safer streets for pedestrians.	Budgeted for 2024	TBD	Q2 2024 First one in progress. Not sure of status of second one
6	Provide funding for the CBD to become a 501-c and work on grant requests	.			20,000	Q2 2025
7	Festival String Lights	To make Callow more inviting	Increase foot traffic	Public Works add to 2025 budget	Refer to 4th.st. project	Q3 2024
8	Wycoff Ave/11th St Mural	Create a destination spot in an area that needs revitalization.	Would help that area look alive, increase foot traffic and help revitalization.	Budgeted for 2024	>\$50K	Q4 2024
9*****	Bike Racks as part of Bike Route and Complete Streets	Adding bike racks to encourage more people to bike to the neighborhood	Promotes bike riders to stay and shop in the neighborhood.	Planning Dept. add to TPI plan	TBD	Q4 2024
10	Urban Art	Add urban artwork projects throughout the Charleston District to give a feeling of community and revitalization.	Promote foot traffic and revitalization.	City Arts Council	TBD	2024
11	Development Partnership	The lots between 9th and 11th on Callow would be perfect for a	People could live in the Charleston District and walk to work, shopping		Minimal	2024

		mixed-use development	and entertainment.			
12	Wycoff Sidewalks*****	Install and improve the sidewalks on Wycoff adjacent to the overpass.	Part of complete streets and would increase foot traffic to the overpass mural	Public works to increase sidewalk infill amount	TBD	2025
13	Charleston District's History	Build awareness of the Charleston District's history.	Building community pride and foot traffic.		Minimal	2024/2025
14	Highway Entrance*****	Create a gateway design from the 304 highway exit into the Charleston District which would make the area a focal point and destination.	Encouraging people to stop and enjoy the Charleston District rather than drive past.		TBD	2024/2025
15	Promote Walkability between PSNS and the Charleston Distric*****t	With over 14,000 people working at PSNS, we should promote how easy it is to walk to the Charleston District.	Increase foot traffic in the Charleston District.		TBD	2024/2025

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C1

SUBJECT:

Resolution No. 3383 to show support for raising a 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: Resolution No. 3383

FISCAL IMPACTS (Include Budgeted Amount):

RECOMMENDED MOTION:

Move to approve Resolution No. 3383 in support of raising a 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. 3383

A **RESOLUTION** of the City Council of the City of Bremerton, Washington, supporting raising a 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 a 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 a 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 a PRIDE Commemorative Flag at the Norm Dicks Government Center rests with the board for the condominium association, the City requests display of a 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

**Published for
June 26
Study Session**

ITEM C1
Public Comments

From: [Chal Martin](#)
To: [City Council](#)
Subject: Input for This Evening's Council Study Session
Date: Wednesday, June 26, 2024 9:18:07 AM

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.

Councilmembers,

I support Resolution No. 3383.

chal

Chal A. Martin

320 Washington Avenue #93

Bremerton WA 98337

chal.arnold.martin@gmail.com

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D1

SUBJECT: Confirm Reappointment of Tory Gruber to the Design Review Board

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the reappointment of Tory Gruber, a professional contractor, to Position 2 of the Design Review Board. This new term will be December 31, 2027.

ATTACHMENTS: Application to the committee.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the reappointment of Tory Gruber to Position 2 of the Design Review Board with a term that will end on December 31, 2027.

COUNCIL ACTION: Approve Deny Table Continue No Action

Jennifer Hayes

From: noreply@civicplus.com
Sent: Wednesday, June 12, 2024 11:40 AM
To: WebMaster; Greg Wheeler; Jennifer Hayes
Subject: Online Form Submittal: Application for City Boards / Commissions / Committee

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.

Application for City Boards / Commissions / Committee

Date	6/12/2024
First Name	Tory
Middle Name	Allen
Last Name	Gruber
Home Phone	3 [REDACTED]
Address1	[REDACTED]
Address2	<i>Field not completed.</i>
City	bremerton
State	Washington
Zip	98312
Occupation	General Contractor, Property Manager/Investor
Employer	Self- employed
Work Address1	<i>Field not completed.</i>
Work Address2	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Work Phone	<i>Field not completed.</i>
Fax	<i>Field not completed.</i>

Email	<i>Field not completed.</i>
Education	Olympic High School 1996 Olympic College 1997
Local References	David Farr 360.620.5412
I am interested in serving:	Design Review Board
Is this an application for reappointment?	Yes
If yes, how many years have you served on this commission or committee?	8
How long have you lived in Bremerton	18 years
Why are you applying for this appointment?	I have a great passion for architecture and design.
Which of your personal and / or professional interests prompted you to apply for this appointment?	As a small Business owner I have been able to acquire and enhance a number of establishments throughout the city.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	Yes, I have been on the Bremerton design review board since 2016.
Please list your qualifications for this appointment (include skills, activities, training, education):	I am a skilled craftsman and enjoy working with others to collaborate ideas.
What are your community interests (committee, organizations, special activities)?	As a landlord I work hard to provide fair and affordable housing.

Please list any accommodations you need to perform volunteer duties: none

We welcome your willingness to serve Bremerton.

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

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

Updated 3/24/2020

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D2

SUBJECT: Confirm Reappointment of George Tomisser to the Design Review Board

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the reappointment of George Tomisser, a professional architect, to Position 1 of the Design Review Board. This new term will be December 31, 2027.

ATTACHMENTS: Application to the committee.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the reappointment of George Tomisser to Position 1 of the Design Review Board with a term that will end on December 31, 2027.

COUNCIL ACTION: Approve Deny Table Continue No Action

Jennifer Hayes

From: noreply@civicplus.com
Sent: Wednesday, June 12, 2024 8:52 AM
To: WebMaster; Greg Wheeler; Jennifer Hayes
Subject: Online Form Submittal: Application for City Boards / Commissions / Committee

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.

Application for City Boards / Commissions / Committee

Date	6/12/2024
First Name	George
Middle Name	L
Last Name	Tomisser
Home Phone	██████████
Address1	████████████████████
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Occupation	Self-Employed
Employer	Per-Spective LLC
Work Address1	1915 Madrona Point Drive
Work Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Work Phone	5093369283
Fax	<i>Field not completed.</i>

Email	george@per-spective.com
Education	B.S. Architecture, M. Architecture
Local References	<i>Field not completed.</i>
I am interested in serving:	Design Review Board
Is this an application for reappointment?	Yes
If yes, how many years have you served on this commission or committee?	2
How long have you lived in Bremerton	8
Why are you applying for this appointment?	I would like to help serve my community and with my background I think the design review board is a good fit.
Which of your personal and / or professional interests prompted you to apply for this appointment?	Having a background in architecture and a desire to see Bremerton grow.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	2 Years on the design review board
Please list your qualifications for this appointment (include skills, activities, training, education):	Undergrad and graduate school for architecture. Licensed architect in Washington.
What are your community interests (committee, organizations, special activities)?	<i>Field not completed.</i>

Please list any accommodations you need to perform volunteer duties: None

We welcome your willingness to serve Bremerton.

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

Updated 3/24/2020

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D3

SUBJECT: Confirm Appointment of Jackie
Brickham to the Design Review Board

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the appointment of Jackie Brickham, a person who has a Bachelor of Landscape Architecture, and a Master of Public Administration, to Position 3 of the Design Review Board. This appointment is proposed for the remainder of the current term of Position 3, which will be December 31, 2027.

ATTACHMENTS: Application to the committee.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the appointment of Jackie Brickham to Position 3 of the Design Review Board with a term that will end on December 31, 2027.

COUNCIL ACTION: Approve Deny Table Continue No Action


Jennifer Hayes

From: noreply@civicplus.com
Sent: Monday, June 3, 2024 4:28 PM
To: WebMaster; Greg Wheeler; Jennifer Hayes; Shane Weber; Cathy Bonsell
Subject: Online Form Submittal: Application for City Boards / Commissions / Committee

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.

Application for City Boards / Commissions / Committee

Date	6/3/2024
First Name	Jackie
Middle Name	<i>Field not completed.</i>
Last Name	Brickham
Home Phone	██████████
Address1	██████████
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98337
Occupation	Currently unemployed-- at home with two young kids
Employer	<i>Field not completed.</i>
Work Address1	<i>Field not completed.</i>
Work Address2	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Work Phone	<i>Field not completed.</i>
Fax	<i>Field not completed.</i>

Email	
Education	Bachelor of Landscape Architecture Master of Public Administration with an emphasis in Environmental Policy
Local References	-Wendy Fox (Former Supervisor at Olympic College, Director of Program Development and Worker Retraining) - (360) 475-7494 (Work phone) -Odessa Kawai (Former Coworker at Olympic College, Director of BFET and Financial Services) (808) 306-1434 (Cell phone) (360) 475- 6551 (Work phone) -Anna Vaa (Local Friend, Kitsap History Museum Board of Trustees) (360) 731-5375 (Cell phone)
I am interested in serving:	ADA Committee, Arts Commission, Audit Committee , Bremerton Housing Authority, Community Development Block Grant Advisory Board, Complete Streets Committee , Design Review Board, Ferry Advisory Committee, Parks and Recreation Commission, Planning Commission (18 years or older), Tree Committee
Is this an application for reappointment?	No
How long have you lived in Bremerton	Four years
Why are you applying for this appointment?	I want to contribute to the Bremerton community using my skills and passion for public service. I have a strong background in public service stemming from my service in the Peace Corps, where I worked with cocoa farmers in Jamaica. After my volunteer service, I wanted to find a way to best serve my community here in Washington. To do this, I earned an MPA with an emphasis in Environmental Policy from the University of Washington. After moving to Kitsap County, I enjoyed working at Olympic College serving community members by connecting them with resources in the area. I would love to continue to serve the community where I live and raise my kids, and I believe a position on a City of Bremerton committee would be a meaningful way to continue in these efforts.
Which of your personal and / or professional interests prompted you to apply for this appointment?	I want to serve the Bremerton community as well as develop some of my skills in community engagement, policy analysis, program evaluation, and graphic design. My interests include sustainability, creating accessible and inclusive spaces/activities, and celebrating this dynamic community.

Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.

Please list your qualifications for this appointment (include skills, activities, training, education):

No.
I have a Bachelor of Landscape Architecture and a Master of Public Administration with an emphasis in Environmental Policy. I am proficient in a variety of computer programs including MS Word, Excel, Outlook, Teams, PowerPoint, Adobe Photoshop and InDesign, GoogleDocs, and Survey Monkey. I have a strong background making community connections in Kitsap County, performing program evaluation, quantitative and qualitative analysis, creating sustainable/useable/accessible spaces, workforce development and reducing barriers for historically underserved populations, and using community feedback to identify needs.

I worked at Olympic College from 2019-2021 helping community members identify education, training, and workforce opportunities as well as community resources. Previously, I have worked at the Seattle Public Utilities doing community engagement and environmental outreach, and as a Peace Corps volunteer in Jamaica focusing on environmental education. Today, I am a stay-at-home mom to two young children. We are active participants in the Bremerton YMCA, the Bremerton school district, and my son (2) uses services provided by Holly Ridge. We always try to attend all local events including the farmers market, Bremerton Bridge Blast, Downtown Trick or Treating, and the Kids Day at the fairgrounds, and many more.

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

Anything that gets people involved and supports the Bremerton community in its efforts to be inclusive, beautiful, well designed, and/or equitable.

Please list any accommodations you need to perform volunteer duties:

N/A

We welcome your willingness to serve Bremerton.

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Updated 3/24/2020

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D4

*Updated with new
Appointee...*

SUBJECT: Confirmation Appointment of Christopher Browning to the Planning Commission

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the appointment of Christopher Browning to Position 1 of the Planning Commission. This appointment is proposed for the remained of the current term (December 31, 2024) and a regular 4-year with an ending date of December 31, 2028.

ATTACHMENTS: Application to the Committee.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the appointment of Christopher Browning to Position 1 of the Planning Commission with a term that will end on December 31, 2028.

COUNCIL ACTION: Approve Deny Table Continue No Action

From: noreply@civicplus.com
To: [WebMaster](#); [Greg Wheeler](#); [Jennifer Hayes](#)
Subject: Online Form Submittal: Application for City Boards / Commissions / Committee
Date: Sunday, January 21, 2024 3:51:10 PM

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.

Application for City Boards / Commissions / Committee

Date	1/21/2024
First Name	Christopher
Middle Name	Alan
Last Name	Browning
Home Phone	[REDACTED]
Address1	[REDACTED]
Address2	[REDACTED]
City	Bremerton
State	WA
Zip	98337
Occupation	Grants and Compliance Coordinator
Employer	Kitsap Transit
Work Address1	60 Washington Avenue
Work Address2	Suite 200
City	Bremerton
State	WA
Zip	98337
Work Phone	3604731129
Fax	<i>Field not completed.</i>
Email	ChristopherB@KitsapTransit.com

Bachelors in Business Administration from Oregon State

Education	University Certificate in Paralegal Studies from University of Washington
Local References	Edward Coviello, Transportation & Land Use Planner- Kitsap Transit, (360) 824-4919 Steffani Lillie, Director, Capital Development- Kitsap Transit, (360) 478-6931 Hans Konig, Project Manager- NUWC Keyport, (360) 801-5026 Kelly Houck, Grants and Compliance Coordinator- Kitsap Transit, (360) 824-4905
I am interested in serving:	Planning Commission (18 years or older)
Is this an application for reappointment?	<i>Field not completed.</i>
How long have you lived in Bremerton	7 years
Why are you applying for this appointment?	I am applying for this appointment because I believe I can make Bremerton a more livable, equitable, and safer city. Bremerton should work directly with its citizens, businesses, veteran, military community, and schools it expands and grows. Now is the time to develop strong transportation networks, safer streets, and a more accessible community for all.
Which of your personal and / or professional interests prompted you to apply for this appointment?	As an employee of Kitsap Transit, veteran, and concerned community member, I feel a special connection to the City of Bremerton. I want my tax dollars going towards projects and development that will have lasting positive impacts on our community. I want to promote projects that decrease traffic congestion, enhance public transportation, and make our streets safer for all people. I believe safe streets and access to reliable public transportation builds strong communities.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	No. I have never served on any other Bremerton board, commission, committee, or task force.
Please list your qualifications for this appointment (include skills, activities, training, education):	<ul style="list-style-type: none"> - Experience writing grants to fund transportation projects in the local community. - Experience working directly with the PSRC (Puget Sound Regional Council) to promote local transit. - Independent (non-law firm) Paralegal Experience (contract review and formation, land use and real estate, legal advocacy). - Knowledge of NEPA and SEPA environmental review

processes.

- Knowledge of FTA, WSDOT, and FHWA funding processes.
- Navy and Army Veteran

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

- Kitsap Transit Board of Commissioners (attendee)
- Bremerton City Council Meetings (attendee (virtual))
- Safe Streets Bremerton
- Kitsap Unitarian Universalist Fellowship (Safety Committee)
- Minority Veterans of America

Please list any accommodations you need to perform volunteer duties:

None.

We welcome your willingness to serve Bremerton.

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

Updated 3/24/2020

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D5

SUBJECT: Confirm Appointment of Mia Steben to the Planning Commission

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Executive
Presenter: Mayor Wheeler
Phone: (360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the appointment of Mia Steben to Position 7 of the Planning Commission. This appointment is proposed for the remainder of the current term of Position 7, which will be December 31, 2025.

ATTACHMENTS: Application to the committee.

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm the appointment of Mia Steben to Position 7 of the Planning Commission with a term that will end on December 31, 2025.

COUNCIL ACTION: Approve Deny Table Continue No Action

Jennifer Hayes

From: noreply@civicplus.com
Sent: Monday, June 10, 2024 8:47 PM
To: WebMaster; Greg Wheeler; Jennifer Hayes
Subject: Online Form Submittal: Application for City Boards / Commissions / Committee

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Application for City Boards / Commissions / Committee

Date	6/10/2024
First Name	Mia
Middle Name	<i>Field not completed.</i>
Last Name	Steben
Home Phone	██████████
Address1	████████████████████
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312
Occupation	SSH Outreach Coordinator
Employer	Olympic College
Work Address1	1600 Chester Ave
Work Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98337
Work Phone	<i>Field not completed.</i>
Fax	<i>Field not completed.</i>

Email	msteben@olympic.edu
Education	Peninsula College: AA with honors; Western Washington University: BA Journalism-PR, minor in communications, concentration in business
Local References	N/A
I am interested in serving:	Planning Commission (18 years or older)
Is this an application for reappointment?	<i>Field not completed.</i>
How long have you lived in Bremerton	1+ years (moved June 01, 2023)
Why are you applying for this appointment?	N/A
Which of your personal and / or professional interests prompted you to apply for this appointment?	N/A
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	N/A
Please list your qualifications for this appointment (include skills, activities, training, education):	N/A
What are your community interests (committee, organizations, special activities)?	N/A
Please list any accommodations you need to perform volunteer duties:	N/A

We welcome your willingness to serve Bremerton.

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Updated 3/24/2020

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D6
Updated

SUBJECT: Confirm Appointment of
Rosalind Medina, CPA to the Audit
Committee

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Audit Committee
Presenter: Anna Mockler
Phone: (360) 473-5280

SUMMARY: The Certified Public Accountant (CPA) position on the Audit Committee is designated by the City Council per Article III, Section 18 of the City Charter and Chapter 2.18 of the Bremerton Municipal Code (BMC). It is recommended that Rosalind Medina, CPA to be designated as a member for a three-year term ending July 6, 2027.

ATTACHMENTS: Board Applications available in the Mayor's Office

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to confirm appointment of Rosalind Medina, CPA as a member of the Audit Committee for the term expiring July 6, 2027.

COUNCIL ACTION: Approve Deny Table Continue No Action

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Friday, June 14, 2024 6:52 PM

To: WebMaster <WebMaster@ci.bremerton.wa.us>; Greg Wheeler
<Greg.Wheeler@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>

Subject: Online Form Submittal: Application for City Boards / Commissions / Committee

Application for City Boards / Commissions / Committee

Date	6/14/2024
First Name	Rosalind
Middle Name	<i>Field not completed.</i>
Last Name	Medina
Home Phone	██████████
Address1	████████████████████
Address2	<i>Field not completed.</i>
City	Port Orchard
State	Washington
Zip	98367
Occupation	Accountant
Employer	Tacoma School District
Work Address1	601 S 8th street
Work Address2	<i>Field not completed.</i>
City	Port Orchard
State	Default
Zip	98401
Work Phone	2535711201
Fax	<i>Field not completed.</i>
Email	andysroz@yahoo.com
Education	Masters of Science in Accountancy
Local References	<i>Field not completed.</i>

I am interested in serving:	Audit Committee
Is this an application for reappointment?	No
How long have you lived in Bremerton	0
Why are you applying for this appointment?	Interested in participating on an advisory board for accounting and audit functions. I have knowledge of governmental accounting and I am a former auditor, a CPA and a Certified Fraud Examiner.
Which of your personal and / or professional interests prompted you to apply for this appointment?	Professional - accounting and auditing experience, licensed CPA Kitsap county resident
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	No
Please list your qualifications for this appointment (include skills, activities, training, education):	CPA. CFE, Masters in Accountancy, 25 years of professional audit and accounting experience, executive leadership in current role
What are your community interests (committee, organizations, special activities)?	Treasurer of the Tacoma Education Dream Fund Kiwanis Club Education Advocacy
Please list any accommodations you need to perform volunteer duties:	<i>Field not completed.</i>

We welcome your willingness to serve Bremerton.

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

Updated 3/24/2020

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D7

SUBJECT:

Authorization to submit a FEMA Grant
Application for an Assistance to Firefighter
Grant (AFG)

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Fire
Presenter: Chief Pat McGanney
Phone: (360) 473-5480

SUMMARY:

The Fire Department would like to apply for an Assistance to Firefighter Grant (AFG) through FEMA to purchase two Lucus CPR devices. This grant requires a 10% city match. The total grant request is for \$68,258. The cities portion would be \$6,826.

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount): The fiscal impact would be \$6,826. This would come out of our current budget.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to authorize the Fire Department to submit an Assistance Firefighter Grant (AFG) Application through FEMA.

COUNCIL ACTION: Approve Deny Table Continue No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D8

SUBJECT:

Professional Services Agreement with HDR Engineering, Inc. for Design of the 6th Street Active Transportation Improvement Project

Study Session Date:	<u>June 26, 2024</u>
COUNCIL MEETING Date:	<u>July 3, 2024</u>
Department:	<u>PW&U-Engineering</u>
Presenter:	<u>Nick Ataie</u>
Phone:	<u>(360) 473-2306</u>

SUMMARY:

The 2024 – 2029 Capital Improvement Plan includes funding in the current annual budget for design of active transportation improvements on the 6th Street corridor. The scope of work consists of a roadway rechannelization including the addition of continuous bike lanes from west of Wycoff Ave to Washington Ave. The Engineering Division issued a solicitation for engineering services for the project in December 2023 and selected HDR Engineering, Inc. as the most qualified firm in March 2024. An initial contract in the amount of \$191,751.00 has been negotiated to include site review, alternatives development, stakeholder/public outreach, and development of a conceptual preferred alternative layout. A contract supplement will be negotiated and presented to City Council in late 2024 upon the conclusion of this initial contract and includes remaining design development based on scope of the preferred alternatives.

ATTACHMENTS:

1) Project Location Map 2) Professional Services Agreement 3) Presentation

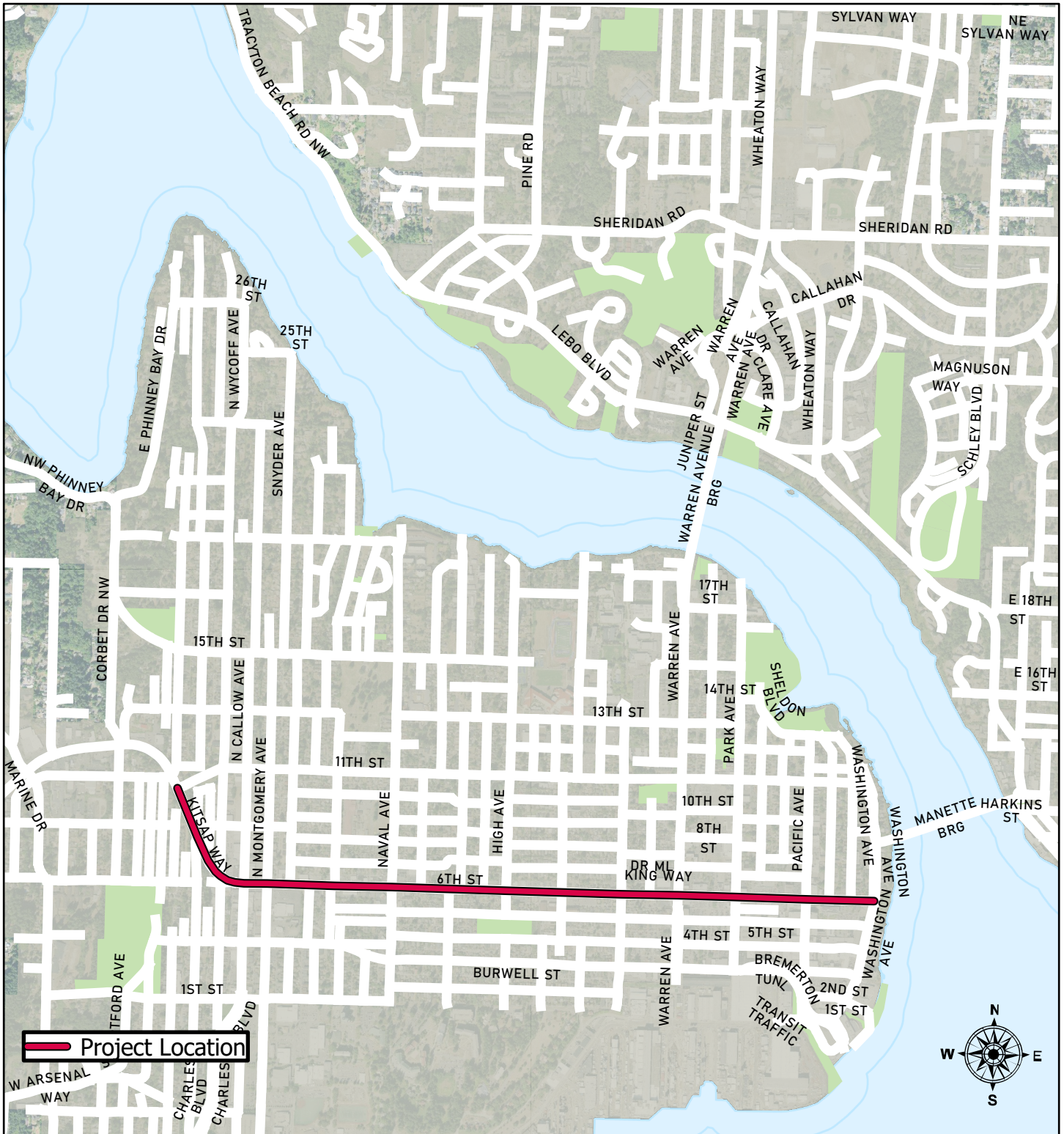
FISCAL IMPACTS (Include Budgeted Amount): This project is in the Transportation Capital Fund; no budget adjustment is required.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Professional Services Agreement with HDR Engineering, Inc. for Design of the 6th Street Active Transportation Improvement 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



6TH STREET ACTIVE TRANSPORTATION IMPROVEMENT PROJECT

City Project #315060

DATE: 6/3/2024

PROJECT LOCATION MAP



CITY OF BREMERTON
 DEPARTMENT OF PUBLIC WORKS & UTILITIES
 ENGINEERING DIVISION
 345 6th Street, Suite 100 | Bremerton, WA | 98337-1891

PROFESSIONAL SERVICES AGREEMENT
6th Street Active Transportation Improvement Project
City Project No. 315060

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

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated June, 2024, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

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

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$191,751.00. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment and will pay all undisputed amounts within 30 days following receipt of Consultant’s invoice. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

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

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

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

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

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

V. Indemnification:

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

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

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

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

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

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

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

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

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

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a redacted copy of the insurance policy with all endorsements as evidence of coverage. Redactions shall be limited to personally identified information of employees, salary information and proprietary information unless otherwise subsequently agreed to in writing by the city and the consultant.

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

VII. General Conditions:

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

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

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

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

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

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

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

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

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

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

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

Notices to be sent to:

Notices to be sent to:

CITY:

CONSULTANT:

Attn: Nick Ataie, P.E.
City of Bremerton - Engineering
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Robert Acevedo, PE, PTOE
HDR Engineering, Inc
500 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5549

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

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

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

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

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

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

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

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

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

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is

cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

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

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

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

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

CITY:

CONSULTANT:

CITY OF BREMERTON

HDR ENGINEERING, INC

By: _____

By: _____

Print Name: Greg Wheeler

Print Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Kylie J. Finnell, Bremerton City Attorney

By: _____
Angela Hoover, City Clerk

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EXHIBIT A
SCOPE OF WORK

6th Street Active Transportation Improvements Project
(E 11th St/Kitsap Way to Washington Ave)

City of Bremerton
Scope of Work

June 2024



500 108th Avenue NE
Suite 1200
Bellevue, WA 98004-5549
(425) 450-6200

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SCOPE OF WORK

HDR Engineering, Inc. (CONSULTANT) will provide design services to the City of Bremerton (CITY) for the Project known as 6th Street Active Transportation Improvements (ATI) Project (PROJECT). This Scope of Services document (SCOPE) shall be used to plan, conduct, and complete the work on the PROJECT as described herein or as amended by written Agreement between the CONSULTANT and CITY.

Background

The 6th Street Active Transportation Improvements Project has been identified as a priority improvement supporting safety and multimodal connectivity through a re-channelization (“road diet”) of the 6th Street corridor. 6th Street has been previously studied by the CITY and identified as the recommended east-west corridor for a re-channelization based on vehicle demand, topography, and availability of alternate parallel corridors including 11th Street and Burwell Street (SR 304). The proposed re-channelization for 6th Street generally includes conversion of the roadway from 4-lanes to 3-lanes with continuous on-street bike lanes. These improvements will connect previously constructed on-street bike lanes along Kitsap Way (completed in 2022) to Washington Avenue providing improved east-west active transportation connectivity.

Purpose

The Project will improve corridor safety and multi-modal operations with continued community engagement by developing context sensitive solutions to the opportunities and challenges identified in the CITY’s corridor planning efforts. The planned improvements (including but not limited to signal optimization, intersection improvements, added continuous on-street bike lanes, roadway re-channelization, and pedestrian enhancements) will improve the safety along the corridor.

Anticipated Project Implementation Schedule

The Project (as of early 2024) is partially funded with the Preliminary Engineering Phase funded by CITY capital funds allocated as part of the 2024 budget. Right-of-Way funding (if required) and Construction funding is unsecured, and the CITY will be seeking grant funding to fully fund the project. While the timing of construction funding is unknown, the CITY is seeking to have the project “shovel ready” by the end of 2025.

Contract Duration

The project duration is estimated to extend into 2026/2027 (dependent on actual construction timeline). An initial preliminary engineering phase will include corridor evaluation tasks. For this initial phase, the contract scope duration is 6 months. A subsequent contract amendment / modification is anticipated which will expand the scope of work through development of final plans, specifications, and estimates (PS&E) and include support, as necessary, for subsequent project phases.

Proposed Improvements

Proposed Improvements for 6th Street are anticipated to include, but are not limited to:

- Implementation of a pavement re-channelization along the project limits.

- Reduction to one thru lane in each direction.
 - Providing revised roadway channelization at signalized intersections.
 - Installation of on-street bike lanes in each direction.
 - Providing a center two-way left-turn lane outside of signalized intersections (west of Park Ave).
 - Reconfiguration and/or modification to existing on-street parking (east of Park Ave)
- Minor modification of curb, gutter, and sidewalk where required.
 - Pedestrian crossing enhancements as appropriate/warranted.
 - Access management upgrades as appropriate/warranted near intersection improvements.
 - Modifications to roadway illumination as appropriate/warranted.
 - Traffic signal equipment modifications and improvements to accommodate the proposed roadway re-channelization and bicycle detection.
 - Signal timing optimization at signalized intersections.
 - Interface between improvements and private properties where required.
 - Interface between bike lanes and transit stops as appropriate.
 - Side street improvements were required to facilitate connection to 6th Street.
 - The improvements will take place within existing CITY right-of-way (ROW) to the maximum extent feasible.
 - Address barriers to ADA access along the corridor.

Major Milestone Schedule

The following are major schedule milestones for the project:

Notice to Proceed.....	July 2024
Stakeholder Interviews.....	July 2024
Virtual Open House	July 2024
Draft Alternatives	August 2024
City Workshop	August 2024
In Person Public Outreach Meeting	September 2024
Preferred Alternative and Design Report	November 2024

Project Assumptions

1. Digital files exchanged with the CITY shall be compatible with the CITY’s current version of AutoCAD, Microsoft Project and Microsoft Word or as agreed with the CITY.

2. The CITY will provide to the CONSULTANT pertinent information in the CITY's possession relating to the Project. The CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.
3. As a component of the scope of work, the CONSULTANT will deliver electronic copies of the Contract Documents or data (the "Electronic Files") for all deliverables. Final written reports and memoranda will be delivered in Portable Document Format (PDF).
4. In providing opinions of cost, financial analyses, economic feasibility projections, and schedule for the project, the CONSULTANT will have no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate project cost or schedule. The CONSULTANT, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
5. The standard of care applicable to the CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The CONSULTANT will re-perform any services not meeting this standard without additional compensation.

Design Standards and References

The project shall be developed in accordance with the latest edition, amendments, and revisions (as of execution of this AGREEMENT) of the following publications, where applicable, including but not limited to:

City of Bremerton Publications:

City of Bremerton Engineering Design & Construction Standards
 City of Bremerton ADA Transition Plan (2016)
 City of Bremerton Municipal Code
 City of Bremerton Stormwater Management Program (SWMP), 2019
 City of Bremerton Previous Adopted or Final Studies and/or Plans

State Publications:

2024 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
 WSDOT / APWA Standard Specifications and Local Agency General Special Provisions (GSPs)
 Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)
 Design Manual (M 22-01.13)
 Hydraulic Manual (M 23-03)
 2019 Department of Ecology Stormwater Management Manual for Western Washington
 Standard Item Table
 WSDOT Highway Runoff Manual (M 31-16)

WSDOT Environmental Manual (M 31-11)
WSDOT Traffic Manual (M 51-02.08)
WSDOT Local Agency Guidelines (M 36-63.32)
WSDOT Active Transportation Program Design Guide

[American Association of State Highway and Transportation Officials \(AASHTO\):](#)

A Policy on Geometric Design of Highways and Streets (“Green Book”); 2018, 7th Edition
Guide for the Development of Bicycle Facilities, 2012, 4th Edition.

[U.S. Department of Transportation Publications:](#)

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) (11th Edition
March 6, 2024)

[Other Publications:](#)

National Electric Code
Book of American Society for Testing and Materials Standards
ITE Trip Generation (9th Edition)
Highway Capacity Manual (6th Edition), Transportation Research Board
Urban Street Design Guide, NACTO
Urban Bikeway Design Guide, NACTO

It shall be the responsibility of the CONSULTANT to obtain copies of county, state, AASHTO and other publications. Works shall be prepared in English units and performed in accordance with the procedures and requirements set forth in the latest editions (excluding metric editions), amendments and revisions of each publication.

The Consultant shall determine the applicable design standards for the project as approved by the CITY. Any design elements that do not meet the applicable design standards shall be identified and communicated to the CITY. The CONSULTANT shall follow the CITY’s guidelines in documenting Design Variances and maximum extent feasible (MEF) design documentation.

Task 1 Project Management

1.01 Project Work Plan

An updated Project Work Plan shall be submitted to the CITY by the CONSULTANT. The CITY will review the draft Project Work Plan and provide comments to the CONSULTANT. The CITY shall also hold a kick-off meeting to review the Project Work Plan with CITY staff who will be part of the project team. The CONSULTANT shall submit the final version of the Project Work Plan to the CITY. The Project Work Plan will contain general project information establishing baselines and describing project delivery protocol and expectations. The Project Work Plan shall include but not be limited to the following major elements:

- Project Background
- Scope of Work
- Project Team and Stakeholders
- Schedule/Project Milestones
- Change Management
- Communications Plan
- Risk Plan
- Project Budget and Planned Expenditures

Project Background

The Project Background will include a brief narrative of the history of the 6th Street corridor PROJECT and will describe goals, objectives, and success measures for the PROJECT as further defined in this SCOPE.

Scope of Work

The Project Work Plan shall contain the PROJECT scope and amendments as necessary.

Project Team and Stakeholders

This section of the Project Work Plan shall contain contact information for project team members and major stakeholders. It shall include a brief description of the roles and responsibilities of PROJECT staff in the form of a responsibility matrix.

Schedule / Project Milestones

The Project Work Plan shall contain the approved baseline schedule (in Microsoft Project) or Excel milestone schedule for the PROJECT developed by the CONSULTANT. The schedule shall include major activities in the Scope, establish and clearly display the critical path elements of the work, and forecast completion of the SCOPE through Project completion.

Change Management Plan

The Project Work Plan shall contain a change management plan that identifies the method to changes of the scope, budget, or Schedule. The process used to resolve potential changes consists of the following steps:

1. Communication of need for Change: Understanding and direction for change.
2. Change Documentation: Indicate the type and source of change on the Project Change Record, as well as any other appropriate information.

3. Change Authorization: Change authorization shall be made according to the Design Decision Matrix.
4. Work Plan Revisions: The project work plan shall be revised prior to undertaking the change work to avoid misunderstandings and poor project performance. The change shall be monitored using the project's established control tools.

Communications Plan

The Project Work Plan shall contain a Communications Management Plan. The Communications Management Plan shall describe how communications will take place between PROJECT team members during the PROJECT.

The CITY shall be kept informed of all communications and shall be present at meetings between the CONSULTANT and project stakeholders.

Risk Plan

The Risk Management Plan will detail the processes for identifying, assessing, and mitigating potential risks throughout the PROJECT. It will outline preventive actions and contingency plans to address risks, ensuring they are managed effectively. The CITY will be a contributor to identify risk. Potential risk items will be discussed during regular project meetings.

Project Budget and Planned Expenditures

The Project Work Plan shall contain a copy of the baseline fee estimate prepared for the approved SCOPE. The CONSULTANT shall develop and maintain cost control procedures that track and monitor budget expenditures and cost-to-complete information using earned value. Will be documented as part of monthly progress reporting.

1.02 Progress Meetings

Progress meetings shall be conducted as follows:

The CONSULTANT shall hold bi-weekly progress meetings with CITY staff and key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. Draft meeting agendas will be developed by the CONSULTANT in advance of the meeting and sent to the CITY for review. Meeting summaries and action items for the CONSULTANT, CITY, and others associated with the work shall be prepared by the CONSULTANT and provided within three (3) working days of each meeting. Subconsultant project managers shall also attend these meetings as requested.

1.03 Project Schedule

Project schedule shall be developed by the CONSULTANT to establish Baseline Start and Baseline Finish dates for tasks and deliverables under this AGREEMENT and shall be submitted to the CITY for review and approval, prior to commencement of any work under this AGREEMENT. The project schedule shall be developed using Microsoft Project software or Excel spreadsheet and shall show a critical path leading to the agreed upon deliverables.

The schedule for this project shall be updated quarterly.

1.04 Progress Reports

The CONSULTANT shall prepare and submit a Progress Report with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Meetings attended.
- Problems/issues encountered, and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention, and resolution.

1.05 Monthly Invoices

Monthly Invoices for work completed will be submitted to the CITY.

Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall be submitted with each invoice. The CITY will discuss the work accomplished by the CONSULTANT and will review the percent complete assessments for each task item in the Earned Value Worksheet. The CONSULTANT'S updated schedule shall be submitted with the Monthly Invoices.

1.06 Project Change

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule, or budget. Changes shall be documented in the monthly progress report.

1.07 Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

Task 1 Assumptions:

- 12 Bi-weekly progress meetings held virtually or at CITY Engineering offices.
- All other meetings will be attended by CONSULTANT, project manager and appropriate support staff as necessary.
- The CONSULTANT shall be responsible for exhibits and presentations for the PROJECT team meetings as needed.
- The project kickoff meeting will be attended by the CONSULTANT, project manager and up to three (3) Discipline leads. Other staff may participate via conference call.
- Two (2) schedule updates (roughly once per quarter)

- Earned Value update with monthly invoicing.

Task 1 Deliverable(s):

1. Project Kickoff Meeting, Agenda and Minutes.
2. Project Work Plan and project schedule.
3. Monthly Progress Reports, Invoices, Meeting Minutes, Action Items and Meeting Agendas.

Task 2 Quality Assurance / Quality Control

The CONSULTANT shall follow the Quality Control Plan Developed for the project. Quality Control will be provided prior to each submittal to the CITY to ensure CONSULTANT's design work follows city, state, and national standards. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. 30%, 60%, and 90% Plans, Specs, and Estimate shall not be signed and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project OneDrive Shared folder provide and managed by the CONSULTANT. The CITY will coordinate with PROJECT stakeholders to download and review submittals as deemed appropriate in accordance with the Project Work Plan. The CITY will summarize PROJECT stakeholder comments on each plan submittal and transmit the comments to the CONSULTANT in a single consolidated document. The CONSULTANT shall respond to the CITY's comments in the document by indicating the actions taken on each comment.

Design work submitted for review must be complete to the level appropriate for each part of the design. Submittals containing incomplete or unclear information will be returned to the CONSULTANT without further review. The CONSULTANT shall make such changes and revisions as necessary to correct errors without additional compensation.

CITY Responsibilities

1. The CITY will summarize the PROJECT team's review comments of each plan submittal and transmit the comments to the CONSULTANT as Bluebeam mark ups. The CONSULTANT will respond in BB as well as transpose to a comment ledger for tracking. The CONSULTANT shall respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment. The CONSULTANT shall verify CITY comments have been addressed (or provide written response as to why the changes have not been made). Bluebeam mark ups documenting responses will be returned to the CITY for project records.

Task 2 Assumptions:

1. For initial contract any comments from the review effort will be discussed between the CITY and the CONSULTANT during regular schedule bi-weekly meetings.

Task 2 Deliverables

1. Quality Assurance Checklist (All Design Submittals).
2. Completed Review Ledger with each submittal.
3. Bluebeam roll plot mark ups.

Task 3 Data Collection / Review of Existing Information

Objective

The purpose of this task is to collect, review, and compile all available documents related to the project and identify areas where further research and mapping are needed and summarize what additional information is needed for project development.

3.01 Information Review

Collect and review available documents from the CITY including:

1. Available records of previously modified and/or constructed projects (scanned data, reports, and CAD files).
2. Plans, specifications, and as-built information for the CITY 6th Street Preservation projects and any updated material for Phase 3 (estimated construction Summer 2024).
3. Available existing topographical and right-of-way survey information.
4. All completed and in-progress City utilities and street maps, plans and studies regarding the project area, access via GIS portal.
5. Latest City of Bremerton Design Standards, Policies, and Pre-approved Plans.

3.02 Develop Design Criteria

The CONSULTANT shall review, confirm, and document the roadway design criteria to be used for the project, including the roadway geometry design criteria to be used on the project. The roadway criteria will be CITY, AASHTO, and STATE standards. Recommended modifications to CITY standards shall be approved by the CITY and documented. In areas where design criteria is unavailable, CONSULTANT may reference and use good engineering judgment leveraging best practices from applicable resources such as NACTO.

3.03 Existing Conditions Audit / Site Walk

The CONSULTANT will conduct a complete walking audit of the corridor between Kitsap Way / 11th Street and Washington Ave. Existing conditions, facility deficiencies, constraints, and safety concerns will be identified. Previous crash analyses completed will be reviewed prior to the walking audit to focus on intersection and crosswalk (marked and unmarked) areas with prior crashes. Field inventories will be conducted along the length of the corridor and at all the intersections in the study area to determine street geometry including lane widths, lane use configurations, driveway access, traffic control devices/restrictions, curbside regulations/on-street parking, permitted movements at each intersection, and peak hour driver, pedestrian, and cyclist behavior.

During the site visits, multimodal operations within the corridor will be observed and all existing features related to bicycle and pedestrian facilities documented for inclusion in base mapping and exhibits.

In addition to physical features the audit will focus on observed driver behavior and travel patterns. The audit will be conducted for up to three (3) conditions identified in the following list:

- PM Peak hour overlapping school and shipyard release.
- AM Peak hour overlapping school arrival.

- Evening hour when streetlights are on.

3.04 Inventory Signal Equipment

A complete inventory of the existing traffic signal systems at eight intersections will be conducted. Proposed configuration from 6th Street Preservation Phase 3 project will be assumed as project existing conditions.

The inventories will include: the length of mast arms and existing signal head locations, signal head configurations, push button and ped head locations, existing phasing, existing controller and cabinet types and their ability to operate in changed configurations. We will also work with City staff to evaluate the existing conduit and wiring via visual inspection to determine if major reconstruction will be necessary to implement revised phasing or pole relocations. Location and condition of existing safety lighting and street lighting will be documented.

Signal timing plans will be obtained from the CITY for all signalized intersections within the study area.

CITY Responsibilities

1. Provide all available information in timely fashion.
2. Assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers and other CITY departments.

Task 3 Assumptions:

1. No new traffic data will be collected as part of this scope of work.
2. All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.
3. CITY will provide any current design plans and details if available for the 6th Street pavement preservation projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
4. CONSULTANT to provide all materials needed for coordination with Naval Ave: 1st Street to 15th Street Pedestrian & Bicycle Enhancement Project.
5. The draft design criteria will be circulated once within the CITY for comment prior to establishing the final design criteria.

Task 3 Deliverables:

1. Background (To be included as part of Design Report) listing the available information that was collected, remaining information needed, and any out-of-scope work required.
2. Design Criteria (To be included as part of Design Report)
3. Existing Conditions and Inventory (To be included as part of Design Report).

Task 4 Public and Stakeholder Involvement

Objective

The objective of this task is to assist the CITY with Public and Stakeholder Outreach and Involvement efforts by providing strategic advice, staffing support, material content and

facilitation services to support the CITY's efforts in providing information to and receiving input from the general community.

4.01 Communications Plan

CONSULTANT will develop a Communications Plan before beginning outreach. This Communications Plan will identify approaches for effectively informing and involving all audiences, outreach tools and methods, inclusive outreach strategies, and key messaging. CONSULTANT will develop a work plan of methods once the Communications Plan is approved.

CONSULTANT will develop a public involvement strategy that outlines the outreach process for the project's design phase and how public input will be used to inform the development of the design. The plan will also identify a simple public outreach schedule. This plan would be developed after the pre-design interviews to use what was learned to better inform what should be included in the plan.

4.02 Project materials

The Consultant will develop content for a project fact sheet and update the fact sheet up to two times during the first phase of the project. Develop content for additional project materials, including mailers, open house notifications, etc. Effort not to exceed the details in Task 4 deliverables.

4.03 Pre-design stakeholder interviews

Schedule and conduct in-person and/or Virtual interviews with key stakeholders to further understand the breadth of concerns and interests related to the project and how they would like to be engaged during design. Support will include, developing questions, organizing the appropriate project materials, and documenting input received during the interviews.

4.04 Virtual Online Open House

CONSULTANT will work with CITY and project staff to develop a presentation to provide an initial project overview and update to the public. This will be a one hour live online meeting. The CITY PM will lead the effort with presentation outline, format, presentation drafting/finalization, and expectations, this will be supported by the CONSULTANT team. The virtual presentation will be held on Zoom as a Meeting or Webinar.

The CONSULTANT will support with notification and developing a summary of the presentation afterwards.

This online open house will occur prior to the alternatives generation process (Task 5).

4.05 In-Person Open House & Online Survey

In-person event to have staggered start times to facilitate business owners' input and input from residents. This will be a two (2) hour in-person event at a venue along the corridor, CITY PM to lead the effort supported by CONSULTANT team.

CONSULTANT to develop a Comment form (survey) to help understand 1) community priorities, issues, and needs and 2) input on draft alternatives. These will be available at the in-person event as well as online and available for three (3) weeks for comment.

This in-person open house will occur after the initial design concepts development defined under Task 6. Feedback from this in-person open house will be incorporated into the chosen design alternative and the design report.

CITY Responsibilities

1. Participate in project team coordination meetings.
2. Coordinate and manage invoicing related to any mailers (postcards, mailers, etc.).
3. Host project webpage and manage content updates on the CITY website; provide social media updates on CITY social media accounts.
4. Review and provide direction on the public involvement plan and all subsequent event or outreach materials.
5. Schedule and initiate the individual stakeholder outreach meetings.
6. Any venue rental fees associated with in-person public outreach.
7. Lead notification efforts for the open houses.

Task 4 Assumption(s)

1. The Communications Plan will include a list of stakeholders, outreach methods, demographic analysis supporting outreach methods, key messages, identifying potential impacts and risks, and detailed roles and responsibilities. This plan will include a business outreach plan that includes roles and responsibilities for the project team and a business outreach strategy.
2. Consultant will have one (1) planning meeting with the City of Bremerton specific to the communication plan. Meeting will be for up to one (1) hour and attended by up to three (3) CONSULTANT staff.
3. Once the Communications Plan is approved, CONSULTANT will develop a workplan.
4. CONSULTANT to participate in up to three (3) pre-design interviews, Stakeholders anticipated to include Kitsap Transit, Bremerton School District, City of Bremerton. (3 virtual meetings, up to 2 CONSULTANT staff).
5. In-Person event to be for a total of three (3) hours, to include set up hosting visitors and tear down, attended by up to three (3) CONSULTANT staff.
6. The online comment form will be hosted on *infocommunity.org* platform.
7. The City of Bremerton will review and approve all materials prior to distribution/use.

Task 4 Deliverable(s)

1. Communications Plan with business Outreach Plan (1 planning meeting, 1 draft, 1 final)
2. Project Fact Sheet (1 draft, 1 final, up to 2 updates)
3. Workplan (up to 2 updates)
4. Online Comment Form (hosted on *infocommunity.org*) (1 drafts, 1 final, up to 1 update)
5. Mailer (1 draft, 1 final, up to 2 updates) (CITY to print, mail and pay for postage)
6. Content for Stakeholder interviews (questionnaires and project overview graphics)
7. Virtual Online Open House, Agenda, presentation and talking points. (1 draft, 1 final) To include one prep meeting held virtually attended by up to three (3) CONSULTANT staff.

8. Content for in-person open house (role plot, intersection exhibits, and schedule).
9. Documentation of summary of outreach and feedback received included in the design report.

Task 5 Alternatives Development

Objective

The objective of this task is to evaluate and document feasible design alternatives to develop an optimal design that improves corridor safety and mobility for all road users, eliminates or minimizes ROW acquisition needs, and considers input from the public and project stakeholders. These alternatives will consider feedback from the pre-design stakeholder interviews and virtual online open house event.

5.01 Pedestrian / Bicycle Facility Alternative Development

The objective of this subtask is to identify opportunities and constraints related to accommodating people walking, rolling or cycling along the 6th Street corridor. HDR will then formulate and evaluate alternatives using a best value approach, obtain feedback from the public and project stakeholders where appropriate, and identify preferred alternatives to bring through design.

The CONSULTANT shall develop alternatives for bicycle and pedestrian improvements throughout the corridor, based on:

1. Data Collection and Review of existing information, performed under task 3.
2. Input provided during the pre-design, stakeholder interviews and virtual online open house. Performed under Task 4.
3. The CONSULTANT shall perform a context-based connectivity assessment which considers connections to destinations, ADA accessibility, impacts to existing development / Street frontage, forward compatibility with future street improvements and access management. Information included in this assessment will inform the development of design alternatives.
4. The CONSULTANT shall identify opportunities and constraints within the corridor and work with the design team to assess options for allocating ROW to accommodate comfortable bicycle and pedestrian facilities while considering the safety, mobility, and use of vehicular traffic. As a part of this effort, the CONSULTANT shall review signal phasing information provided by the CITY and identify potential operational changes that can enhance user comfort and reduce potential multi-modal conflicts. Information included in the analysis will inform the development of design alternatives.

5.02 Preliminary Alternatives Generation (City Workshop)

Based on alternatives developed under Task 5.01, the CONSULTANT shall hold an alternatives workshop to discuss and document potential feasible alternatives for the PROJECT. The meeting will be held at CITY's office. CONSULTANT subject matter experts (SMEs) will participate, along with designers from the CONSULTANT team. CITY staff to determine appropriate CITY personnel to attend.

5.03 Alternative Assessment

The CONSULTANT, in collaboration with the CITY and based on input from project stakeholders, shall develop the criteria and methodology to be used in screening alternatives. The criteria shall be clearly separated into three categories.

Level 1 - Fatal Flaw (not viable).

Level 2 - Feasible, but significantly impacts project scope, cost, timeline, maintenance ability (may be viable, but we would need internal buyoff and would need to communicate the challenges with the public)

Level 3 - Feasible and in alignment with project scope, cost, timeline (viable)

Task 5 Assumption(s):

1. SCOPE does not include any traffic analysis. CITY to provide traffic analysis provided by 3rd party. SCOPE assumes up to ten (10) hours for review and coordination of material.
2. Up to two (2) coordination meetings with CITY PM prior to workshop attended by up to three (3) CONSULTANT staff to plan, discuss and review content of workshop materials.
3. Workshop to be held at the offices of the CITY. Workshop to be two (2) hours in duration and attended by up to three (3) CONSULTANT staff.
4. CONSULTANT shall provide materials to facilitate the meeting. Material to consist of one (1) roll plot and electronic presentation.
5. CONSULTANT shall document the meeting.

Task 5 Deliverable(s):

1. Connectivity Assessment (To be included as part of Design Report).
2. Opportunities and Constraints (To be included as part of Design Report).
3. Development of evaluation criteria. Preliminary alternatives analysis, including development of conceptual drawings for each alternative and an evaluation (to be included as part of the Design Report) based on evaluation criteria identified with the CITY and through stakeholder outreach.
4. One (1) draft and final Preliminary Alternatives Screening (To be included as part of the Design Report) submitted for review and comment.
5. Presentation materials, developing graphics and other content. Up to two (2) roll plots (1:40 scale plots) sketches, diagrams, and other graphics, as needed to support the overall development of each of the alternatives.
6. Planning level construction cost estimate and long-term operational cost considerations.
7. Meeting summary including any comments or considerations associated with each concept generated at the meeting.
8. Compiled Review Comments

Task 6 Preliminary Engineering

This task is to further refine and develop the selected alternatives from Task 5. The CONSULTANT shall prepare roll plots showing the existing, and each of the proposed alternatives, typical roadway sections, and project limits to approximately a 5% design level, to

present at the in-person open house and online survey (Task 4.05 and aid the evaluation and screening efforts for the preferred alternative.

Design features to be included at this stage are proposed channelization, 2D civil work, existing signal poles and cabinets, proposed signal poles and cabinets, and barrier and constraints such as utility poles. 2D line work to be overlaid aerial imagery.

6.01 Pedestrian / Bicycle Facility Alternative Design

Finalize Alternatives: Using findings from Task 5 (Alternatives Development) and through review with CITY staff, the CONSULTANT will further refine up to two (2) alternatives to present at the in-person open house and online survey (Task 4.05).

Upon receipt of the CONSULTANT/CITY comments, the CONSULTANT will refine the alternatives for presentation to public. The CONSULTANT will incorporate public input related to bicycle and pedestrian facilities and assist the CONSULTANT and the CITY effectively screen the project alternatives.

6.02 Roadway Design

The CONSULTANT for each of the alternatives shall plot on separate roll plots, the existing ROW limits, proposed ROW limits, 2D civil design, and proposed channelization.

Task 6 Assumption(s):

1. Up to two (2) meetings with the CITY may be required to complete the preliminary screening process. Up to two (2) CONSULTANT staff to attend.
2. Evaluate up to 2 corridor length alternatives. These alternatives will be “packaged” approaches – each of which would incorporate a larger bundle of improvements corridor wide specific to segment and location, rather than a specific improvement.
3. On street bike lanes will be the only bike infrastructure considered. Variations and integration of bike lanes will be the focus of the alternatives analysis.
4. Alternatives analysis will include options for spot location alternatives that work in coordination with the overall corridor alternatives.
5. Only one alternative (preferred alternative) will come out of the screening process but may include combinations of several spot location alternatives.
6. The conceptual design/preferred alternative through the selection of the preferred alternative (5% design).

Task 6 Deliverable(s):

1. Up to two (2) refined conceptual corridor geometric alternatives, including spot location alternatives where applicable.
2. Presentation materials, developing graphics and other content. Two (2) roll plots (1:40 scale plots) sketches, diagrams, and other graphics, as needed to support the overall development of each of the alternatives.
3. Planning level construction cost estimate and long-term operational cost considerations.

Task 7 Design Report

The CONSULTANT shall complete a Draft Design Report. The design report will be a culmination of all previous sections and serve as an endorsement of the project's design criteria / design elements and shall include but not limited to the following items:

- Executive Summary
- Project Background (Defined Under Task 3)
- Summary of Stakeholder coordination process and Design Criteria (Defined Under Task 3)
- Existing Conditions and Inventory (Defined Under Task 3)
- Inventory of Existing deviations from standards (Defined Under Task 3)
- Stakeholder and Public Involvement Summary (Defined under Task 4)
- Connectivity Assessment (Defined Under Task 5)
- Opportunities and Constraints (Defined Under Task 5)
- Preliminary Alternatives Screening (Defined Under Task 5)
- Alternative Analysis (Defined Under Task 5)
- Preferred Alternative (Defined Under Task 6)
- Construction cost estimate.

Design Report is a living document and intended to be further refined at later intervals to be defined in future amendment.

Task 7 Deliverables:

1. One draft Design Report.
2. Comment response and resolution ledger.
3. One final Design Report.

Task 8 Management Reserve Fund (MRF)

A Management Reserved Fund (MRF) (dollar amount per contract) is to be utilized only for unforeseen added work that is not included in this AGREEMENT. The CONSULTANT shall obtain written authorization from the AGENCY prior to doing any work under MRF. CONSULTANT compensation for work done under MRF must be approved by the AGENCY prior to doing the work.

**EXHIBIT B
WORK SCHEDULE**

(REFER TO EXHIBIT A)

**EXHIBIT C
FEE SCHEDULE**

LABOR ESTIMATE, HDR ENGINEERING STAFF


City of Bremerton: Bremerton_6th Street Active Transportation Improvements



		Acevedo, Robert C	Barney, Hayley Lynn	Napiorkowski, Tomasz William (Tom)	Magee, Brian G	Liu, Yiwen (Jenny)	Parenteau, Trevor Michael	Harper, Jennifer K	Total Labor Hours	Total Labor Dollars
Project Role		Transportation Engineer 5	Administrative Assistant 5	Traffic Designer	Transportation Engineer 5	Traffic EIT	Drafting Technician 3	Transportation Engineer 5		
Billing Rate		274.12	107.97	157.11	235.55	96.10	109.94	219.20		
HDR Job Title		MGT.MGT100.Section Manager Team Leader	FIN.FIN210.Project Accountant 1	ECI.ECI050.Coordinator Civil	ETR.ETR300.Engineer Transportation Sr	ECI.ECI050.Coordinator Civil	BIM.BIM210.BIM Specialist Civil 1	PJM.PJM210.Project Manager Engineering		
Direct Rates		95.05	37.44	54.48	81.68	33.32	38.12	76.01		
1	Project Management	35	44	12	0	0	0	0	91	\$ 16,230.20
	1.1 Project Work Plan	4	4						8	\$ 1,528.36
	1.2 Progress Meetings	12		6					18	\$ 4,232.10
	1.3 Project Schedule	1		3					4	\$ 745.45
	1.4 Progress Reports	8	12						20	\$ 3,488.60
	1.5 Monthly Invoices	6	24						30	\$ 4,236.00
	1.6 Project Change	2							2	\$ 548.24
	1.7 Subconsultant Coordination	2	4	3					9	\$ 1,451.45
2	Quality Assurance / Quality Control	1	0	2	0	0	0	18	21	\$ 4,533.94
	2.1 QA/QC	1		2				18	21	\$ 4,533.94
3	Data Collection / Review of Existing Information	16	0	60	12	0	0	0	88	\$ 16,639.12
	3.1 Information Review			4					4	\$ 628.44
	3.2 Develop Design Criteria	4		16	4				24	\$ 4,552.44
	3.3 Existing Conditions Audit / Site Walk & Prep	8		20	8				36	\$ 7,219.56
	3.4 Inventory Signal Equipment	4		20					24	\$ 4,238.68
4	Public and Stakeholder Involvement	24	0	32	0	0	0	0	56	\$ 11,606.40
	4.1 Communications Plan	2							2	\$ 548.24
	4.2 Project Materials	2		4					6	\$ 1,176.68
	4.3 Pre-design Stakeholder Interviews	6		8					14	\$ 2,901.60
	4.4 Virtual Online Open House	6		2					8	\$ 1,958.94
	4.5 In-Person Open House & Online Survey	8		18					26	\$ 5,020.94
										\$ -
5	Alternative Analysis	42	0	140	24	58	8	0	272	\$ 45,614.96
	5.1 Pedestrian / Bicycle Facility Alternative Development	22		80	12	40	8		162	\$ 26,149.56
	5.2 Preliminary Alternatives Generation (City Workshop) & Prep	8		20	4				32	\$ 6,277.36
	5.3 Alternative Assessment	12		40	8	18			78	\$ 13,188.04
6	Preliminary Engineering	20	0	108	10	18	22	0	178	\$ 28,954.26
	6.1 Pedestrian / Bicycle Facility Alternative Design	16		60	4	18			98	\$ 16,484.52
	6.2 Roadway Design (5% Design, update Role plot)	4		48	6		22		80	\$ 12,469.74
									0	\$ -
									0	\$ -
7	Design Report	8	0	40	0	30	0	0	78	\$ 11,360.36
	Draft Report	4		20		20			44	\$ 6,160.68
	Comment Review/Response	2		4					6	\$ 1,176.68
	Final Report	2		16		10			28	\$ 4,023.00
Task Total Hours		146.00	44.00	394.00	46.00	106.00	30.00	18.00	784.00	
Task Total Fee		\$ 40,021.52	\$ 4,750.68	\$ 61,901.34	\$ 10,835.30	\$ 10,186.60	\$ 3,298.20	\$ 3,945.60		\$ 134,939.24

EXPENSES


City of Bremerton: Bremerton_6th Street Active Transportation Improvements

		Mileage/mile (2024)	Copies/Page 11x17 Color	Miscellaneous						
		Travel	Office Expenses	Miscellaneous						
OTHER DIRECT COSTS		Each	Each	Each						
Unit Cost		\$0.670	\$0.900	\$250.000	\$0.000	\$3.70	0.00%			0.00%
1	Project Management									
	Quantity	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Quality Assurance / Quality Control									
	Quantity	0	50	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
3	Data Collection / Review of Existing Information									
	Quantity	0	50	2	0	0.00				
	Task Total	\$0.00	\$45.00	\$500.00	\$0.00	\$0.00	\$0.00	\$545.00	\$0.00	\$545.00
4	Public and Stakeholder Involvement									
	Quantity	0	0	1	0	0.00				
	Task Total	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00
5	Alternative Analysis									
	Quantity	0	50	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
6	Preliminary Engineering									
	Quantity	0	50	0	0	0.00				
	Task Total	\$0.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$45.00
7	Design Report									
	Quantity	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	0									
	Quantity	0	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ODC		\$ -	\$ 180.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 930.00	\$ -	\$ 930.00

*All mileage will be billed at the current IRS mileage rate

SUBCONSULTANTS

City of Bremerton: Bremerton_6th Street Active Transportation Improvements


		Stepherson & Associates	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS				0.00%	
1	Project Management				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
2	Quality Assurance / Quality Control				
	Task Total		\$0.00	\$0.00	\$0.00
3	Data Collection / Review of Existing Information				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
4	Public and Stakeholder Involvement				
	Task Total	\$38,382.80	\$38,382.80	\$0.00	\$38,382.80
5	Alternative Analysis				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
6	Preliminary Engineering				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
7	Design Report				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
8	0				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00
Total Subconsultants		\$ 38,382.80	\$ 38,382.80	\$ -	\$ 38,382.80

FEE ESTIMATE

City of Bremerton: Bremerton_6th Street Active Transportation Improvements



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal	Total For Proposal
1	Project Management	\$16,230	\$0	\$0	\$0	\$16,230	
2	Quality Assurance / Quality Control	\$4,534	\$0	\$45	\$0	\$4,579	
3	Data Collection / Review of Existing Information	\$16,639	\$0	\$545	\$0	\$17,184	
4	Public and Stakeholder Involvement	\$11,606	\$0	\$250	\$38,383	\$50,239	
5	Alternative Analysis	\$45,615	\$0	\$45	\$0	\$45,660	
6	Preliminary Engineering	\$28,954	\$0	\$45	\$0	\$28,999	
7	Design Report	\$11,360	\$0	\$0	\$0	\$11,360	
		\$134,938	\$0	\$930	\$38,383	\$174,251	\$0
Management Reserve Fund						\$ 17,500.00	\$ -
						\$ 191,751.00	\$ -

May 24, 2024									
STEPHERSON & ASSOCIATES COMMUNICATIONS									
City of Bremerton 6th Street Active Transportation Improvements (May-September 2024)		Project Principal (Darcy)	Associate 1/ PM (Aliyah)	Associate 1 (TBD)	Associate 1 (TBD)	Project Controls	Senior Associate 1 / QAQC	Graphics & Creative	Multiplier
Item	SCOPE OF WORK	\$176.43	\$113.41	\$112.40	\$112.40	\$199.30	\$176.43	\$155.38	1.0000
Task 2 - Public and Stakeholder Involvement									
Task 2.1.1	Project management and coordination (4 mtgs)	4	16			12			\$4,912
Task 2.1.2	Communications Plan (business outreach plan included)	1	18	8	6		2		\$4,144
Task 2.1.3	Project materials	3	20	18	4		5	20	\$9,260
Breakdown of Task 2.1.3	Factsheet (up to 2 updates)	1	8	6	2		2	10	
	Mailer/additional promotions (up to 2 updates)	1	4	6	2		2	10	
	Online survey content	1	8	6			1		
Task 2.1.4	Pre-design stakeholder interviews (assuming up to 3 interviews)								
Task 2.1.5	Virtual Presentation/online meeting	1	12	10			1	4	\$3,459
Task 2.1.6	In-person open house & online comment form	3	32	22	16		5	30	\$13,973
Breakdown of Task 2.1.6	In-person open house	2	20	18	12		2	10	
	Online comment form	1	12	4	4		3	20	
Task 2.1.7	Public Outreach Summary Memorandum	1	6	4	2		2		\$1,884
Labor Subtotal:		13	104	62	28	12	15	54	\$37,633
Reimbursable ODC's: Printing (as needed), mileage, parking, ferries/tolls									\$750
Total Labor:		13	104	62	28	12	15	54	288
Staff Billing Rates		176.43	113.41	112.40	112.40	199.30	176.43	155.38	
Total LOE:		2,293.59	11,794.64	6,968.80	3,147.20	2,391.60	2,646.45	8,390.52	38,382.80



6TH STREET



Active Transportation Improvement Project

Professional Services Agreement with HDR, Inc.

COUNCIL STUDY SESSION

JUNE 26, 2024

Public Works & Utilities
Engineering Division
Nick Ataie, P.E.

Public Works Committee June 18, 2024

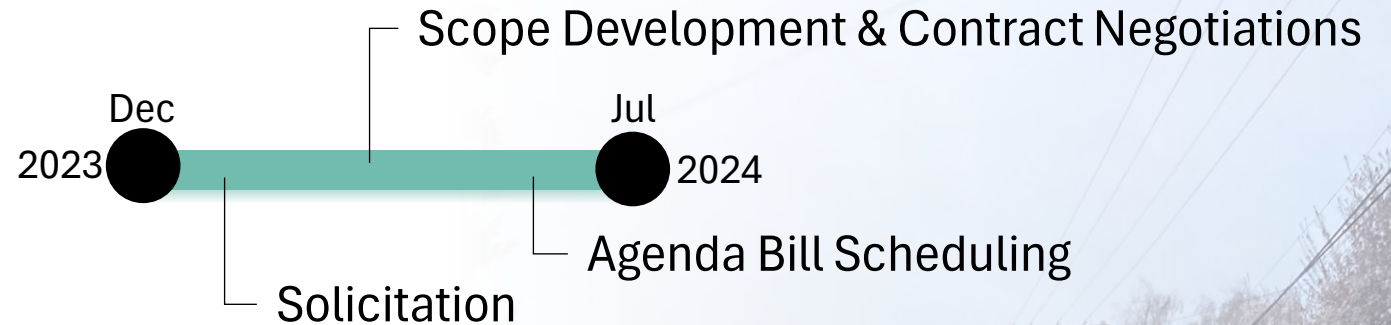
City Council July 3, 2024



PROJECT CONTRACTING STRATEGY

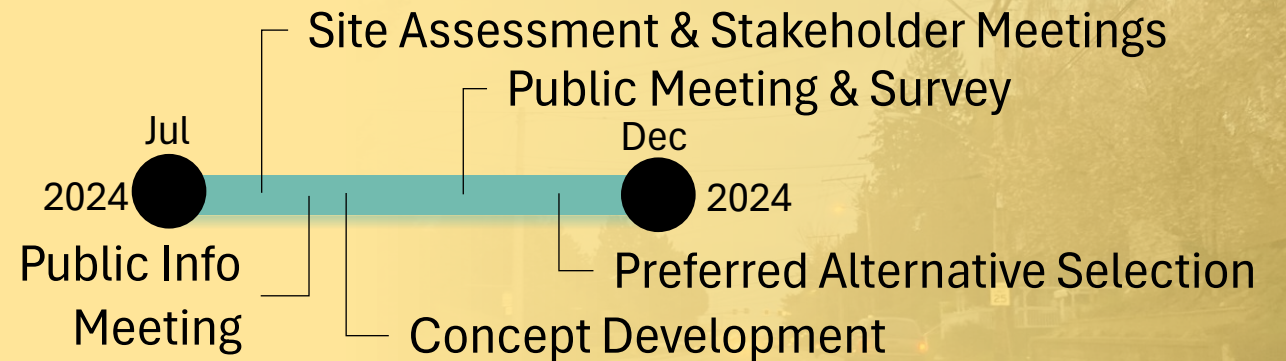
Engineering Solicitation

Identification of HDR Engineering as the most qualified engineering firm & contract development



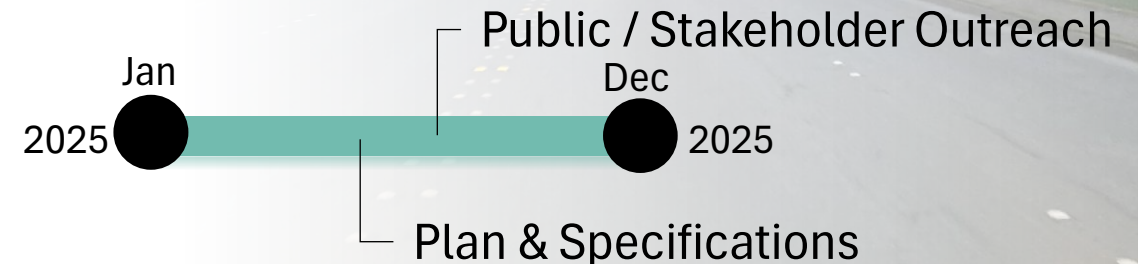
Conceptual Engineering Contract

Focus on stakeholder & public outreach, development of alternatives, scope refinement



Final Engineering Contract

Contract supplement for final engineering of the preferred alternative(s).
Estimated Q4 2024 City Council





CONCEPTUAL ENGINEERING CONTRACT

Negotiated Contract

The Engineering Division has negotiated a contract in the amount of \$191,751.00 with HDR Engineering

Project Financial Impact

Local funding is available in the 2024 Transportation Capital Budget for this contract

Data Collection & Site Assessment

- Detailed review of existing conditions, plans, studies, etc.

Design-Focused Stakeholder Interviews

- Targeted interviews with key stakeholders (internal and external)

Design Criteria and Alternatives Development

- Develop and evaluate alternatives meeting project objectives
- Create illustrative design concept layouts

Public Meetings & Opportunities for Input

- 1 virtual informational meeting and 1 in-person public meeting

Preferred Alternative(s)

- Develop and document a preferred design alternative for final design

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D9

SUBJECT:

Contract Modification No. 1 with SCJ Alliance for Construction Management Services for the Washington Avenue & 11th Street Roundabout Project

Study Session Date:	<u>June 26, 2024</u>
COUNCIL MEETING Date:	<u>July 3, 2024</u>
Department:	<u>PW&U-Engineering</u>
Presenter:	<u>Nick Ataie</u>
Phone:	<u>(360) 473-2306</u>

SUMMARY:

The original contract with Shea, Carr & Jewell, Inc. (SCJ Alliance) was executed on April 26, 2023 in the amount of \$715,438.85 and included construction management services associated with construction of the Washington & 11th Street project. As construction has progressed to date, additional construction management services are required to capture an unanticipated 3.5-month temporary work suspension (where part-time construction administration was still required) and additional contract working days granted to the contractor for unforeseen conditions. Existing Management Reserve Funds (MRF) included in the original contract was encumbered in Fall 2023 to cover a significant increase in audited indirect cost rates (ICR) for SCJ Alliance per the terms of the contract. This contract amendment (in the amount of \$109,384.09) includes additional required hours for SCJ Alliance to provide construction inspection and construction administration over the remainder of the anticipated construction contract duration. Upon execution of this contract modification, the new contract value will be \$824,822.94.

ATTACHMENTS:

1) Project Location Map 2) Contract Modification (Supplemental Agreement) #01 3) Presentation

FISCAL IMPACTS (Include Budgeted Amount): This project is in the Transportation Capital Fund; no budget adjustment is required for Contract Modification #01.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

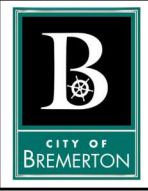
RECOMMENDED MOTION:

Move to approve Contract Modification No. 1 with SCJ Alliance for Construction Management Services for the Washington Avenue & 11th Street Roundabout 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

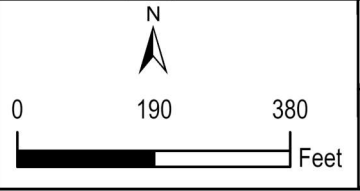


City Limits
 City Name
 Parks
 Washington & 11th Project Limits



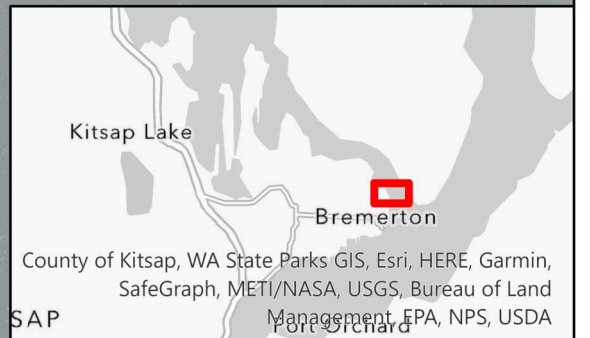
Washington Ave & 11th Street Improvements
 Project Location Map

CITY OF BREMERTON
 DEPARTMENT OF PUBLIC WORKS & UTILITIES
 ENGINEERING DIVISION



PROJECT NO.
 315026
SHEET
 1 OF 1

EXHIBIT BY: N.ATAIE DATE: 2/10/2023 CHECKED BY: DATE:





Supplemental Agreement Number <u>001</u>		Organization and Address Shea, Carr & Jewell, Inc. 8730 Tallon Lane NE Ste 200 Lacey, WA 98516	
Original Agreement Number LA 9630; Bremerton Contract 6521		Phone: 360-352-1465	
Project Number City Project 315026; STPUL-9918(017)	Execution Date	Completion Date 12/31/2024	
Project Title Washington & 11th Improvements Project	New Maximum Amount Payable \$ 824,822.94		
Description of Work Provide supplemental construction management services based on the actual project construction duration exceeding the estimated duration (See Attachments)			

The Local Agency of City of Bremerton
desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc. (dba SCJ Alliance)
and executed on 04/26/2023 and identified as Agreement No. 6521

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Provide supplemental construction management services based on the actual project construction duration exceeding the estimated duration as provided in Contract Supplement No. 001/Amendment 1 Scope of Work Exhibit.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: (No change)

III

Section V, PAYMENT, shall be amended as follows:
Increase in Maximum Amount Payable as attached in the amount of \$ 109,384.09 for a new Maximum Amount Payable of \$ 824,822.94.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Shea, Carr & Jewell, Inc. (dba SCJ Alliance) By: Mayor, City of Bremerton

Consultant Signature

Approving Authority Signature

Date



SCJ ALLIANCE
CONSULTING SERVICES
Construction Management Services

Amendment #01
Washington and 11th Street Improvements

Prepared For: City of Bremerton, Nick Ataie, Project Manager

Prepared By: Daniel Clark, SCJ Alliance Project Manager

Date Prepared: June 04, 2024

I. INTRODUCTION

This amendment is being submitted to compensate SCJ Alliance for added days to the Contract per Change Order #06 to the City of Bremerton Contractor. The Project duration has changed from original scope of work and fee estimate by fourteen (14) Working Days. This amendment also shows time for the Winter Shutdown not previously discussed during Contract negotiations prior to the start of the Work by SCJ. During Contract negotiations the Winter Shutdown by the City's Contractor was never discussed nor taken into consideration for maintenance of the project through the shut down window. Prior to the Winter Shutdown by the City's Contractor, SCJ and the City agreed time spent during the shutdown would be evaluated and additional efforts would be presented by SCJ for City consideration and compensation. This amendment also takes into account the schedule update received from City Contractor ACI via email on May 22, 2024, that shows the Physical Completion date moving from August 8th to September 9th of 2024. This is an added month of work not accounted for in SCJ's original contract. Between these dates there are 22 Working Days added to the Construction schedule. This amendment is being presented to show these efforts. The total effect of the above issues totals **\$109,384.09** and is explained and shown below.

- **Winter Shutdown**

In this Amendment #01, SCJ is submitting the actual effort expended during the Winter Shutdown between the dates of November 1, 2023, to February 9, 2024, under Phase 3A, Task 1 "Construction Administration: Resident Engineer". This will capture time spent on the project not accounted for in our original scope of work. SCJ original scope of work did not account for the 67 additional working days added to SCJ's Contract time to manage the project. The above dollar figure was taken directly from our accounting software tracking Matt North, RE time only. Matt worked 201 hours total over the course of the 67 working day winter shut down. Taking into consideration the 201 hours and 67 working days added, Matt's time came to 3 hours a day to manage the project. During this time Matt worked on change management items and regular project administration items such as submittals, RFIs and other project documentation.

While SCJ recognizes the duties performed during the Winter Shutdown are in line with the original scope of work, the duration of time allowed per our contract has been significantly affected. Therefore, guarantee the City's contractor will be able to perform the construction activities within the remaining working days or less, therefore compensation for added time for the Winter Shutdown must be allowed in order for SCJ to be able to ensure enough budget to see the project to completion.

- **C.O. #06 Added 14 Working Days**

In this Amendment #01, SCJ is also submitting the added time to the City's Contractor project duration as found in Executed Change Order #06 for fourteen (14) days has added time to our overall scope and budget. This

change order is estimated at 8 hours a day for Inspection, Phase 2A “Construction Inspection, Task 1A “Construction Observation”. This also considers 8 hours a day for Phase 3A “Construction Administration: Resident Engineer” for Matt North and Phase 4A “Construction Administration: Project Coordinator for Taylor Thompson at 4 hours a day for the fourteen days. Added time for any change order to the City’s Contractor should be passed through to the scope and budget for SCJ’s time to manage the project for the same duration.

- **Contractor Updated Schedule Added 22 Working Days**

Finally, the added time to the City’s Contractor project duration as found in the Contractor’s estimated Physical Completion schedule provided by the Contractor on May 22, 2024, for twenty-two (22) days has added time to our overall scope and budget. The added working days are estimated by the City at 8 hours a day for 3 total days of inspection between Substantial Completion and Physical Completion for Inspection, Phase 2A “Construction Inspection, Task 1 “Construction Observation”. These 3 days will be on an “On-Call” basis as directed by the City. This also considers 4 hours a day for Phase 3A “Construction Administration: Resident Engineer” for Matt North and Phase 4A “Construction Administration: Project Coordinator for Taylor Thompson at 4 hours a day for the twenty-two days. These roles will become supporting roles and not lead roles in this project. The City will take the lead on these roles at the Substantial Completion date set by the City. Added time per the Contractor’s schedule to reach Physical Completion should be passed through to the scope and budget for SCJ’s time to manage the project in a supporting role for the same duration.

We have bullet pointed out the original scope of services below general assumptions and reasoning behind this amendment shown in the lower bullet points labeled “**Amendment 1**”.

General Assumptions:

- **Original Contract:** *The level of service and fee is based on project duration of 160 contract days plus two weeks (10 days) startup for a total of 170 Working Days.*
 - **Amendment 1:** The above original project duration was calculated from the City’s Contractor Working Day duration as found in the Contract documents. This was the only way for SCJ to determine a baseline of Working Days to account for SCJ project labor for our scope and fee. SCJ’s project duration has been extended by the issues listed above by actual time described above for the Winter Shutdown, the added 14 days per C.O. #06, and the additional 22 Working Days shown by the City’s Contractor. Winter shut down added 67 Working Days at part time for RE only, 14 days per C.O. #06, and 22 days per Contractor’s schedule for a total project duration of 273 Working Days. Per our original Contract the work described above would have been through Physical Completion. Per the City of Bremerton they would like to change this to Substantial Completion and limit SCJ involvement to a supporting role between Substantial Completion through Physical Completion. This amendment has taken this into account for limited SCJ involvement.
- **Original Contract:** *The proposed project team will include a part-time project manager, full-time resident engineer, part-time documentation specialist and a full-time inspector. Team also includes sub-consultants to provide services for materials testing, DBE inspection services and public outreach.*
 - **Amendment 1:** The Full-Time R.E. continued to work through the Winter Shutdown with COB staff at a much reduced per day cost in order to continue project documentation happening during the shutdown. The part-time documentation work continued through the winter shutdown as well, but SCJ is willing to hold this added effort at this time to see if the proposed budget in this amendment can be utilized to see the project to the end. If further added time per change order or shutdowns/

suspensions are granted SCJ reserves the right to evaluate this effort and seek reimbursement at a later date. The Inspection effort was suspended by SCJ, and inspection staff was re-directed to other SCJ efforts at cost to SCJ. SCJ also acknowledges no affect to DEB Inspection, Public Outreach, or Materials Testing sub-consultants. Per our original Contract the work described above would have been through Physical Completion. Per the City of Bremerton they would like to change this to Substantial Completion and limit SCJ involvement to a supporting role between Substantial Completion through Physical Completion. This amendment has taken this into account for limited SCJ involvement.

- **Original Contract:** SCJ will utilize the Record of Materials (ROM). This scope of services provides the management of the ROM and scheduling of required materials testing, respectively.
 - No effect to this activity.
- ◆ **Original Contract:** The City will review and execute insurance documents, bonds, payments to the contractor and the Construction Contract.
 - No effect to this activity.
- ◆ **Original Contract:** SCJ will work with the City’s Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City’s Contractor shall be responsible for communication to the community on schedule and work activities.
 - No effect to this activity.
- **Original Contract:** Services will be performed in accordance with the Contract plans & special provisions, and City of Bremerton engineering standards.
 - No effect to this activity.

NOTE - SCJ Alliance has committed to the current Overhead rate at 166.19% and will not seek an adjustment in July when our new WSDOT approved overhead rates are adjusted. The Overhead rate will remain the same throughout the completion of the project.

A table of additional efforts reported below as requested by City of Bremerton Project Manager, Nick Ataie. Per our original Contract the work described above would have been through Physical Completion. Per the City of Bremerton they would like to change this to Substantial Completion and limit SCJ involvement to a supporting role between Substantial Completion through Physical Completion. This amendment has taken this into account for limited SCJ involvement.

C.O. #06 - Added 14 Working Days to Contract Time			
City Project 315-026 – C.O. #06 SCJ Alliance Impacts @ 14 Days			
Labor	Days	Hours	Total HRS
Project Manager -Task 1A	14		
Inspection -Task 2A	14	8	56
R.E. – Task 3A	14	8	112
Documentation – Task 4A	14	4	56

Winter Shutdown Evaluation			
City Project 315-026 – Winter Suspension SCJ Alliance Impacts @ 67 W.D.			
Labor	Days	Hours	Total HRS
Inspection – Task 2A			0
R.E. – Task 3A (Original negotiation 4 hrs per day)	67	3.5	201
Documentation – Task 4A			0

Updated Schedule Received May 22, 2024,			
City Project 315-026 – Schedule Update SCJ Alliance Impacts @ 22 Days			
Labor	Days	1	
Project Manager	22	8	11
Inspection – Task 2A	22	8	24
R.E. – Task 3A	22	4	22
Documentation – Task 4A	22	4	88
Total of all three impacts shown above =			\$109,384.09

5/31/2024: Per Nick Ataie, City of Bremerton, PM email the below changes were made to SCJ Alliance’s amendment #1. The graph above reflects changes made to the budget.

- Winter Shutdown
 - No change – These are actual costs incurred as previously discussed.
- Change Order 6
 - Remove PM hours (appears we have available budget based on contract burn rate)
 - Reduce inspection hours by half (appears we have available budget based on contract burn rate)
- Post Substantial Completion – Includes primarily SCJ documentation support with minimal inspector and RE hours
 - Assume 11 PM hours (0.5 hours per WD, 22 WD estimate)
 - Assume 24 hours of inspection (punch list, etc.)
 - Assume 22 hours for RE (1 hour per WD, 22 WD estimate)
 - Assume 88 hours for Document Control (4 hours per WD, 22WD estimate)
- Expenses – Reduce to 2 months of added vehicle lease for 36 added working days (14 – Change Order 6 + 22 Post substantial)

NOTE BASED ON REVISIONS MADE BY THE CITY PROEJCT MANAGER ABOVE: Prior contract time commitments have been revised in this amendment. Once the specified additional hours for each role—resident engineer,

inspection, and documentation—are completed, those roles will be phased out of the project. The remaining work will then be transferred to the city for completion.

Consultant Billing Rate Schedule - Exhibit D-2



SCJ Alliance

Client: City of Bremerton	Hourly Rate Table Format:	LAG Contract
Project: Washington Ave. & 11th St. Corridor Improvement	Allowable Overhead Rate:	166.19%
Job #: 21-P00982	Negotiated Fixed Fee:	31.00%
File Name: Washington and 11th RAB CM Labor Estimate 20240515 Amend 2.xls	Billing Rate Table Version:	4/4/2022
Date: 5/15/24		

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 166.19%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$126.56	\$210.33	\$39.23	\$376.13
Senior Consultant	\$99.00	\$164.53	\$30.69	\$294.22
Senior Engineer	\$60.06	\$99.81	\$18.62	\$178.49
E4 Engineer	\$56.54	\$93.96	\$17.53	\$168.03
E3 Engineer	\$52.97	\$88.02	\$16.42	\$157.41
E2 Engineer	\$46.23	\$76.83	\$14.33	\$137.38
E1 Engineer	\$34.62	\$57.53	\$10.73	\$102.89
Senior Landscape Architect	\$57.75	\$95.97	\$17.90	\$171.63
L4 Landscape	\$49.61	\$82.45	\$15.38	\$147.44
L3 Landscape	\$41.86	\$69.56	\$12.98	\$124.39
L2 Landscape	\$38.45	\$63.90	\$11.92	\$114.27
L1 Landscape	\$32.18	\$53.47	\$9.97	\$95.62
Senior Planner	\$66.11	\$109.87	\$20.49	\$196.47
P4 Planner	\$48.76	\$81.04	\$15.12	\$144.92
P3 Planner	\$41.72	\$69.34	\$12.93	\$124.00
P2 Planner	\$36.39	\$60.47	\$11.28	\$108.14
P1 Planner	\$33.00	\$54.84	\$10.23	\$98.07
Senior Technician	\$49.89	\$82.92	\$15.47	\$148.27
T4 Technician	\$45.10	\$74.95	\$13.98	\$134.03
T3 Technician	\$37.96	\$63.09	\$11.77	\$112.82
T2 Technician	\$34.10	\$56.67	\$10.57	\$101.34
T1 Technician	\$29.70	\$49.36	\$9.21	\$88.27
Senior Project Manager	\$86.08	\$143.05	\$26.68	\$255.81
PM3 Project Manager	\$71.71	\$119.17	\$22.23	\$213.11
PM2 Project Manager	\$63.56	\$105.63	\$19.70	\$188.89
PM1 Project Manager	\$49.03	\$81.47	\$15.20	\$145.70
CI4 Construction Inspector	\$68.20	\$113.34	\$21.14	\$202.68
Construction Inspector	\$31.00	\$51.52	\$9.61	\$92.13
PC2 Project Coordinator	\$42.85	\$71.21	\$13.28	\$127.35
PC1 Project Coordinator	\$32.13	\$53.40	\$9.96	\$95.50
Project Accountant	\$62.01	\$103.06	\$19.22	\$184.29
IT Specialist	\$56.94	\$94.63	\$17.65	\$169.22
Senior Marketing Coordinator	\$52.95	\$88.00	\$16.41	\$157.36
Marketing Coordinator	\$38.34	\$63.71	\$11.88	\$113.93
Communications Manager	\$53.27	\$88.54	\$16.52	\$158.33
Information Services Manager	\$63.66	\$105.79	\$19.73	\$189.18
Graphic Designer	\$42.85	\$71.20	\$13.28	\$127.33

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Bremerton

Template Version: 4/4/2022

Project: Washington Ave. & 11th St. Corridor Improvement

Contract Type: LAG Contract

Job #: 21-P00982

File Name: Washington and 11th RAB CM Labor Estimate 20240515 Amend 2.xlsm

Phase & Task No.	Phase & Task Title	Senior Consultant	PM3 Project Manager	PC 2 Project Coordinator	CI 4 Construction Inspector	Project Accountant	Total Direct Labor Hours & Cost
Task 1A Project Management							
Task 1 Management							
1	Management	11.0					11.0
Subtotal Hours:		11.0					11.0
Total Phase Hours:		11.0					11.0
Total Phase Direct Labor:		\$958.54					\$958.54
PHASE 2A Construction Inspection							
Task 1 Construction Inspection							
1	Construction Inspection				80.0		80.0
Subtotal Hours:					80.0		80.0
Total Phase Hours:					80.0		80.0
Total Phase Direct Labor:					\$5,200.00		\$5,200.00
PHASE 3A Construction Administration: Resident Engineer							
Task 1 Construction Administration: Resident Engineer							
1	Construction Administration: Resident Engineer		335.0				335.0
Subtotal Hours:			335.0				335.0
Total Phase Hours:			335.0				335.0
Total Phase Direct Labor:			\$24,987.65				\$24,987.65
PHASE 4A Construction Administration: Project Coordinator							
Task 1 Construction Administration: Project Coordinator							
1	Construction Administration: Project Coordinator			144.0			144.0
Subtotal Hours:				144.0			144.0
Total Phase Hours:				144.0			144.0
Total Phase Direct Labor:				\$5,333.76			\$5,333.76
PHASE 99 Expenses							
Task 1 Expenses							
1	Expenses						
Subtotal Hours:							
Total Phase Hours:							
Total Phase Direct Labor:							
Total Hours All Phases		11.0	335.0	144.0	80.0		570.0
Total Direct Labor Estimate All Phases		\$958.54	\$24,987.65	\$5,333.76	\$5,200.00		\$36,479.95

Consultant Fee Determination Summary - Exhibit D-1



SCJ Alliance

Client: City of Bremerton
 Project: Washington Ave. & 11th St. Corridor Imp
 Job #: 21-P00982
 File Name: Washington and 11th RAB CM Labor Estimate 20240515 Amend 2.xlsm

Template Version: 4/4/2022
 Contract Type: LAG Contract

Consultant Fee Determination

DIRECT SALARY COST

<u>Classification</u>	<u>Hours</u>	<u>Direct Hourly Rate</u>	<u>Amount</u>
Senior Consultant	11.0	\$87.14	\$958.54
PM3 Project Manager	335.0	\$74.59	\$24,987.65
PC 2 Project Coordinator	144.0	\$37.04	\$5,333.76
CI 4 Construction Inspector	80.0	\$65.00	\$5,200.00
Project Accountant	0.0	\$34.58	\$0.00
Total Direct Salary Cost			\$36,479.95
Total Direct Salary Cost			\$36,479.95

OVERHEAD

Overhead Rate:	166.19%	Direct Salary Cost:	\$36,479.95	Overhead Cost	\$60,626.03
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FIXED FEE

Fixed Fee Rate:	31.00%	Direct Salary Cost:	\$36,479.95	Fixed Fee Cost	\$11,308.78
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TOTAL SALARY COST

Total Salary Cost \$108,414.76

SUBCONSULTANTS

Stepherson & Associates	PHASE 5	Select Phase	\$0
HWA	PHASE 6	Select Phase	\$0
Akana	Phase 7	### ##### Select Phase	\$0
			\$0
Subconsultant Fee Subtotal:			\$0
Subconsultant Markup:			0%
			\$0.00
			\$0.00

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.0%	of the Direct Salary Costs	\$0.00
Leased Vehicle		Inspector Vehicle x 3 months for Suspension	\$969
Bridge Toll		Bridge Toll	\$0
Mileage	0	miles at \$0.625 per mile	\$0.00
Expenses Subtotal:			\$969.33
Expenses Markup:			0%
			\$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$109,384.09**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$0 **\$0.00**

Total Estimated Budget: \$109,384.09



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 6, 2023

Shea, Carr & Jewell, Inc. (dba SCJ Alliance)
8370 Tallon Lane NE, Suite 200
Lacey, WA 98516-6642

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Heather Seago:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 166.19% of direct labor (rate includes 0.28% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Jul 6, 2023 13:38 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO



WASHINGTON AVE & 11TH ST IMPROVEMENT PROJECT

Contract Modification #01 with SCJ Alliance for Construction Management Services

COUNCIL STUDY SESSION JUNE 26, 2024

Public Works & Utilities
Engineering Division
Nick Ataie, P.E.

Public Works Committee June 18, 2024

City Council July 3, 2024



CONSTRUCTION MANAGEMENT TEAM STRUCTURE

Full Time CM Team

Resident Engineer

Construction Oversight / Manager Serving
as an Extension of City Staff



Construction Inspector

Daily on-site inspection and reporting of
construction activities per requirements



Part Time CM Team

Documentation Specialist

Tracking and auditing of all construction
documentation



Subcontracted CM Services

Construction Material Testing

Tests construction materials to ensure
conformance to requirements



Public Outreach Support

Assistance with public outreach necessary
during construction

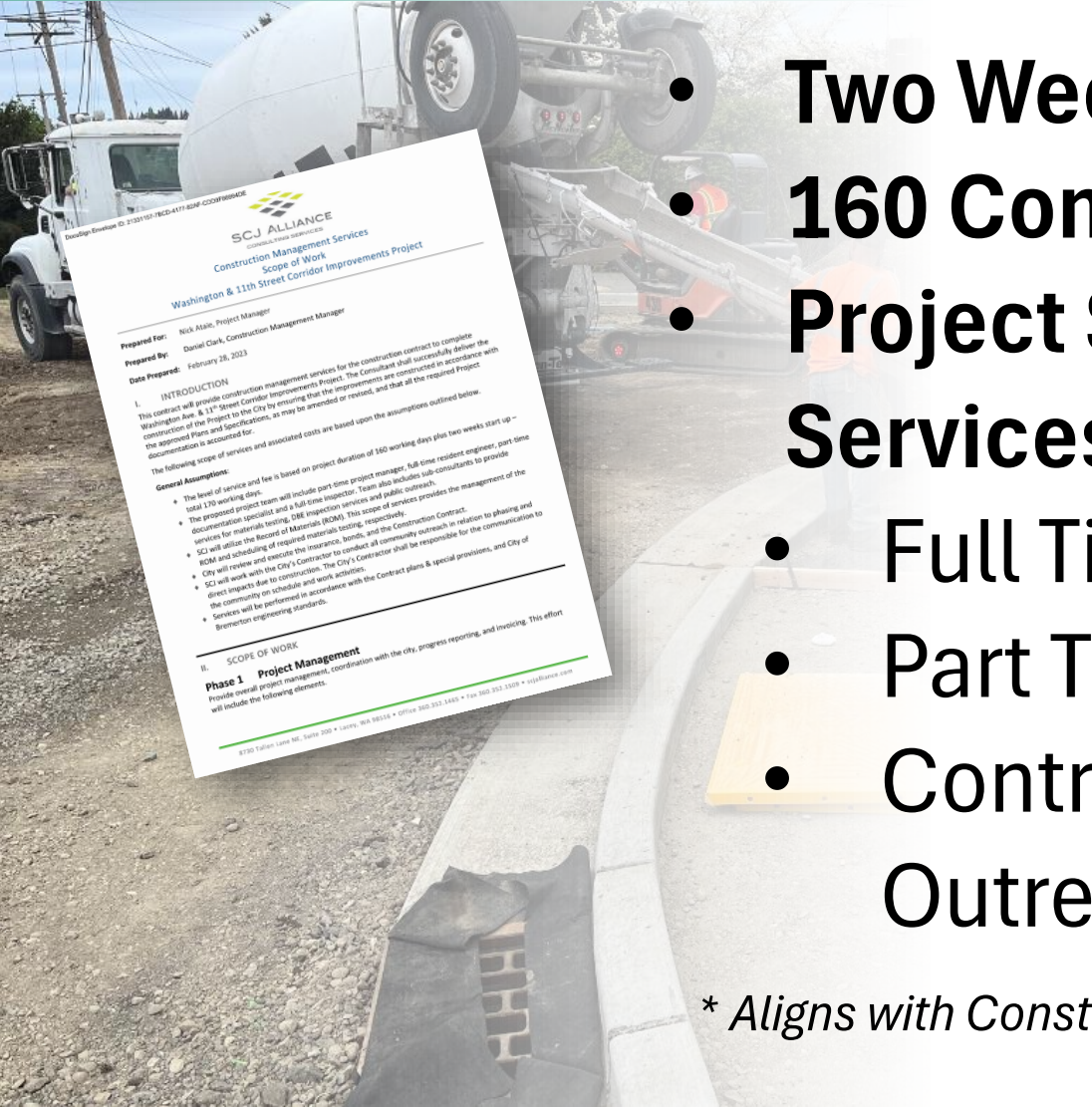




ORIGINAL CONTRACT TERMS

- **Two Weeks Project Start Up**
- **160 Contractor Working Days ***
- **Project Staffing Plan (Performing Scoped Services)**
 - Full Time Resident Engineer & Inspector
 - Part Time Documentation Specialist
 - Contracted Materials Testing & Public Outreach

** Aligns with Construction Contract Assumptions at time of contracting (Early 2023)*





UNANTICIPATED EVENTS IMPACTING CONTRACT WITH SCJ ALLIANCE



SCJ Alliance Indirect Cost Rate (ICR) Increase

- Audited Rate increased by 14.22% for FY 2022 (July 2022 – June 2023)
- Required use of Management Reserve per contract terms (\$28,185.09)

Lower Washington Ave Construction (Fall 2023)

- 14 additional working days granted to contractor for unforeseen conditions during reconstruction of Lower Washington Ave
- Significant change management efforts during phase of construction

Temporary Winter Work Suspension (Winter 2023 / 2024)

- Impacted by delayed bidding and construction award
- Required part-time construction management activities through suspension

Unanticipated Work Past Construction Substantial Completion

- Delays in procurement of light fixtures will extend final completion



CONTRACT MODIFICATION SCOPE OVERVIEW

Increased Contract Inspection Time

- 14 additional inspection days and minor inspection needs after substantial completion of the project *

Increased Resident Engineer & Documentation Time

- Additional time associated with actual contract duration beyond estimated duration *
- Accounts for actual (unanticipated and required) expenditures by SCJ Alliance during temporary winter work suspension

Increased Project Management Cost & Expenses

- Additional time and expenses for SCJ Alliance management of contract beyond estimated duration

* *City staff to lead construction management with limited SCJ Alliance support between substantial completion and final project acceptance / close out*





CONTRACT MODIFICATION FINANCIAL OVERVIEW

- **SCJ Alliance Contract Modification No. 1**

\$715,438.85	(Original Contract)
\$109,384.09	(Contract Modification)
<hr/>	
\$824,822.94	(New Contract Value)

- **Funding for this Contract Modification is available in the capital budget for the project ***

** Additional construction management costs may be partially reimbursable through current project federal grant subject to fund availability and approval by WSDOT at project close out*

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D10

SUBJECT:

Construction Contract with Tucci & Sons,
Inc. for Anderson Creek Dam Removals
Project

Study Session Date:	<u>June 26, 2024</u>
COUNCIL MEETING Date:	<u>July 3, 2024</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>David Dinkuhn</u>
Phone:	<u>(360) 473-5331</u>

SUMMARY:

This Contract provides for the improvement of the west and east forks of Anderson Creek. Work includes removal of existing dams and stream channel construction, installation and maintenance of erosion and sediment controls. Four bids were received and were opened on May 30, 2024. Tucci & Sons, Inc. was the lowest responsive bidder with a total bid in the amount of \$1,391,656.81 (including sales tax).

ATTACHMENTS:

- 1) Contract
- 2) Vicinity Map
- 3) Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): Project is included in the 2024 Water budget.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the contract with Tucci & Sons, Inc. in the amount of \$1,391,656.81 (including sales tax) for the Anderson Creek Dam Removals 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 Documents For

Anderson Creek Dam Removals Project

City of Bremerton Project No. 4571

Public Works Trust Fund (PWTF) Loan No. PC23-96103-114

Bid Opening:

11:00 a.m., May 30, 2024

City Clerk's Office, City Hall
345 Sixth Street, Suite 600
Bremerton, WA 98337-1873

Contact Person:

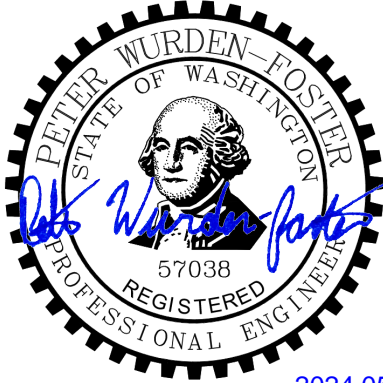
David Dinkuhn, P.E.
Public Works & Utilities
345 Sixth Street, Suite 100
Bremerton, WA 98337-1873
Tel: (360) 473-5331

david.dinkuhn@ci.bremerton.wa.us

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CERTIFICATE OF ENGINEER

The technical material and data contained in these Specifications for the Anderson Creek Dam Removals Project were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



2024.05.07

Prepared by: Peter Wurden-Foster, PE
Natural Resources Practice Lead,
Osborn Consulting

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PART I
BIDDING REQUIREMENTS AND CONTRACT FORMS

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NOTICE INVITING BIDS
for
Anderson Creek Dam Removals Project
City of Bremerton, Washington

NOTICE INVITING BIDS

RECEIPT OF BIDS: Sealed Bids for the ANDERSON CREEK DAM REMOVALS PROJECT will be accepted by mail (Attn: Angela Hoover), or in person by the City Clerk or designated staff on May 30, 2024 between 10:30 a.m. and 11:00 a.m. in the lobby of the Norm Dicks Government Center (6th Street entrance) located at 345 6th Street, Suite 100, Bremerton, WA 98337.

Prospective bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the City of Bremerton.

OPENING OF BIDS: The bids will be publicly opened on May 30, 2024 at 11:00 a.m. PDT.

COMPLETION OF WORK: The WORK must be completed within one hundred and five (105) working days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: This Contract provides for the improvement of the west and east forks of Anderson Creek. Work includes removal of existing dams and stream channel construction, installation and maintenance of erosion and sediment controls; excavation; landscape restoration, temporary traffic control all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Engineer's Estimate range for this project is \$1.8 to \$2.0 million. All work shall be performed in accordance with the Contract Plans, these Contract Provisions, and the latest edition of the WSDOT/APWA Standard Specifications.

PROJECT PERMITS: Project permits listed in Section 1-07.6 of the Special Provisions will be obtained by the Contracting Agency and provided when available.

MANDATORY PRE-BID SITE WALK: A mandatory pre-bid site walk will be scheduled on May 16, 2024 from 10:00 a.m. to 11:30 a.m. Interested Bidders shall meet the City's project contact, David Dinkuhn, at the project site adjacent to 4406 Riflebird Place SW, Port Orchard, WA.

PREVIEWING CONTRACT DOCUMENTS: Contract Documents may be previewed at the ARC Document Solutions Public Planroom, <https://www.e-arc.com/location/tacoma/> under the heading Planrooms, select Public Planroom. Select the Project Number to enter the Project, click on the cart icons to select the files you would like to download, and click on instant download. Create a free account if you don't already have one – this will automatically place you on the planholder's list.

PURCHASING CONTRACT DOCUMENTS: The Contract Documents may be ordered and purchased from ARC Document Solutions in Seattle, WA. Payment is typically cost of reproduction (non-refundable). Contact Bid Services at ARC in Tacoma P: (253) 383-6363; F:

(253) 272-4064; Email: Tacoma.Bidservices@e-arc.com to request a set prior to pick-up. Bid documents will be available beginning **May 9, 2024**.

PROPOSALS: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing bids shall be entitled: **Anderson Creek Dam Removals Project**.

PROPOSAL BOND: Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. The failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

CONTRACT BOND: The successful bidder will also be required to provide a Performance Bond for 100 percent of the Contract Price. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bremerton.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of seventy-five (75) calendar days from the date of bid opening.

WAGE RATES: The attention of Bidders is directed to the requirements and conditions of employment to be observed and the minimum wage rates to be paid under the Contract.

PROJECT FUNDING: This project is funded/partially funded, through the Washington State Public Works Trust Fund (PWTF) Loan program. PWTF requirements and provisions must be met by general contractors and all subcontractors.

PROJECT ADMINISTRATION: All communications relative to this WORK prior to opening bids shall be directed to:

Communication by phone/email:

David Dinkuhn, P.E.
Telephone: (360) 473-5331
david.dinkuhn@ci.bremerton.wa.us

CITY'S RIGHTS RESERVED: The City of Bremerton reserves the right to reject any and all bids on any or all schedules or alternates or to waive any informalities in the bidding and shall determine which bid or bidders is the most satisfactory and responsible bidder and shall be the sole judge thereof.

No plea of mistake in the bid shall be available to the bidder for the recovery of his/her deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

PUBLIC DISCLOSURE: All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to this Notice Inviting Bids, become the property of the City and are subject to the disclosure provisions of the Washington Public Records Act. Submittals shall become property of the City and considered public documents under applicable Washington State laws. All documentation provided to the City may be subject to disclosure in accordance with Washington State public disclosure laws.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting

on behalf of the Contractor 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.

TITLE VI STATEMENT:

The City of Bremerton, in accordance with the provisions of Title vi of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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.

Published:

Daily Journal of Commerce: May 9, 2024

Kitsap Sun: May 9, 2024

END OF NOTICE INVITING BIDS

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BIDDER'S CHECKLIST

This section lists the contract forms required for this project. The bidder's attention is especially directed to the forms that must be executed in full as required and submitted with the bidder's bid. These are indicated as follows in the section titled "Bid Documents."

BID DOCUMENTS

These documents must be executed and submitted to the City with your bid, no later than the designated bid closing date and time. Bids that do not include all of the required forms, properly completed, may be declared unresponsive.

1. Proposal Bond
2. Non-Collusion Affidavit
3. Local Agency Subcontractor List
4. Contractor's Registration
5. Certification of Compliance with Wage Rate Statutes
6. Bid Proposal Form
7. Bid Certificate
8. Information Required of Bidder
9. Proposal for Incorporating Recycled Materials into the Project

Documents to be Executed by the Successful Bidder

The following forms are to be executed after the contract is awarded. These forms must be submitted within five (5) calendar days after the date of Notice of Award of Contract.

1. Contract
2. Contract Certificate
3. Performance Bond (Bond is for 100% of the Contract Amount)
4. Payment Bond (Bond is for 100% of the Contract Amount)
5. Insurance Certificates

Documents to be Executed Prior to Work

The following form is to be executed prior to first payment:

1. Statement of Intent to Pay Prevailing Wages, Department of Labor and Industries (obtain instructions and form at <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work>)

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**SUBMIT THE ENCLOSED
PROPOSAL BOND WITH YOUR
PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR BID
TO REJECTION**

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Tucci & Sons, Inc.

of Tacoma, WA as principal, and the Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the state of Connecticut,

and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Bremerton in the full sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

Anderson Creek Dam Removals Project No. 4571

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposed bid by said principal be accepted, and the Contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the City of Bremerton within a period of five (5) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 30th day of May, 2024.

Tucci & Sons, Inc.

(Principal)

Travelers Casualty and Surety Company of America

(Surety)

Julie A. Craker, (Attorney-in-fact)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Julie A. Craker** of **TACOMA**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of May, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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LOCAL AGENCY SUBCONTRACTOR LIST

Local Agency Name CITY OF BREMERTON
Local Agency Address 345 6TH ST, SUITE 100 BREMERTON, WA 98337

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended
To Be Submitted with the Bid Proposal

Project Name ANDERSON CREEK DAM REMOVALS PROJECT

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name	N/A
Work to be performed	ELECTRICAL
Subcontractor Name	
Work to be performed	
Subcontractor Name	N/A
Work to be performed	HVAC
Subcontractor Name	
Work to be performed	
Subcontractor Name	N/A
Work to be performed	PLUMBING
Subcontractor Name	
Work to be performed	
Subcontractor Name	<i>Type Concrete Construction, Inc.</i>
Work to be performed	REBAR
Subcontractor Name	
Work to be performed	
Subcontractor Name	N/A
Work to be performed	STRUCTURAL STEEL
Subcontractor Name	
Work to be performed	

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A
Revised 06/2020

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CONTRACTOR'S REGISTRATION

Name: TUCCI & SONS, INC.

Address: 4224 WALLER RD

TACOMA, WA 98443

Employer's Identification Number
(Employer social security number, not your
personal social security number): 91-0534168

Employment Security Department Number: 107832-00-2

Washington Industrial Insurance Number: 700,260-00

Washington State Excise Tax Registration
Number: C278021315

Washington State Contractor's Registration
Number/Expiration Date: TUCCIS*379N0 | JANUARY 14, 2026

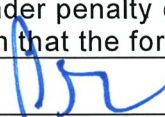
City of Bremerton Business License Number: 33283

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

"I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: MAY 30, 2024
Print Name and Title: MICHAEL F. TUCCI, PRESIDENT	Location or Place executed: (City, State) TACOMA, WA

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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Bid Proposal

Anderson Creek Dam Removals Project

Project No. 4571

BID TO: City of Bremerton (Washington) Department of Public Works and Utilities

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled **Anderson Creek Dam Removals Project**.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

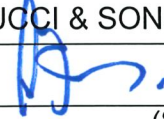
Number N/A Date N/A

Failure to acknowledge all addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Proposal Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Proposal Forms.

NOTE: Prices for all items, all extensions and total amount of bid must be shown in the Proposal Forms. Show prices in figures.

Dated: MAY 30, 2024 Bidder: TUCCI & SONS, INC.
By: 
(Signature)
Title: PRESIDENT

PROPOSAL FORM

ANDERSON CREEK DAM REMOVALS PROJECT

Sales Tax – Sales taxes shall be paid in accordance with Special Provisions Section 107.2(2)
 State Sales Tax – Rule 170.

Date: MAY 30, 2024 , 2024

Item No.	Spec Section / Std Item	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
1	1-04	Minor Change	1	FA	\$60,000	\$60,000
2	1-05	Contractor-Provided Survey	1	LS	\$35,000	\$35,000
3	1-07	Stormwater Pollution Prevention Plan (SWPPP) & Implementation	1	LS	\$500	\$500
4	1-07	SPCC Plan	1	LS	\$250	\$250
5	1-09	Mobilization	1	LS	\$96,000	\$96,000
6	1-10	Project Temporary Traffic Control	1	LS	\$1,500	\$1,500
7	2-01	Clearing and Grubbing	1.8	AC	\$15,000	\$27,000
8	2-02 SP	Removing Chain Link Fence	170	LF	\$13	\$2,210
9	2-02 SP	Removing Cement Concrete Dam (East Fork)	675	TN	\$80.00	\$54,000
10	2-02 SP	Removing Cement Concrete Dam (West Fork)	525	TN	\$80.00	\$42,000
11	2-02 SP	Removing and Replacing Bollards	3	EA	\$250	\$750
12	2-02 SP	Removing Cement Concrete Pavement, Sidewalk, Curbs, and Gutters	1	LS	\$2,500	\$2,500
13	2-03	Common Borrow Incl. Haul	75	CY	\$100	\$7,500
14	2-03 SP	Channel Excavation	1,172	CY	\$62.50	\$73,250
15	2-03 SP	Embankment Compaction	1,172	CY	\$40.00	\$46,880
16	2-08 SP	Unsuitable Streambed Material Removal	186	CY	\$250.00	\$46,500
17	2-08 SP	Dewatering	1	LS	\$20,000	\$20,000
18	4-04	Crushed Surfacing Base Course	791	TN	\$45	\$35,595
19	5-04	HMA CL 1/2-IN PG 58H-22	57	TN	\$250	\$14,250
20	5-04	Planing Bituminous Pavement	504	SY	\$10	\$5,040
21	8-01 SP	ESC Lead	1	LS	\$1,000	\$1,000
22	8-01 SP	Coir Erosion Control Blanket	2,086	SY	\$6.25	\$13,037.50
23	8-01 SP	Stabilized Construction Entrance	237	SY	\$40	\$9,480
24	8-01 SP	High Visibility Fencing	4,516	LF	\$6.75	\$30,483
25	8-01 SP	Sediment Mat	2	EA	\$675.00	\$1,350
26	8-01 SP	High Visibility Silt Fence	630	LF	\$7.35	\$4,630.50
27	8-02 SP	Topsoil Type B	0.7	AC	\$187,000	\$130,900.00
28	8-04	Cement Concrete Traffic Curb and Gutter	22	LF	\$30	\$660

Item No.	Spec Section / Std Item	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
29	8-06	Cement Concrete Driveway Entrance	150	SY	\$ 45 ⁻	\$ 6750 ⁻
30	8-15 SP	Quarry Spalls	182	TN	\$ 110 ⁻	\$ 20020 ⁻ <i>PT 20020⁻</i>
31	8-31 SP	Temporary Quarry Spall Mat	2	EA	\$ 575.00	\$ 1,150.00
32	8-31 SP	Temporary Stream Diversion	1	LS	\$ 110,000	\$ 110,000
33	8-31 SP	Fish Exclusion	1	LS	\$ 22,000	\$ 22,000
34	8-33 SP	Deformable Grade Control Structure	9	EA	\$ 1650 ⁻	\$ 14850 ⁻
35	8-33 SP	30' Log with Rootwad DBH 22"	2	EA	\$ 3500 ⁻	\$ 7000 ⁻
36	8-33 SP	30' Log with Rootwad DBH 18"	2	EA	\$ 3300 ⁻	\$ 6600 ⁻
37	8-33 SP	25' Log with Rootwad DBH 18"	2	EA	\$ 2000 ⁻	\$ 4000 ⁻
38	8-33 SP	25' Log with Rootwad DBH 12"	6	EA	\$ 1750 ⁻	\$ 10500 ⁻
39	8-33 SP	15' Log with Rootwad DBH 12"	2	EA	\$ 1200 ⁻	\$ 2400 ⁻
40	8-33 SP	20' Log without Rootwad DBH 18"	7	EA	\$ 1000 ⁻	\$ 7000 ⁻
41	8-33 SP	25' Log without Rootwad DBH 12"	5	EA	\$ 950 ⁻	\$ 4750 ⁻
42	8-33 SP	20' Log without Rootwad DBH 12"	18	EA	\$ 750 ⁻	\$ 13500 ⁻
43	8-33 SP	20' Log without Rootwad DBH 8"	8	EA	\$ 550 ⁻	\$ 4400 ⁻
44	8-34 SP	Streambed Sediment	259	TN	\$ 80.00	\$ 20,720
45	8-34 SP	Streambed Cobbles 10-inch	91	TN	\$ 80.00	\$ 7,280
46	8-34 SP	Habitat Boulder (Type 3)	14	EA	\$ 650 ⁻	\$ 9100 ⁻
47	8-36 SP	Concrete Blocks	7	EA	\$ 500 ⁻	\$ 3500 ⁻
48	9-14	PSIPE Shrub, #1 container	3,639	EA	\$ 25.00	\$ 90,975.00
49	9-14	PSIPE Conifer, 6' ht. min.	141	EA	\$ 350.00	\$ 49,350.00
50	9-14	PSIPE Deciduous, 1-1/2" Caliper	36	EA	\$ 600.00	\$ 21,600.00
51	9-14	Wood Chip Mulch	1.4	AC	\$ 45,000	\$ 63,000
52	9-14 SP	Trunk Wrap	39	EA	\$ 300.00	\$ 11,700
SUBTOTAL (BID ITEMS 1-52)						\$ 1,274,411.00
Sales Tax (9.2%)						\$ 117,245.81
TOTAL (BID ITEMS 1- 52 plus Sales Tax):						\$ 1,391,656.81

END OF PROPOSAL FORM

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BID CERTIFICATE

(if Corporation)

STATE OF WASHINGTON

) ss.

COUNTY OF PIERCE

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
TUCCI & SONS, INC.

a corporation existing under the laws of the State of WASHINGTON, held on
DECEMBER 14, 2023, the following resolution was duly passed and adopted:

“RESOLVED, that MICHAEL F. TUCCI, as

President of this Corporation, be and is hereby authorized
to execute the Bid dated MAY 30, 2024, to the **City of Bremerton** by
this Corporation and that his/her execution thereof, attested by the Secretary of this
Corporation, and with the Corporate Seal affixed, shall be the official act and deed of
this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 30TH, day of MAY, 2024.



ASST (Secretary)

(SEAL)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete these items will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the CITY.

- (1) CONTRACTOR's Name and Address: TUCCI & SONS, INC.
4224 WALLER RD
TACOMA, WA 98443
- (2) CONTRACTOR's Telephone No.: (253) 922-6676
CONTRACTOR's Fax No.: (253) 922-2676
- (3) CONTRACTOR's License: Primary Classification GENERAL CONTRACTING
State License No. and Expiration Date: TUCCIS*379N0
Specialty Classifications Held (if any): _____
Name of Licensee, if different from (1) above: N/A

- (4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: TRAVELERS CASUALTY & SURETY COMPANY
ONE TOWER SQUARE, HARTFORD, CT 06183
HENTSCHELL & ASSOCIATES
1436 S. UNION AVE, TACOMA, WA 98405
(253) 272-1151
- (5) Name and position of person(s) who attended the pre-bid visit to the work site (if any):

MATT PAVOLKA, ESTIMATOR

(6) ATTACH TO THIS BID a list of three (3) projects completed by the Contractor, that are similar to **Anderson Creek Dam Removals Project** in nature, value and complexity of work. The three (3) projects must have been completed under the bidder's name as the prime (general) contractor within the last 10 years. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address, and telephone number of architect or engineer.
- Name of owner's project engineer.
- List of Major Equipment.
- Years in business under current name.
- Contracts now in hand, gross amount.



May 30, 2024

City Clerk
City of Bremerton
345 6th St., Suite 100
Bremerton, WA 98337

Re: Project Number: 4571, PWTF Loan No. PC23-96103-114
Subject: BID – Information Required of Bidder, Item No. 6

Tucci&Sons Inc

Dear City Clerk,

In accordance with the requirements listed in No. 6 on the Information Required of Bidder Form, Tucci & Sons, Inc. has included the following documents and information.

1. Past projects list: see attachment 1
2. List of Major Equipment: see attachment 2
3. Years in business under current name: 70+
4. Contracts now in hand, gross amount: \$200 Million

Sincerely,
TUCCI & SONS, INC.

Michael F. Tucci
President

**PAST PROJECTS**

Project: 212 I-5 (SR510 TO SR512) ITS RAMP REVISIONS
Owner: WSDOT
Owner Address: 6610 16TH STREET EAST, SUITE B
FIFE, WA 98424
Owner Contact Person: GAIUS SANOY
Owner Phone: (253) 365-6750
Project Location: I-5, MP109.87 TO MP118.40, TACOMA
Description of Work: I-5 in Thurston and Pierce Counties, MP109.87 to MP118.40, by installing ramp meters, ITS equipment, variable message signing including one cantilever sign structure, grading, surfacing, paving, TESC, seeding, drainage (culvert), signing, and traffic control.
Contract Amount: \$2,398,281.88
Completion Date: 10/31/2014
Architect / Engineer: WSDOT
Architect / Engineer Address: PO BOX 47354
OLYMPIA, WA 98504
Architect / Engineer Contact Person: KEVIN DAYTON, PE
Architect / Engineer Phone: (253) 365-6750

Project: 213 NISQUALLY TO PARADISE ROAD
Owner: USDOT - FEDERAL HIGHWAY ADMINISTRATION
Owner Address: 610 EAST FIFTH STREET
VANCOUVER, WA 98661
Owner Contact Person: JENNIFER CORWIN
Owner Phone: (360) 619-7623
Project Location: MT. RAINIER NATIONAL PARK (6 MILES FROM ASHFORD)
Description of Work: Mill and overlay of WMA, grading, base, paving, roadway stabilization, utilities, stone masonry, and drainage of approximately 14-miles east of Elbe, WA in Pierce County and Lewis County, located in Mount Rainier National Park. Work also included replacement of 18-inch, 24-inch, 36-inch and 132-inch pipe culverts, 6-foot span, 4-foot rise precast reinforced concrete box culvert, removal and repair of concrete and asphalt curbs, removal and replacement of concrete barriers and guardrails, new stone masonry headwall, and traffic signal system.
Contract Amount: \$10,646,011.2
Completion Date: 7/13/2015
Architect / Engineer: USDOT - FEDERAL HWY ADMINISTRATION
Architect / Engineer Address: PO BOX 189
EATONVILLE, WA 98328
Architect / Engineer Contact Person: MARTY FLORES
Architect / Engineer Phone: (360) 609-0139



Project: 301 Manson - Pier 4 Phase 2 Reconfiguration
Owner: Port of Tacoma
Owner Address: One Sitcum Plaza
Tacoma, WA
Owner Contact Person: Stan Ryter
Owner Phone: (253) 383-9408
Project Location: Port of Tacoma
Description of Work: Selective pier, pavement, building and utility demolition, stone column installation, dredging and open water disposal of approx 465,000CY of material, slope protection installation, construct wharf
Contract Amount: \$1,239,653
Completion Date: 9/8/2018
Architect / Engineer: KPFF
Architect / Engineer Address: 2407 North 31st Street, Suite 100
Tacoma, WA 98407
Architect / Engineer Contact Person:
Architect / Engineer Phone: (253) 396-0150

Project: 449 WAPATO CREEK BRIDGE AND CULVERT REMOVAL
Owner: PORT OF TACOMA
Owner Address: ONE SITCUM PLAZA
TACOMA, WA 98421
Owner Contact Person: STAN RYTER
Owner Phone: (253) 396-0150
Project Location: PORT OF TACOMA, 1101 PORT OF TACOMA DRIVE
Description of Work: HMA PAVING
Contract Amount: \$75,810
Completion Date: 1/25/2021
Architect / Engineer: KPFF
Architect / Engineer Address: 2407 NORTH 31ST STREET, SUITE 100
TACOMA, WA 98407
Architect / Engineer Contact Person: SCOTT KUEBLER
Architect / Engineer Phone: (253) 396-0150



Project: **521 LAKE HELENA | WICKS LAKE RD CULVERT REPLACEMENTS**

Owner: KITSAP COUNTY

Owner Address: 507 AUSTIN AVENUE
PORT ORCHARD, WA

Owner Contact Person: THERESA SMITH

Owner Phone: (360) 337-4556

Project Location: LAKE HELENA RD | WICKS RD

Description of Work: REPLACEMENT OF TWO EXISTING CULVERT AND OVERFLOW PIPE CONSISTING OF A 36-INCH DIAM CMP AND A 36-INCH DIAM ADS UNDER WICKS LAKE RD SW AND A 36-INCH DIAM CMP CULVERT UNDER SW LAKE HELENA RD, WITH TWO FISH PASSABLE THREE-SIDED CONCRETE BOXES IN SOUTH KITSAP COUNTY.

Contract Amount: \$1,024,287.33

Completion Date: 8/31/2023

Architect / Engineer: KITSAP COUNTY

Architect / Engineer Address: 507 AUSTIN AVENUE
PORT ORCHARD, WA

Architect / Engineer Contact Person: THERESA SMITH

Architect / Engineer Phone: (360) 337-4556

Equipment Rental Rate Schedule



Tucci & Sons Inc
4224 Waller Road • Tacoma, WA 98443
P (253) 922-6676
F (253) 922-2676

No. of Units	Notes	Description of Equipment	Rate per Hour	No. of Units	Notes	Description of Equipment	Rate per Hour
1	A	Hydraulic Excavator, Cat 385		14		Dump Truck, 11 Cubic Yards	
1	A	Hydraulic Excavator, Cat 375		14		Dump Truck with Dump Trailer, 22 Cubic Yards	
1	A	Hydraulic Excavator, Cat 245, Magnum Boom		6		Dump Truck with Transfer Trailer, 22 Cubic Yards	
4		Hydraulic Excavator, Cat 345, Cat 235		1		Tractor and Double Belly Dump, 24 Cubic Yards	
2		Hydraulic Excavator, Cat 325		5		Water Tank Truck, 3500 Gallons	
2		Hydraulic Excavator, Cat 320		1		Oil Distributor Truck	
1		Hydraulic Excavator, Cat 314		2		Heavy Equipment Hauler with Driver (Job Related)	
2		Hydraulic Mini Excavator, Cat 305				Foreman & Utility Truck (Incl. Small Tools)	
5		Thumb Attachment for Hydraulic Excavator				Mechanic and Mechanic Crane Truck with Tools	
1		Swivel Attachment for Hydraulic Excavator				Manhole Builder and Specially Equipped Truck	
2		Compactor Attachment for Hydraulic Excavator				Asphalt Crew Truck and Utility Trailer	
7		Rubber Tired Backhoe, Cat 430, Cat 436				Utility Truck, Bare	
7		Compactor Attachment for Rubber Tired Backhoe				Traffic Control Supervisor with Truck	
2		Trench Conveyor, Kros 48R (w/o Operator)				Operator Only	
2		Rubber Tired Front End Loader, Cat 980				Oiler or Grade Checker	
1		Rubber Tired Front End Loader, JD 824				Laborer Only	
4		Rubber Tired Front End Loader, Cat 966				Flagger	
4		Rubber Tired Front End Loader, JD 624				Operator/ Laborer Overtime Excess Rate, Time and a Half	
1		Landscape Loader, JD 210 with Gannon Box				Operator/ Laborer Overtime Excess Rate, Double Time	
1		Skid Loader, Bobcat 730					
1		Motor Grader, Cat 14				Description of Equipment	
4		Motor Grader, Cat 140				GPS Grade and Machine Control System	
6		Scraper, Cat 631				Laser Instrument	
4		Scraper, Self Loading, Cat 623				Portable Truck Wheel Wash System	
2	B	Dozer, Cat D-9				Portable Water Dop Tank, 12,500 Gallon	
2	B	Dozer, Cat D-8				Portable Sedimentation Tank	
1		Dozer, Wide Track, Cat D-6				Trailer Mounted Water Tank	
1	B	Dozer, Cat D-6				Compressor, Jackhammer and Accessories	
1	B	Dozer, JD 650				Tack Trailer or AR Sealing Trailer	
2	B	Dozer, JD 450, Cat D-3				Light Plant	
1		Dozer, Rubber Tired, Cat 824				Portable Generator	
3		Clearing Rake Attachment for Dozer				Steel/ Concrete Cut Off Saw, Chain Saw	
5		Roller, Vibratory Steel Wheel, Cat 563, Cat 533				Submersible Electric Pumps (per each), Gas Trash Pumps	
2		Roller, Pneumatic 25 Ton Rubber Tired, Dynapac				Walk Behind Compactor	
2		Roller, Paving, Dynapac CC-722, Ingersol DD-158				Plate Compactor, Jumping Jack Compactor	
2		Roller, Paving, Ingersol DD-110, Ingersol DD-90				Trench Box	
3		Roller, Paving, Ingersol DD-24, DD-30, DD-34				Steel Sheets (per each Sheet)	
1		Roller, Paving, 1 Ton Roll Pac				Variable Message Board	
3	A	Paving Machine, Cat, Ingersol, Road Tec				Sequential Arrow Sign	
1		Paving Transfer Machine, Blaw Knox				Truck Mounted Attenuator	
1	A	Road Widener, Midland				Traffic Barrel (per each)	
1		Power Broom, John Deere				Misc Traffic Control Devices	
2		Generator, 125 kw, 75 kw				Confined Space Entry Equipment	

Notes

- A - Price includes two operating engineers.
- B - Price of Ripper Teeth, if used, are extra.

Minimum Charge

There will be a FOUR HOUR minimum charge on all equipment per day. Operators will be charged out for either FOUR or EIGHT hours per day. There will be a TWO HOUR minimum charge on a water or oil truck.

Our Prices Include

Operator, Fuel, Maintenance, Insurance

Our Prices do not Include

Mobilization and Barricades

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT



APWA-WA Division 1 Committee

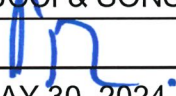
rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 1 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: TUCCI & SONS, INC.
Signature of Authorized Official: 
Date: MAY 30, 2024

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**CONTRACT DOCUMENTS
and
CONTRACT BOND FORMS**

**WILL BE PROVIDED
TO THE
SUCCESSFUL BIDDER ONLY**

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CONTRACT

(Page 1 of 4)

THIS AGREEMENT is dated the _____ day of _____ in the year 20__ by and between the **City of Bremerton** (hereinafter called CITY) and

(hereinafter called CONTRACTOR).

CITY 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 CITY's Contract Documents entitled **Anderson Creek Dam Removals Project**.

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Physical Completion within **105** working days after 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.

ARTICLE 3. LIQUIDATED DAMAGES.

CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.8 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in accordance with Section 1-08.9 of the Special Provisions after the date of Physical Completion for each phase.

ARTICLE 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2(2) of the Special Provisions.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

Contractor Initials

CONTRACT

(Page 2 of 4)

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following attachments to this Contract:

- Notice Inviting Bids,
- Bidders Checklist,
- Bid Proposal including the Proposal Forms, Information Required of Bidder, Bid Bond, and all required certificates and affidavits,
- Performance Bond,
- Payment Bond,
- Standard Specifications,
- Amendments to the Standard Specifications,
- Special Provisions,
- Appendices
- Contract Plans,
- Addenda numbers _____ to _____, 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 1-04.4 of the Standard Specifications which may be modified by the Special Provisions.

ARTICLE 7. INDEMNIFICATION.

The CONTRACTOR and CITY 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. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, subconsultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

Contractor Initials

CONTRACT

(Page 3 of 4)

ARTICLE 8. 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 CITY, 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 a subcontractors and suppliers.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor 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.

ARTICLE 10. 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.

Contractor Initials

CONTRACT

(Page 4 of 4)

CITY 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, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY : City of Bremerton

CONTRACTOR _____

By _____ By

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

Agent for service of process:

(Signature)

(Title)

CONTRACT CERTIFICATE

(if Corporation)

STATE OF)
) ss.
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on
_____, 20___, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as

_____ President of the Corporation, be and is hereby authorized
to execute the Agreement dated _____, 20___, by and between this
Corporation and the **City of Bremerton** and that his/her execution thereof, attested
by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the
official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____, day of _____, 20___.

(Secretary)

(SEAL)

PERFORMANCE BOND
(Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR,
and _____ as Surety,
are held and firmly bound unto **City of Bremerton** hereinafter called "OWNER," in the sum of
_____ dollars,

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled "**Anderson Creek Dam Removals Project**"; now, therefore,

In the event CONTRACTOR fails to timely or properly perform any of the requirements of the Contract Documents at the times and in the manner contained therein, the Surety shall be liable under this bond up to the amount of the bond for the full amount of the OWNER'S expenses to construct or repair all work as well as all loss, cost, expense or damage suffered by the OWNER in excess of the Contract amount due to the CONTRACTOR'S failure to comply with any contract or permit conditions or other applicable laws and regulations.

The Surety agrees that within 30 calendar days of receiving notice that the OWNER has declared a CONTRACTOR default and formally terminated the CONTRACTOR'S right to complete the Contract pursuant to its terms and conditions and that the CONTRACTOR has defaulted on all or part of the terms guaranteed by this bond, the Surety shall either:

1. Notify the OWNER in writing of its intent to cure the default itself within a reasonable period of time acceptable to the OWNER. The OWNER agrees to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract, or
2. Tender to the OWNER the demanded sum, up to the amount of the bond. However, if the amount necessary for the OWNER to cure the default is less than the amount tendered, the OWNER will return, without interest, any overpayment to the Surety.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

PERFORMANCE BOND
(Page 2 of 2)

The obligation of the Surety shall include reimbursing the City for all costs and expenses, (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court costs if litigation is commenced) incurred by the OWNER in enforcing the provisions of this Bond.

The CONTRACTOR hereby agrees that the CONTRACTOR'S obligation to perform the required work is not limited to the amount of funds held by the Surety. This bond is irrevocable and cannot be canceled by the Surety or the CONTRACTOR.

This bond shall remain in full force and effect for a period of one (1) year following final acceptance of the project by the City, and until the bond is released in writing by the OWNER at the written request of the Surety or CONTRACTOR.

IN WITNESS WHEREOF, we have hereunder set our hands and seals this _____ day of _____, 2024.

(SEAL)	(SEAL)
(CONTRACTOR)	(Surety)

By: _____	By: _____
(Signature and SEAL)	(Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Address of Surety to which all notices shall be sent: _____

Address of Surety for service of process:
(must be a physical address) _____

PAYMENT BOND
(Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS,

That _____ as CONTRACTOR,
and _____ as Surety,
are held and firmly bound unto **City of Bremerton** hereinafter called "OWNER," in the sum of

_____ dollars,

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed CONTRACT with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled "**Anderson Creek Dam Removals Project**"; now, therefore,

If said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the CONTRACT is hereby waived by said Surety.

The obligation of the Surety shall include reimbursing the City of all costs and expenses, (including, but not limited to fee and charges of engineers, architects, attorneys, and other professionals, and court costs if litigation is commenced) incurred by the OWNER in enforcing the provisions of this Bond.

PAYMENT BOND
(Page 2 of 2)

IN WITNESS WHEREOF, we have hereunder set our hands and seals this _____ day
of _____, 2024.

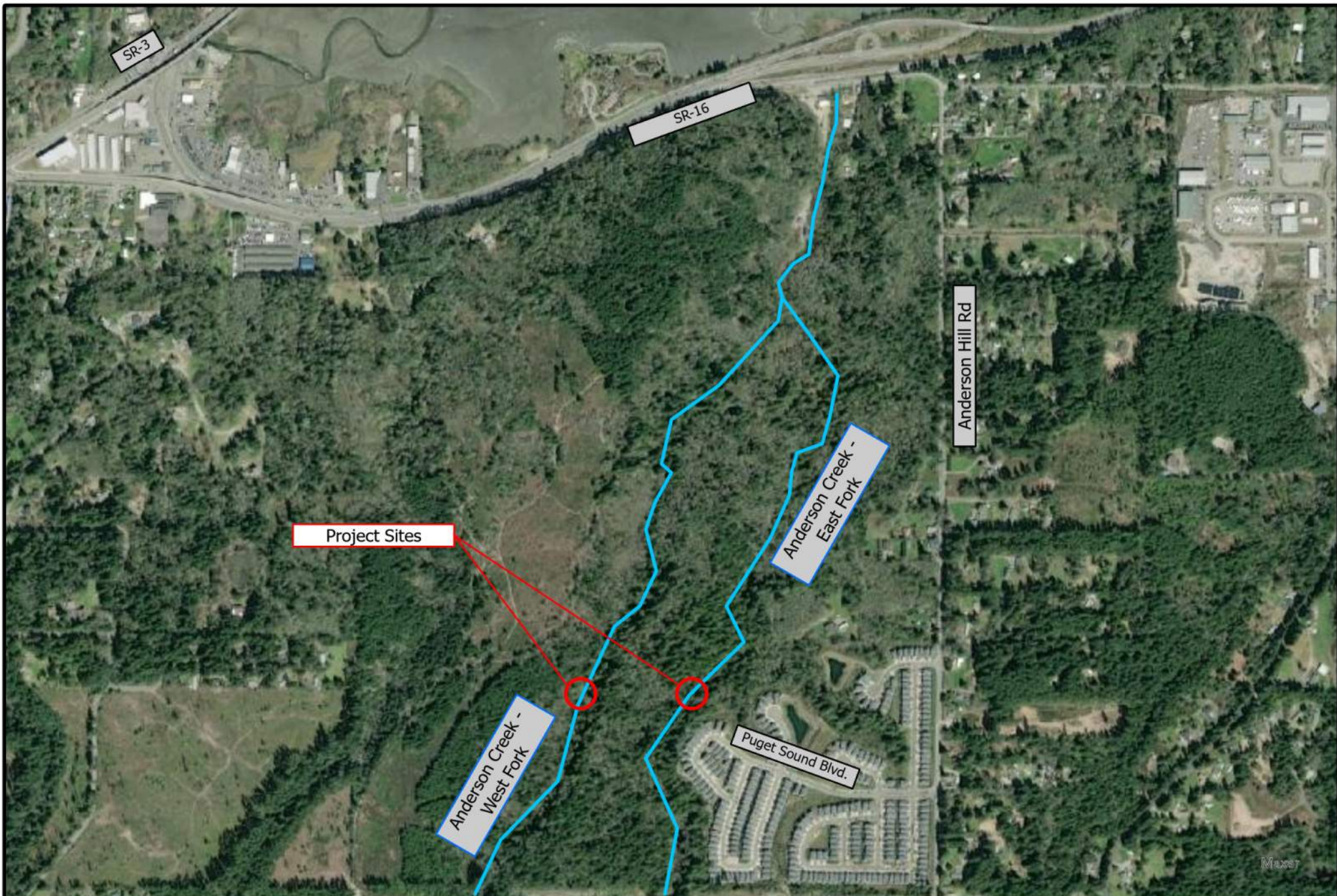
(CONTRACTOR)	(Surety)
By: _____ (Signature and SEAL)	By: _____ (Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Address of Surety to which all notices shall be sent: _____

Address of Surety for service of process:
(must be a physical address) _____

END OF CONTRACT FORMS



Drawing Scale
 Horiz. 1:15,000
 Drawing Name / #

City of Bremerton
 Department of Public Works & Utilities
 Engineering Division

Anderson Creek Dam Removals
 Vicinity Map

Drawn By BHM

Date 5/9/22

Design By GF

Checked By GF

Sheet 1 of 1

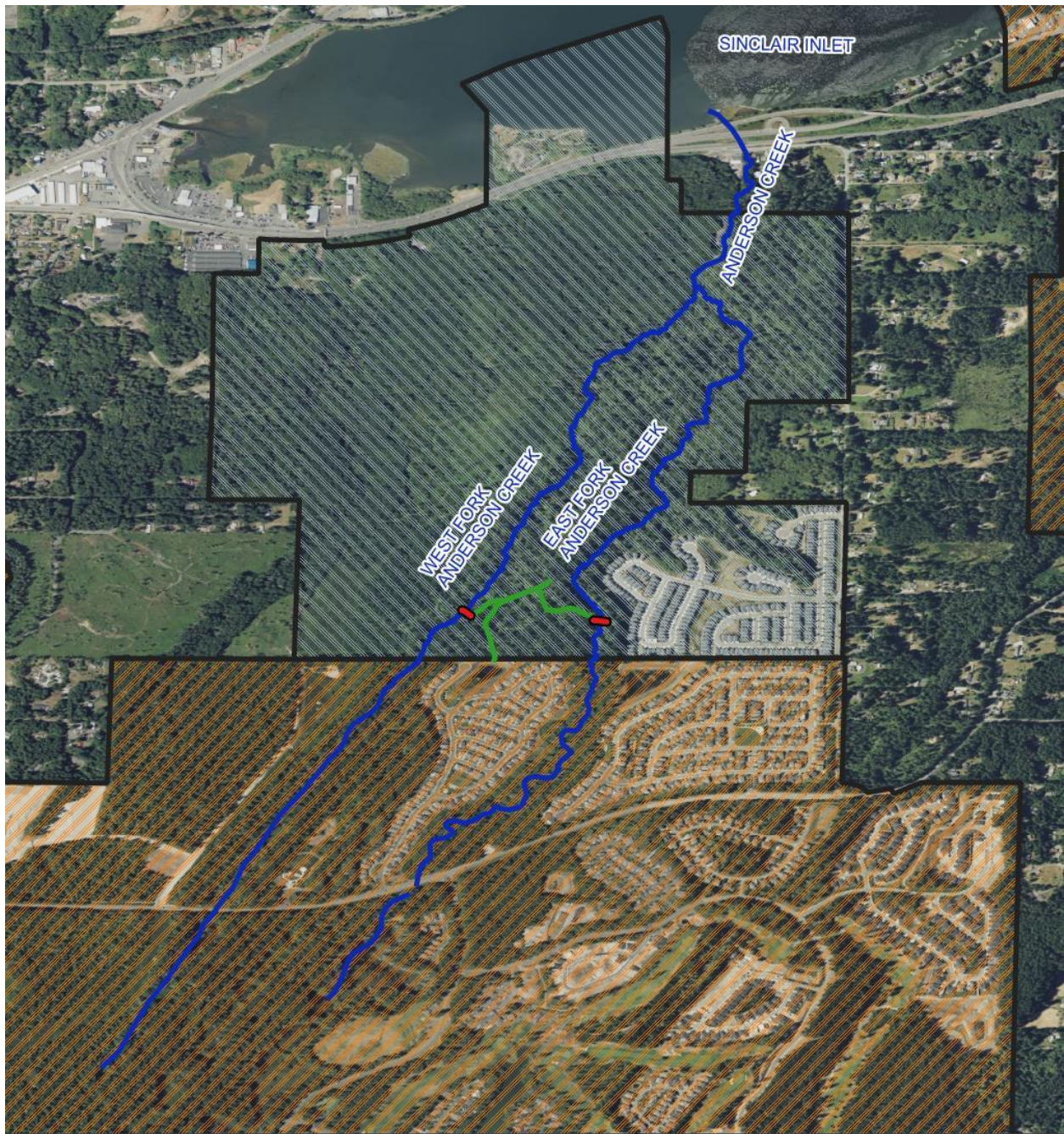
**CITY OF BREMERTON
BID TABULATION**

BID TITLE:	Anderson Creek Dam Removals Project		OPENED BY:	Angela Hoover
DATE OPENED:	5/30/2024	TIME OPENED:	11:00 Am	RECORDED BY: Noreen Bolo

NAME OF BIDDER	BOND	BASE BID + CONTINGENCY	SALES TAX	TOTAL
TUCCI & SONS, INC	✓			\$1,391,656.81
REED TRUCKING & EXCAVATING	✓			\$1,940,287.48
PARAGON NORTHWEST, LLC	✓			\$1,754,327.48
PORT MADISON CONSTRUCTION	✓			\$1,731,564.20

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)		\$	1,894,000
APPARENT LOW BIDDER	(TUCCI & SONS)	\$	1,391,656.81
SECOND LOW BIDDER	(PORT MADISON)	\$	1,731,564.20
THIRD LOW BIDDER	(PARAGON NW, LLC)	\$	1,754,327.48



	<p>Legend</p> <ul style="list-style-type: none"> Anderson Creek Dams Anderson Creek Access Trail <p>Stream labels</p> <ul style="list-style-type: none"> City of Bremerton City limits City of Port Orchard City Limits 	<p>PROJECT LOCATION MAP</p> <p>Anderson Creek Dam Removals WDFW Barrier Site ID's 998901 (West Fork), 998905 (East Fork) Bremerton, WA</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>BREMERTON WASHINGTON</p> </div> </div>
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**CITY OF BREMERTON
BID TABULATION**

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D11

SUBJECT:

Professional Services Agreement with
Parametrix for Central Bremerton Force
Main Replacement Detailed Design

Study Session Date:	<u>June 26, 2024</u>
COUNCIL MEETING Date:	<u>July 3, 2024</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>David Powell</u>
Phone:	<u>(360) 473-5268</u>

SUMMARY: Failure points along the Central Bremerton Force Main (CBFM) were discovered in December 2023. This critical force main conveys sewage from downtown Bremerton and the East half of the Puget Sound Naval Shipyard to the wastewater treatment plant. The City immediately requested proposals from six qualified engineering firms for a preliminary engineering analysis of the CBFM. The City selected Parametrix to prepare the initial analysis and to assist in determining the scope of work for detailed design to replace the failed section. The initial analysis is complete, the scope of construction has been determined, and the City has now received a proposal from Parametrix for the detailed design.

Parametrix will deliver bid-ready detailed design plans and specifications for construction of the project. The scope also includes field survey, permitting support, and support during the bidding process. There are provisions in the scope for Defense Community Infrastructure (DCIP) Grant assistance and assistance with NEPA environmental approvals if authorized by the City.

ATTACHMENTS: 1. Professional Services Agreement; and 2. Location Map

FISCAL IMPACTS (Include Budgeted Amount): This is an emergent project and was not programmed in the 2024 budget; \$800,000 is included in the 2024 mid-year budget adjustment. The initial contract with Parametrix was \$98,420.36 for preliminary design, and this contract for detailed design is for \$610,030.98. The construction cost is estimated to be \$7,194,000, and the total project cost including consultant costs plus City staff time and construction management is estimated at \$7,988,000. The City submitted a DCIP Grant on June 17, 2024 for \$7,145,000 to fund the construction. The City will receive notice of grant award in September 2024.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to award the Professional Services Agreement for Central Bremerton Force Main Replacement – Detailed Design to Parametrix in the amount of \$610,030.44, 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

PROFESSIONAL SERVICES AGREEMENT
Central Bremerton Force Main Replacement (Detailed Design) – Project No. 5890

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

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 12, 2024, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

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

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$613,002.20 Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

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

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

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

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City’s employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees,

agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

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

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

V. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. General Conditions:

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

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

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

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

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

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

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Puyallup, Seattle and Bremerton, Washington. Meetings with the City staff as described

in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

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

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

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

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

Notices to be sent to:

CITY:

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

Notices to be sent to:

CONSULTANT:

Attn: Ray Nickel
Parametrix, Inc.
60 Washington Ave, Suite 390
Bremerton, WA 98337

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CONSULTANT:

CITY OF BREMERTON

PARAMETRIX, INC

By: _____
Print Name: Greg Wheeler
Its: Mayor
Date: _____

By: _____
Print Name: Jack Wright
Its: Deputy Division Manager
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Kylie J. Finnell, Bremerton City Attorney

By: _____
Angela Hoover, City Clerk

EXHIBIT A
SCOPE OF WORK
CITY OF BREMERTON CENTRAL BREMERTON FM REPLACEMENT
CITY PROJECT NO. 5890
DETAILED DESIGN

June 12, 2024

INTRODUCTION

The City of Bremerton's Central Bremerton Force Main (CBFM) is a critical portion of its infrastructure and has recently experienced a failure requiring emergency repair. The 14-inch ductile iron pipe (DIP) force main carries flow from the City's CE-4 pump station and discharges into the City's Crosstown Pipeline. The failure occurred immediately west of the high point in the force main, near High Avenue and Gregory Way. Subsequent excavation revealed the entire top portion of the pipe had corroded away, leaving only the polyethylene bag around the pipe to contain the flow. Parametrix (Consultant) was contracted under City Project No. 5890 to assist the City in an alternative analysis to determine the portion of the force main to be replaced and what construction methods should be used for the replacement.

Alternative analysis resulted in a City decision to replace the entire force main east of the high point, from High Avenue to South Montgomery Avenue, and approximately 150-200 feet east of the high point, a total length of approximately 3100 feet. The decision not to replace the force main portion to the east was two-fold. Firstly, the eastern section flows continuously up hill and remains full of liquid. By comparison, the western portion flows downhill in a mostly open channel fashion with significant turbulence and a head of air that contains high levels of atmospheric H₂S. The H₂S causes severe corrosion conditions. Secondly, record drawings show the force main is cement lined west of the high point and polyethylene lined to the east. Cement lined pipes are known for susceptibility to H₂S related corrosion, whereas polyethylene lining provides both corrosion and wear resistance.

The alternative analysis, after reviewing various construction methods, which included pipe bursting, horizontal directional drilling, and open-cut replacement, as well as optional routes, concluded the force main should be replaced in its existing location with PVC C905 pipe. The new force main will be reconnected to the existing 6-inch Sch 80 PVC solvent welded vent pipe at its existing connection locations. A pair of large trees and stumps on the north side of Gregory Way will be removed as part of the project. To enable construction along the existing alignment a bypass will be provided at Burwell Street and Warren Avenue from the CBFM to the 15-inch gravity sewer in Warren Avenue. Connection to the sewer will use a wye downstream and north of the sewer maintenance hole (MH) at Burwell Street and Warren Avenue. Valves will be provided on the CBFM and the bypass connection pipe to temporarily reroute the flow. The bypass connection will be left in place after the project is complete to facilitate future maintenance of the CBFM.

Amendment 1 to Parametrix's contract for alternative analysis for City Project No. 5890 modifies the initial scope of work to provide a topographic survey of the force main replacement route and a NEPA evaluation memorandum.

The City plans to submit for a Defense Community Infrastructure Program (DCIP) grant as the force main includes a significant portion of its flow from the Navy. As part of Amendment 1 Parametrix is revising the purpose of its alternative analysis report so that it serves as the engineering report needed for the DCIP submittal.

This scope of work covers the Consultant's detailed design for the force main replacement as described above through the project bid period. Activities will be limited to this contract's budget and are summarized below.

SCOPE OF WORK

Task 1100 Project Management and Meetings

Approach:

1. Manage Consultant and subconsultant provided services.
2. Coordinate communication with City staff.
3. Provide monthly progress letters.
4. Attend 1-hour monthly Teams conference calls with the City as needed.
5. Prepare action, decision and change logs on a Parametrix provided SharePoint site.

Deliverables:

1. Progress letters.
2. Action, Decision, and Change Log(s)

Task 1200 Detailed Design

Approach:

1. Provide up to two site visits as needed.
2. Provide brief technical memorandum (up to 3 pages) summarizing reasons for selecting 18-inch diameter for the new force main, based on City provided flow projections.
3. Provide 30% design drawings.
4. Facilitate a 30% design review meeting (up to 2 hours with up to three Consultant staff at the City of Bremerton). Provide annotated or written responses to City review comments.
5. Provide 60% design drawings and specifications.
6. Facilitate a 60% design review meeting (up to 2 hours with up to three Consultant staff at the City of Bremerton). Provide annotated or written responses to City review comments.
7. Provide 90% design drawings and specifications.
8. Facilitate a 90% design review meeting (up to 2 hours with up to three Consultant staff on Teams). Provide annotated or written responses to City review comments.
9. After owner acquired permits are issued, provide bid ready design drawings and specifications.

Deliverables:

1. 30% drawings
2. 60% drawings and supplemental conditions specifications
3. 90% drawings and supplemental conditions specifications
4. Bid ready drawings and supplemental conditions specifications
5. Annotated or written responses to City review comments after 30%, 60%, and 90% submittals

Assumptions:

1. City to provide flow projects for sizing of the new force main.
2. Up to 34 drawings:
 - a. Cover sheet.
 - b. Key map and sheet index.
 - c. Abbreviations.
 - d. General notes.
 - e. Force main pedestrian and traffic control drawings will be 1" = 50' horizontal scale, resulting in up to 2 plan view drawings.

- f. Force main erosion and sedimentation control drawings will be 1" = 20' horizontal scale, resulting in up to 4 plan view drawings.
 - g. Force main plan and profile drawings will be 1" = 20' horizontal scale, resulting in up to 7 drawings.
 - h. Force main road restoration drawings will be 1" = 20' horizontal scale, resulting in up to 4 plan view drawings.
 - i. Force main landscaping, concrete walkway, concrete stairs and concrete sidewalk restoration drawing for area at 1912 Gregory Way where a pair of trees and stumps will be removed.
 - j. Bypass connection traffic control plan for night-time construction at Warren and Burwell
 - k. Bypass connection erosion and sedimentation control plan view drawing.
 - l. Bypass connection piping drawing.
 - m. Bypass connection road restoration plan view drawing.
 - n. Detail drawings will include the following:
 - i. Erosion and sedimentation control details
 - ii. Piping connection details
 - iii. Air gap chamber details
 - iv. Road restoration details (2 sheets)
 - v. Traffic control details (2 sheets)
 - vi. Landscape restoration details
3. Specifications will be based on WSDOT Standard Specifications.
 4. The City will provide appropriate staff at meetings in order to make needed decisions and provide review comments.

Task 1300 Right of Way Determination Survey

Subtask 1300.01 Topographic Survey

Approach:

Parametrix shall provide a topographic mapping at the intersection of Warren and Burwell. Limits shall be to the back of sidewalk, approximately 75' north of the intersection of Warren and Burwell, approximately 70' east of the intersection along Burwell, and 40' west of the intersection along Burwell, as delineated in Exhibit A.

Storm and sanitary structures to be located shall include one structure upstream and downstream of the project site. Contours will be at 1-foot intervals and based on NAVD88 vertical datum.

The survey shall be added to survey basemap created by Parametrix for the Central Bremerton Force Main route.

Topographic Elements

Topographic elements consist of information shown on a map which depicts the horizontal and vertical positions of natural and/or fabricated features and existing terrain surfaces. The topographic mapping will include evidence of, including but not limited to, the following improvements:

- Curbs
- Sidewalks/paths
- Driveways/curb cuts
- Pavement delineation between concrete and asphalt
- Retaining walls, bulkheads, and fences – materials and heights
- Underground utility location paint marks set by others if visible at time of the field survey
- Storm drainage and storm drain structures (including measure downs)
- Sanitary sewer manholes (including measure downs)

- Other sewer and/or septic tank/drain field areas as identified to our field survey crew by the City of Bremerton
- Electrical power vaults and associated surface features
- Overhead wires, guy wires
- Natural gas
- Cable or fiber optic pedestals
- Meters or utility connects to existing buildings
- Water valve boxes
- Fire hydrants
- Telephone pedestals
- Signage
- Street lighting

Deliverables:

1. An electronic drawing file of the topographic survey in AutoCAD Civil 3D 2022 format in one drawing file.
2. Survey basemap set up for design drawings at 1" = 20' scale.
3. PDFs at 1" = 40' scale (1"=20' scale basemap printed at 1/2 scale on 11" x 17")

Assumptions:

This proposal is based on the following assumptions and/or receiving the following site-specific information.

1. Parametrix will be provided access to all areas requiring surveys.
2. For safety reasons, our survey crews are not allowed to enter subsurface vaults or maintenance holes. Our work will be conducted from the surface, using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.
3. Parametrix will provide all traffic control as needed (no traffic control permit required).
4. All electronic mapping standards will be based on Parametrix drafting standards.
5. Unless otherwise specified by the client, horizontal datum shall be North American Datum (NAD) 83/11 Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).

Subtask 1300.02 Topographic & Right of Way Determination Survey

Approach:

Parametrix shall conduct a survey to determine the right of way from the westerly intersection of 1st Street and N Montgomery Avenue, along 1st Street to the intersection of 1st Street and Naval Avenue, along Naval Ave to the intersection of Naval Avenue and Gregory Way, and along Gregory Way to approximately 200 feet east of the intersection of Gregory Way and High Avenue, as delineated in Attachment A.

Parametrix shall also determine the right of way at the intersection of Warren and Burwell. Limits will be approximately 75' north of the intersection of Warren and Burwell, approximately 70' east of the intersection along Burwell, and 40' west of the intersection along Burwell, as delineated in Exhibit A.

The right of way determination will be added to the topographic basemap provided by Parametrix.

Deliverables:

1. Basemap with right of way determination, and addition of topographic survey at intersection of Warren and Burwell, for use in detailed design drawings.
2. An electronic drawing file of the boundary and previous topographic survey in AutoCAD Civil 3D 2022 format in one drawing file.

Assumptions:

1. Parametrix will be provided reasonable access to all areas requiring surveys.

2. All electronic mapping standards will be based on Parametrix drafting standards.
3. Parametrix field crews may need to perform minor brushing with machetes to conduct this survey and we have the Client's permission to do so.
4. Unless otherwise specified by the client, horizontal datum shall be North American Datum (NAD) 83/11 Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).
5. We have not accounted for the cost of an arborist. If it is determined in the interest of the client to retain an arborist and if there are tags, flagging, etc. on-site during the field survey, we will incorporate this information into the topographic mapping.
6. Parametrix is not accounting for entry into the PSNS property and will not be obtaining survey data within these limits.

Task 1400 Permitting Support

The Consultant will prepare the permitting documents, as described in this task, for submittal to the City of Bremerton Department of Community Development (DCD) for review and approval. Parametrix will track permit submittals and respond to comments received from the City during permit review. Should the pre-application meeting require more permits and reports than assumed, a contract amendment may be authorized by the City.

Subtask 1400.01 – Permitting Matrix

Approach:

Develop and finalize a permit matrix to aid in the development and implementation of permitting strategies. The permit matrix will be updated based on the Pre-Application meeting and then updated monthly to track permit processes. Work will involve review of existing and background information on land use/zoning codes as well as applicable regulations for permit acquisition efforts. The permit matrix will include:

1. Identification of potential federal, state, and local permits or authorizations,
2. Permitting triggers,
3. Permit schedule, and
4. Permit risks.

Deliverables:

1. Permitting matrix – one draft and one revised final version (Excel format).
2. Monthly status updates to the permit matrix during processing.

Subtask 1400.02 – Pre-Application Meeting

Approach:

1. Prepare the pre-application meeting packet, including the form and supporting required information.
2. Prepare for and attend a 2-hour DC meeting with City and permit staff. This includes coordination with the City utility staff via Teams and email to develop and finalize meeting agenda, supporting documents, and meeting summaries per general assumptions.

Deliverables:

1. Pre-application meeting packet (PDF format)
2. Parametrix attendance at the pre-application meeting with the City

Assumptions:

1. Up to three Parametrix staff will attend the pre-application meeting with the City.
2. The meeting will be on Teams.

- Information obtained at the pre-application meeting will be used to inform subsequent permitting and design tasks.

Subtask 1400.03 – Owner Acquired Permits

Approach:

Prepare and submit documents needed for permit applications and to provide support during permit review phase.

Deliverables:

- Completed application forms, including the bill-to form (PDF format).
- Up to three responses to agency review comments for each permit (PDF format).

Assumptions:

- Based on known project elements, the assumed permits include:
 - Right-of-Way permit
- There are no trees being affected or removed in public areas.
- The City will be responsible for communicating with private property owners for any significant trees located on private property and coordinating with an arborist to gather recommendations on protection, retention, preservation, or removal of the tree(s) and to produce associated written documentation. The City is currently negotiating with the owner of 1912 Gregory Way from removal of the two large evergreen trees on that property.
- A SEPA and NEPA Review will be completed under Task 1450.
- The required Geotechnical Report will be completed under Task 1700.
- The project conforms with City Comprehensive Plan and will not require a Land Use application.
- No critical areas are within or adjacent to the project area. Therefore, no critical area reporting, analysis, and/or mitigation for critical areas will be required.
- Construction pedestrian and traffic control plans to be completed under Task 1200.
- Up to two revisions of permit submittal materials could be necessary for right-of-way permit approval following initial submittal.
- Consultant will respond to reviewer questions for each applied permit.
- Consultant will provide revised documents when requested by the reviewer for each permit applied for.
- Delay due to permit review is beyond the control of the Consultant and the City. No date is warranted or implied for agency review and response time.
- All City permits will be submitted in the DCD Online Center. <https://ci-bremerton-wa.smartgovcommunity.com/Public/Home>

Task 1450 SEPA and NEPA Support

This task provides a \$60,000 budget allocation (approximately 300 labor hours) for SEPA and NEPA support, to be used only with written permission from the City of Bremerton.

The City is expected to pursue a DCIP grant for the project. Assuming there will be federal funding, NEPA documentation will need to be prepared, with the Navy as the lead agency. An initial NEPA memorandum is being prepared under Amendment 1 of the City's contract with Parametrix for alternative analysis for the Central Bremerton FM Replacement Project No. 5890. The additional environmental evaluations and documentation required for NEPA is unknown at this point, although it is likely that the NEPA process will result in a Documented Categorical Exclusion (DCE).

SEPA will also be required, with the City as the lead agency. The initial NEPA memorandum provides the City with the best strategy for SEPA. It is expected that the SEPA checklist will result in a Determination of Non-significance (DNS).

Deliverables:

1. NEPA and SEPA documentation as directed by the City

Task 1500 DCIP Grant Support**Approach:**

This task provides a \$30,000 budget allocation (approximately 150 labor hours) for additional as needed support for DCIP grant support as directed by the City, including attendance at meetings, preparation of exhibits, and technical write-ups. This budget to be used only with written permission from the City of Bremerton.

Deliverables:

1. Exhibits and technical write-ups as directed by the City

Task 1600 Bid Period Support**Approach:**

1. Attend pre-bid site meeting.
2. Provide up to three addenda
3. Response to technical bidder questions
4. Review bid submittals and provide bid tabulation

Deliverables:

1. Up to 3 addenda
2. Responses to bidder questions
3. Bid tabulation

Assumptions:

1. No significant design changes will be made during the bid period.
2. Low bid will be awarded without re-bid.

Task 1700 Geotechnical Support**Approach:**

1. Conduct a desktop evaluation of available geotechnical information along the force main replacement route (First St. between Montgomery Ave. and Naval Ave., Naval Ave. between First St. and Gregory Way, and Gregory Way between Naval Ave. and just past High Ave.).
2. Based on a preliminary review of existing soil logs from the 1990 force main record drawings, the existing soil logs are sufficient to develop geotechnical recommendations for final design.
3. Develop geotechnical recommendations and considerations regarding trench shoring, dewatering, excavation, pipe support, pipe loading, uplift, and pipe bedding, backfill, and compaction.
4. Provide geotechnical design memorandum summarizing existing soil logs, subsurface ground conditions, and geotechnical recommendations and construction considerations.
5. Provide review and input to geotechnical-related drawings for the 30%, 60%, 90%, and bid ready design submittals.
6. Provide review and input to geotechnical-related supplemental conditions specifications for the 60%, 90%, and bid ready design submittals.
7. Answer geotechnical-related questions during bid period, as needed.

Deliverables:

1. Geotechnical design memorandum summarizing existing soil logs, subsurface ground conditions, and geotechnical recommendations and construction considerations.
2. Geotechnical input for drawings for 30%, 60%, 90%, and bid ready design submittals in electronic format.

3. Geotechnical specifications at 60%, 90%, and bid ready design submittals in electronic format.
4. Answers to bidding period questions in format provided.

Assumptions:

1. Existing soil logs are sufficient to develop geotechnical recommendations for final design.
2. Drawings will include input to standard details for trench and backfill and plan and details for geotechnical instrumentation and monitoring.
3. Specifications will include input to geotechnical information, earthwork, geotechnical instrumentation, dewatering, trenching and backfilling, and excavation support and protection.

Task 1800 Corrosion Control

Approach:

1. Provide recommendations related to corrosion control of metal piping components including pipe fittings.

Deliverables:

1. Recommended input for specifications

Task 1900 Management Reserve

If a management reserve is provided in the level of effort, its task budget may only be used with written approval from the City.

Attachment A

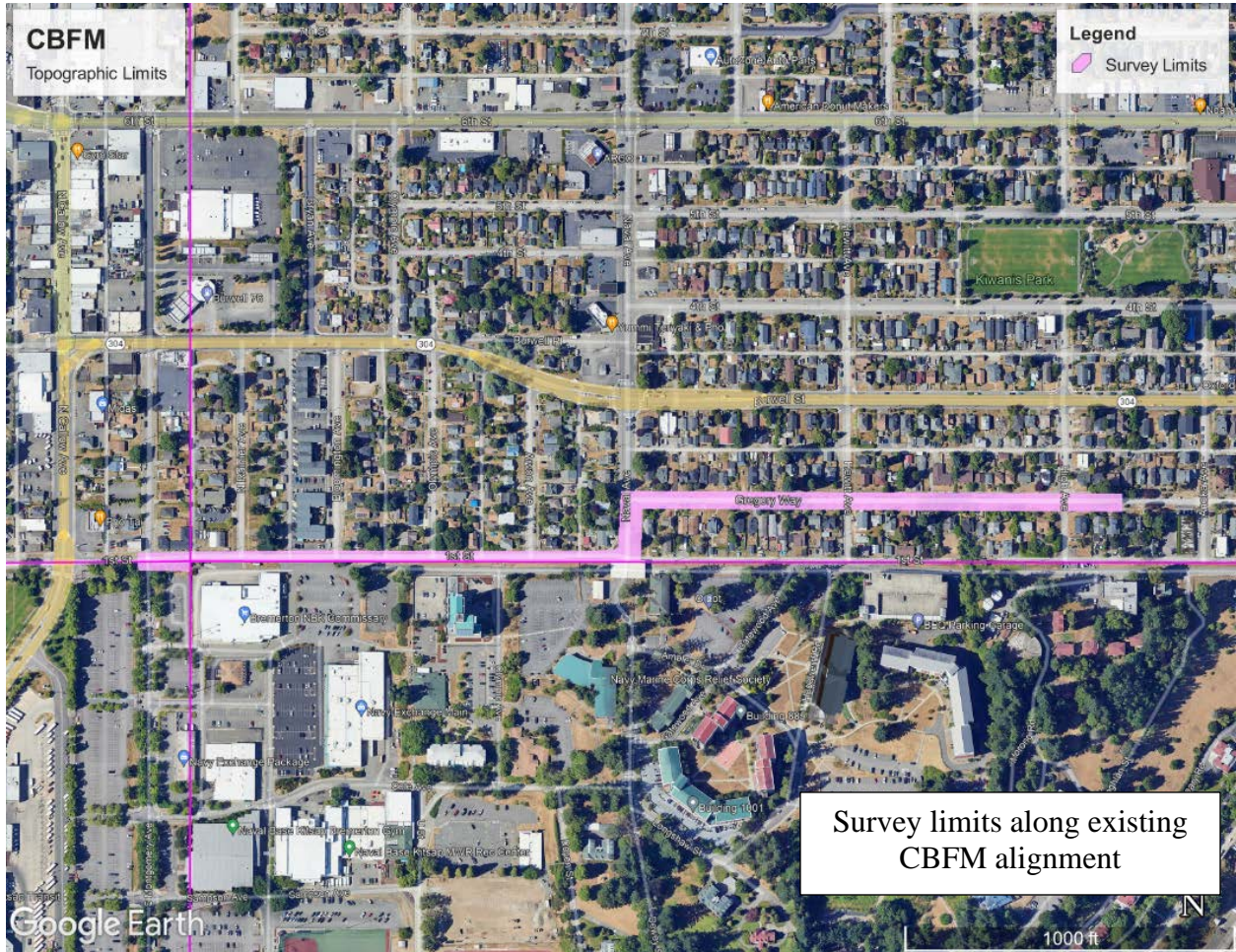


EXHIBIT B
SCHEDULE
CITY OF BREMERTON CENTRAL BREMERTON FM REPLACEMENT

Anticipated schedule is as follows:

Consultant Notice to Proceed	June 20, 2024
Completion of Detailed Design	February 13, 2025
Bid opening	March 27, 2025

EXHIBIT C
COMPENSATION
CITY OF BREMERTON CENTRAL BREMERTON FM REPLACEMENT

TASK	ESTIMATED COST
Task 1100: Project Management and Meetings	\$21,831.96
Task 1200: Detailed Design	\$349,167.01
Task 1300: Topographic & Right of Way Determination Survey	\$30,529.59
Task 1400: Permitting Support	\$37,683.21
Task 1450: SEPA and NEPA Support	\$60,000.00
Task 1500: DCIP Grant Support	\$30,000.00
Task 1600: Bid Period Support	\$15,425.68
Task 1700: Geotechnical Support	\$35,234.90
Task 1800: Corrosion Control	\$6,717.09
Task 1900: Management Reserve **	\$26,412.77
TOTAL ESTIMATED COST	\$613,002.20

** Management Reserve to be used only upon written authorization of the Owner.

City of Bremerton
 Central Bremerton Force Main Replacement
 Project No. 5890
 Detailed Design

Level of Effort

Parametrix Staff	Raynold Nickel	Andrew Stevens	Ingrid Kimball	Joanna Johnson	Alexander Mannion	Jason Ceraide	John Wright	Amanda Lucas	Kathy Taylor	Steven N Sharpe	Ken Van Cleave	Michael D'Agostino	Lucas M Miller	Alain Desplanches	Jade L. Parsons	Whitney Printz	Lori Gilbertson	Sandra Cosgrove
	Sr Consultant - Project Manager	Sr Engineer	Sr Scientist/Biologist	Engineer IV	Owner's Rep	Planner IV (Landscape Architect)	Sr Consultant (QC)	Editor	Sr Designer	Technical Lead (Survey)	Sr Surveyor	Surveyor III	Survey Supervisor	Surveyor II	Surveyor III	Project Coordinator (Survey)	Sr Project Accountant	Sr Project Controls Specialist
Rates:	\$304.73	\$204.38	\$201.19	\$166.69	\$253.39	\$151.81	\$290.63	\$140.59	\$193.41	\$142.01	\$146.88	\$136.52	\$245.27	\$105.40	\$139.50	\$101.06	\$147.99	\$140.71

Sub-Task	Task	Description	Parametrix Labor Dollars	Labor Hours	Raynold Nickel	Andrew Stevens	Ingrid Kimball	Joanna Johnson	Alexander Mannion	Jason Ceraide	John Wright	Amanda Lucas	Kathy Taylor	Steven N Sharpe	Ken Van Cleave	Michael D'Agostino	Lucas M Miller	Alain Desplanches	Jade L. Parsons	Whitney Printz	Lori Gilbertson	Sandra Cosgrove		
1100		Project Management & Meetings	\$20,992.27	90	45	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	7	18	
	01	Project Management & Meetings	\$20,992.27	90	45	10		10														7	18	
1200		Detailed Design	\$334,634.58	1,662	120	392	0	381	64	36	58	34	568	0	0	0	0	0	0	0	0	0	0	9
		Site Visits	\$2,778.59	12	4	6		2																
		Tech Memo - Force Main Size	\$2,726.39	12	4	6						2												
		Drawings	\$262,704.66	1,335	67	292	0	323	0	32	44	0	568	0	0	0	0	0	0	0	0	0	0	9
		Specs	\$23,664.90	120	16	36		24		4	8	32												
		Cost Estimating	\$25,970.75	106	8	24		4	64		6													
		Review mtgs at 30%, 60%, 90%	\$16,789.29	77	21	28		28																
1300		Topographic & ROW Determination Survey	\$25,646.24	178	4	8	0	4	0	0	0	0	0	10	50	40	8	40	8	6	0	0	0	
	01	Topographic Survey	\$9,269.62	66	2	4		2						10		20	2	20	4	2				
	02	Right of Way Determination Survey	\$16,376.62	112	2	4		2							50	20	6	20	4	4				
1400		Permitting Support	\$36,233.85	178	12	24	116	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	Permitting Matrix	\$10,417.43	50	4	4	40	2																
	02	Pre-Application Meeting	\$6,588.99	32	4	4	16	8																
	03	Owner Acquired Permits	\$19,227.44	96	4	16	60	16																
1450		SEPA and NEPA Support	\$60,000.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	SEPA and NEPA Support Allocation (\$)	\$60,000.00	0																				
1500		DCIP Grant Support	\$30,000.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	DCIP Grant Support Allocation (\$)	\$30,000.00	0																				
1600		Bid Period Support	\$14,832.38	72	8	40	0	0	0	0	0	8	16	0	0	0	0	0	0	0	0	0	0	
	01	Bid Period Support	\$14,832.38	72	8	40						8	16											
1700		Geotechnical Support	\$3,671.52	16	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	Geotechnical Support	\$3,671.52	16	4	12																		
1800		Corrosion Control	\$2,244.52	10	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	Corrosion Control	\$2,244.52	10	2	8																		
1900		Management Reserve	\$26,412.77	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	01	Management Reserve at 5% (\$)	\$26,412.77	0																				

Labor Totals:			2206	195	494	116	421	64	36	58	42	584	10	50	40	8	40	8	6	7	27
Subtotals	\$554,668.14		\$59,422.35	\$100,965.20	\$23,338.04	\$70,175.23	\$16,217.22	\$5,465.05	\$16,856.25	\$5,904.57	\$112,950.86	\$1,420.11	\$7,343.90	\$5,460.96	\$1,962.18	\$4,216.00	\$1,116.00	\$606.36	\$1,035.96	\$3,799.14	

Escalation (on labor, excluding reserves) **\$17,530.21** **4%** Note: Annual labor rate increases occur October 1 each year and are based on a 3.1 multiplier on direct labor.

Total Labor \$572,198.35 w/ PM, NEPA/SEPA, and DCIP reserves (\$ only) w/o PM, NEPA/SEPA, and DCIP reserves **Total labor w/o PM, NEPA/SEPA, and DCIP reserves \$438,255.37**

Subconsultants	Task	Hours
CNI Locates (utility locates)		1300
Seattle's Finest (traffic control)		1300
Shannon & Wilson Inc (geotechnical support)		1700
NW Corrosion (corrosion control support)		1800
Subconsultant mark-up	Distributed 5%	
Subconsultants Total:		\$38,235.31

Other Direct Expenses	Task	Hours
Mileage	1712 miles	1200
Mileage	450 miles	1300
Equipment	7 days	1300
Other Direct Expenses Total:		\$2,568.54

Project Total \$613,002.20

Total labor w/ PM, NEPA/SEPA, and DCIP reserves \$554,668.14
 Labor Escalation \$17,530.21
 Subconsultants w/mark-up \$38,235.31
 Other direct expenses \$2,568.54
Project Total \$613,002.20

City of Bremerton
Central Bremerton Force Main Replacement
Project No. 5890
Detailed Design

Level of Effort - Drawings

Parametrix Staff	Raymond Nickel	Andrew Stevens	Joanna Johnson	Jason Ceralde	John Wright	Kathy Taylor	Sandra Cosgrove
	Sr Consultant - Project Manager	Sr Engineer	Engineer IV	Planner IV (Landscape Architect)	Sr Consultant (QC)	Sr Designer	Sr Project Controls Specialist
Rates:	\$304.73	\$204.38	\$166.69	\$151.81	\$290.63	\$193.41	\$140.71

Description	Parametrix Labor Dollars	Labor Hours	67	292	323	32	44	568	9
Drawings	\$262,704.66	1,335	67	292	323	32	44	568	9
1 Cover Sheet	\$1,124.52	5	1	1				3	0.25
2 Key map and sheet index	\$2,983.60	14	2	4			1	6	0.75
3 Abbreviations	\$2,128.64	9	2	3			1	3	0.25
4 General Notes	\$5,494.99	27	2	12	8		1	4	0.25
5 Force main pedestrian and traffic control (50 scale)	\$6,331.93	33	2	2	16		1	12	0.25
6 Force main pedestrian and traffic control (50 scale)	\$6,331.93	33	2	2	16		1	12	0.25
7 Force main TESC (20 scale)	\$6,438.82	33	2	2	12		1	16	0.25
8 Force main TESC (20 scale)	\$6,438.82	33	2	2	12		1	16	0.25
9 Force main TESC (20 scale)	\$6,438.82	33	2	2	12		1	16	0.25
10 Force main TESC (20 scale)	\$6,438.82	33	2	2	12		1	16	0.25
11 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
12 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
13 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
14 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
15 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
16 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
17 Force main plan and profile (20 scale)	\$10,772.90	52	2	24			2	24	0.25
18 Force main road restoration drawings (20 scale)	\$10,276.96	54	2	2	24		2	24	0.25
19 Force main road restoration drawings (20 scale)	\$10,276.96	54	2	2	24		2	24	0.25
20 Force main road restoration drawings (20 scale)	\$10,276.96	54	2	2	24		2	24	0.25
21 Force main road restoration drawings (20 scale)	\$10,276.96	54	2	2	24		2	24	0.25
22 Force main road landscaping	\$8,748.13	47	2	2	2	16	1	24	0.25
23 Bypass connection traffic control	\$7,105.56	37	2	2	16		1	16	0.25
24 Bypass connection TESC	\$7,105.56	37	2	2	16		1	16	0.25
25 Bypass connection piping	\$8,935.00	43	2	24			1	16	0.25
26 Bypass connection road restoration	\$8,439.06	45	2	2	24		1	16	0.25
27 Traffic control details	\$6,331.93	33	2	2	16		1	12	0.25
28 Traffic control details	\$6,331.93	33	2	2	16		1	12	0.25
29 TESC details	\$6,331.93	33	2	2	16		1	12	0.25
30 Piping details	\$7,299.93	35	2	16			1	16	0.25
31 Air gap chamber details	\$10,482.27	51	2	24			1	24	0.25
32 Road restoration details	\$7,105.56	37	2	2	16		1	16	0.25
33 Road restoration details	\$7,105.56	37	2	2	16		1	16	0.25
34 Landscaping details	\$4,713.26	26	2	2	1	16	1	4	0.25
Labor Totals:	\$262,704.66	1335	67	292	323	32	44	568	9

Note: Annual labor rate increases occur October 1 each year and are based on a 3.1 multiplier on direct labor.

NORTHWEST CORROSION ENGINEERING
PROJECT: CBFM Replacement - Detailed Design
City of Bremerton/Parametrix

Job No. Proposal
 Estimate By: JAH
 Date: 5/3/2024
 Revision: 0

SCOPE OF WORK AND BUDGET

Task 1800 - Corrosion Control	JAH HRS
1. Attend two 1-hour weekly Teams conference call with the City.	2
2. Respond to technical bidder questions.	2
3. Provide recommendations related to corrosion control of metal piping components including pipe fittings.	12
TOTAL HOURS	16

FEES	Cost
JAH: Principal Engineer - \$249.63/hr	\$3,994.08
Project Administration: 2 hr @ \$90.00/hr	\$180.00

ESTIMATED PROJECT COST	
Fees	\$4,174.08
Expenses	\$0.00
ESTIMATED PROJECT COST	\$4,174.08

Note: Annual labor rate increases occur January 1 each year.

Fee Estimate - Geotechnical Support - Shannon & Wilson

Central Bremerton Force Main Replacement Project No. 5890 Detailed Design

WORK TASK DESCRIPTION	Rate	LABOR HOURS							TOTAL HOURS	TOTAL LABOR	ODC*	TOTAL COST
		M. Kucker PM / Vice President \$290	E. Scott Senior Professional III \$205	J. Avalos Senior Professional II \$190.00	E. Saint-Pierre Senior Professional I \$170.00	J. Sanders Technical Services IV \$160.00	T. Vu Senior Office Services \$155.00	N. Kucker Accounting \$155.00				
Task 1700 Geotechnical Support												
Monthly Progress Reports and Meetings		14						8	22	\$5,300.00	\$8.00	\$5,308.00
Collect and Review Existing Data		1	4						5	\$1,110.00	\$7.00	\$1,117.00
Develop Geotechnical Recommendations		2		20	8				30	\$5,740.00	\$3.00	\$5,743.00
Prepare Geotechnical Design Memorandum		2	4	24	12	16	4		62	\$11,180.00	\$33.00	\$11,213.00
Review and Provide Geotechnical-Related Input to Drawings		2		8					10	\$2,100.00	\$14.00	\$2,114.00
Review and Provide Geotechnical-Related Input to Specifications		8		8					16	\$3,840.00	\$5.00	\$3,845.00
Answer Questions During Bid Period		2							2	\$580.00	\$0.50	\$580.50
TOTALS		31	8	60	20	16	4	8	147	\$29,850.00	\$70.50	\$29,920.50

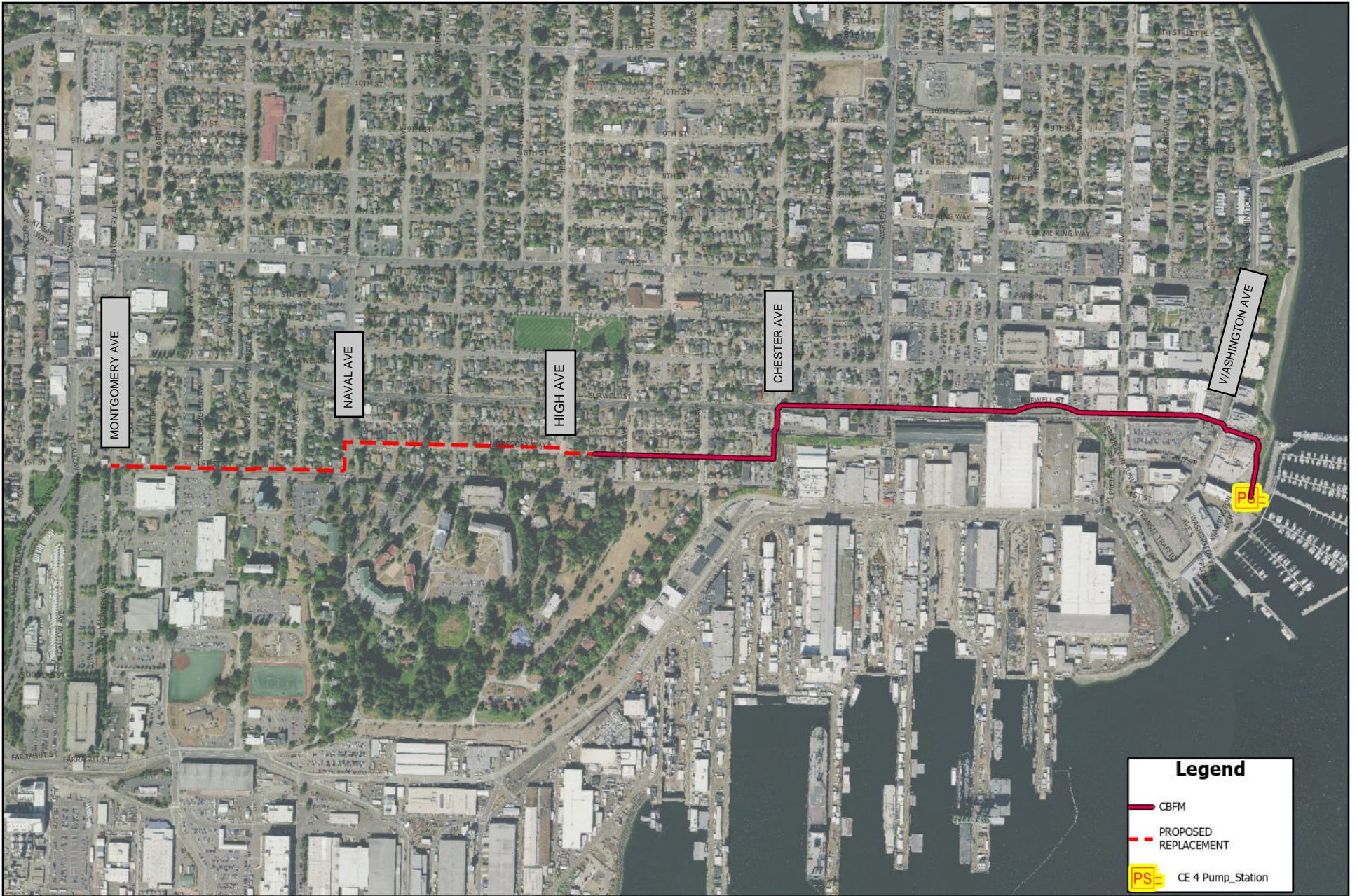
* ODC = other direct costs

Note: Annual labor rate increases occur January 1 each year.

WORK TASK DESCRIPTION	Rate	Copies				Total ODCs
		8.5x11 BW**	11x17 BW**	8.5x11 C***	11x17 C***	
Task 1700 Geotechnical Support						
Monthly Progress Reports and Meetings		70	5			\$8.00
Collect and Review Existing Data		50	10			\$7.00
Develop Geotechnical Recommendations		20	5			\$3.00
Prepare Geotechnical Design Memorandum		100	15	20	10	\$33.00
Review and Provide Geotechnical-Related Input to Drawings			20		10	\$14.00
Review and Provide Geotechnical-Related Input to Specifications		50				\$5.00
Answer Questions During Bid Period		5				\$0.50
SUBTOTAL		295	55	20	20	\$70.50

** BW = black and white

*** C = color



Legend

- CBFM
- - - PROPOSED REPLACEMENT
- PS CE 4 Pump_Station



CENTRAL BREMERTON FORCED MAIN REPLACEMENT

Project Location Map

CITY OF BREMERTON
 DEPARTMENT OF PUBLIC WORKS & UTILITIES
 ENGINEERING DIVISION

EXHIBIT BY: AJB DATE: 4/16/24 CHECKED BY: DEP DATE: 4/18/24

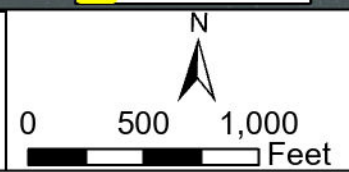




Figure 2. Proposed Section of CBFM to Be Replaced

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D12

SUBJECT:

Public Hearing on Ordinance to amend
Bremerton Municipal Code Title 20.46.090
Temporary Encampment Permit

Study Session Date:	<u>June 26, 2024</u>
COUNCIL MEETING Date:	<u>July 3, 2024</u>
Department:	<u>DCD</u>
Presenter:	<u>Garrett Jackson, Pln Mgr.</u>
Phone:	<u>(360) 473-5289</u>

SUMMARY: The action before Council is to conduct a Public Hearing and adopt an Ordinance amending BMC Title 20.46.090 Temporary Encampment Permits. The Bremerton Housing Authority submitted an application in March of 2024, requesting amending language which would extend the length of time a Temporary Encampment could be hosted at a single site. A public workshop was held April 15, 2024, and the Planning Commission unanimously recommend the City Council approve the proposed amendments at a Public Hearing held on May 20, 2024.

ATTACHMENTS:

- Proposed Ordinance
 - Exhibit A: Planning Commission Findings and Conclusions
- Staff Memo & Planning Commission Meeting Minutes: 7/18/22
 - Attachment A: Planning Commission Minutes
 - Attachment B: March 13, 2024 Bremerton Housing Authority proposal
 - Attachment C: March 26, 2024 City Attorney Memorandum

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. _____ as recommended by the Planning Commission to amend Bremerton Municipal Code Title 20.46.090 Temporary Encampment Permit.

COUNCIL ACTION: Approve Deny Table Continue No Action

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending the Bremerton Municipal Code Title 20 related to Temporary Encampment Permits.

WHEREAS, an application from the Bremerton Housing Authority has been received requesting modification to the Zoning Code; and

WHEREAS, the City of Bremerton (“City”) has established a procedure for amending the Zoning Code in Title 20.18.020(d) of the Bremerton Municipal Code (“BMC”), which requires amendments to the Zoning Code to be both consistent with the goals and policies of the Comprehensive Plan and to be consistent with other applicable rules and regulations; and

WHEREAS, RCW 35.21.915 requires that any conditions imposed by jurisdictions regulating a religious organization’s ability to shelter homeless persons must be necessary to protect the public health and safety and must not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization; and

WHEREAS, these amendments are consistent with the City’s Comprehensive Plan, County Wide Planning Policies, the State Growth Management Act, and other applicable regulations and ordinances; and

WHEREAS, on April 15, 2024 the Planning Commission conducted a workshop on the proposed Zoning Code amendments; and

WHEREAS, on April 26, 2024 proposed Zoning Code amendments were circulated to Department of Commerce and the State Agencies for the requisite review and comment period; and

WHEREAS, on April 26, 2024 for Zoning Code amendments, a State Environmental Policy Act (“SEPA”) Determination of Nonsignificance (“DNS”) was issued for the proposed action with a comment period, and no appeals were filed; and

WHEREAS, on May 9, 2024 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing held by the Planning Commission; and

WHEREAS, on May 20, 2024 the Planning Commission conducted a public hearing on the Zoning Code amendments and formulated a recommendation to forward the amendments for City Council consideration; and

WHEREAS, on June 19, 2024 the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing on July 3, 2024 by the City Council; and

WHEREAS, on July 3, 2024, the City Council conducted a public hearing and considered all testimony prior to their decision; NOW THEREFORE,

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

SECTION 1. *Findings and Recitals Incorporated.* The findings and recitals set forth above are hereby adopted and incorporated herein by this reference.

SECTION 2. *Planning Commission Findings.* The findings and conclusions adopted by the Planning Commission attached hereto as **Exhibit A** are adopted and incorporated as if set forth herein in full.

SECTION 3. Section 20.46.090 of the Bremerton Municipal Code entitled “Temporary Encampment Permit” is hereby amended to read as follows:

20.46.090 TEMPORARY ENCAMPMENT PERMIT.

(a) Intent. The City of Bremerton desires to establish reasonable development standards for sponsors of outdoor temporary encampments. These facilities do not represent a permanent solution to homelessness but rather can provide vitally needed shelter and a first step to more permanent forms of housing. This section provides an equitable process, with reasonable conditions and an associated permit, to meet the need for temporary shelter for local homeless persons while ensuring public health, safety and welfare. Consistent with BMC 20.40.110, RCW 35.21.915 supersedes any standards found to be in conflict with this section.

(b) Definitions.

(1) "Applicant" shall mean a group or individual(s) that host, sponsor and/or manage a temporary encampment.

(2) "Property owner" shall mean the owner of the property or legal representative of the real property proposed for use as a temporary encampment.

(3) "Shelter(s)" shall mean tents, sheds, huts, cabins, tiny homes, trailers or other enclosures which are not permanently attached to the ground, may be easily erected and dismantled, and are intended for temporary occupancy.

(4) "Temporary encampment(s)" shall mean an area of a parcel(s) that hosts shelters, security, and other facilities, for housing the homeless for humanitarian purposes. Temporary encampment facilities that are established for this use shall be easily erected and dismantled and shall only be temporary.

(5) "Temporary" shall mean, for the purposes of this section, one hundred eighty-three (183) days.

(c) Siting Criteria. A temporary encampment may be placed on a property in the City that complies with the following:

(1) Location. Temporary encampments can be permitted in all zoning districts.

(2) Site Size and Encampment Size Requirements.

(i) Site Size. The minimum site size shall be one (1) acre. The one (1) acre site can include one (1) or more contiguous parcels but in no case may the parcels be separated by a right-of-way (streets, alleyways, etc.), critical area, or other means. All property owners shall jointly apply for the temporary encampment permit and shall be equally responsible for compliance with all conditions of the permit.

(ii) Encampment Size. The area of the parcel(s) dedicated to the encampment must equal one hundred fifty (150) square feet or more for each resident (not including the required setback area). This size requirement is to ensure that there is sufficient land area to support the activities of the temporary encampment without overcrowding of occupants, degradation of vegetation, eroding soils or otherwise overtaxing the land.

(3) Perimeter Setback. A temporary encampment shall be set back no less than twenty (20) feet from all exterior boundary lines, with an additional twenty (20) foot setback when adjacent to residential uses (for a total of forty (40) foot setback when adjacent to a residential use). This setback is intended to ensure all activities of the temporary encampment are set back from adjacent properties a sufficient distance so as not to impinge upon or otherwise unduly influence activities on said adjacent properties. The required exterior setback may be reduced or waived if the owners of such adjacent property consent in writing to support a reduction or waiver of such setback.

(4) Screening of Activities. All activities (shelters, toilets, cooking facilities, etc.) of the temporary encampment shall be obscured from view from adjacent properties and public right-of-way to the maximum extent feasible. This can be accomplished by a minimum six (6) foot high sight-obscuring temporary fence, existing dense vegetation, an existing topographic difference, distance from exterior property lines, or other means.

(5) Critical Areas. A temporary encampment may not be located within critical areas or their associated buffers. All proposed temporary encampments shall comply with the City's critical areas regulations as set forth in Chapter 20.14 BMC and the Shoreline Master Program.

(6) Limit of Encampments. No more than one (1) temporary encampment shall be permitted and operating at any one time in the City, or as otherwise allowed per RCW 35.21.915.

(d) Preapplication Work. Prior to application submittal, the applicant and property owners must address community and neighborhood impacts from the proposed temporary encampment by developing the following:

(1) Impact Mitigation Plan. The applicant shall identify potential adverse effects of the proposed temporary encampment on neighboring properties and the community and shall develop measures to mitigate such effects. The applicant shall develop a temporary encampment impact mitigation plan. The plan shall contain a narrative and drawing(s) that describe the measures the applicant will use to mitigate the effects of the temporary

encampment. At a minimum, the plan shall specifically describe the measures that will be implemented to satisfy the approval criteria provided in this section. The impact mitigation plan shall be updated to address the comments and suggestions received at the required neighborhood meeting and review as identified in subsections (d)(3) and (4) of this section (discussions with police, fire, school, childcare, and health district). The implementation and enforcement of the plan shall be a condition of permit approval.

(2) Security Management Plan. The applicant shall develop a plan demonstrating security measures, site specific or otherwise, necessary to ensure the safety of the residents of the temporary encampment and the public. At a minimum, the plan shall specify the following:

- (i) The person or entity responsible for providing security;
- (ii) The type of security to be used, e.g., private security firm, volunteers, or other means; and
- (iii) Recommendations and/or requirements provided by the Police Department.

(3) Discussions with Police, Schools, and Child Care Services. A representative of the applicant or property owner shall meet and confer with the following entities regarding the proposal and any proposed security measures for the temporary encampment: (i) the Bremerton Police Department; (ii) the administration of any public or private preschool, elementary, middle, junior high, or high school if within five hundred (500) feet of the boundaries of the proposed site; and (iii) the operators of any properly licensed child care service(s) within five hundred (500) feet of the boundaries of the proposed site.

(4) Discussions with Kitsap Public Health District. A representative of the applicant or property owner shall meet and confer with the Kitsap Public Health District regarding the proposal and the proposed plan for providing adequate drinking water, solid waste management, and the waste management (trash removal) plan for the temporary encampment.

(5) Parking Plan. The applicant shall develop a parking plan. The parking plan shall address the following:

- (i) Adequate parking for the temporary encampment shall be provided so as not to reduce parking utilized by existing site uses;
- (ii) The temporary encampment shall not displace the site's parking lot in such a way that the site no longer meets the minimum or required parking of the principal use as required by code or previous approvals;
- (iii) An alternative parking plan may be approved by the Director if the parking plan can demonstrate how the existing use on the site and the encampment can provide off-site parking sufficient to have no off-site impact to the surrounding neighborhoods. This alternative parking plan will be not valid after the expiration of the temporary encampment;
- (iv) Parking vehicles shall only be allowed in existing approved parking areas and shall not be located in unapproved areas such as the grass or field; and

(v) A temporary encampment permit cannot permit new site development such as paving, gravel laydown, and structure installation. This work requires a separate process through the approval of a site development permit as outlined in BMC 20.58.090.

(e) Neighborhood Meeting. The applicant shall conduct a neighborhood meeting to inform nearby residents and the public about the proposed temporary encampment prior to submittal of an application. The following process shall be used:

(1) Notification. The applicant shall provide notice of the neighborhood meeting by mail, first class and postage prepaid, to all owners of property within five hundred (500) feet of the lot(s) containing the proposed temporary encampment, provided such area shall be expanded as necessary to send mailed notices to at least twenty (20) different property owners. The notice of the neighborhood meeting shall be mailed at least fifteen (15) days prior to the neighborhood meeting.

(2) Neighborhood Meeting. At the neighborhood meeting, a representative of the applicant or property owner shall present in writing and verbally the proposed temporary encampment location, timing, site plan, code of conduct, impact mitigation plan, accommodations concerns, and a security management plan. The presentation shall also include copies of all previously submitted comments received on the proposed temporary encampment, including comments from the Bremerton Police Department, school(s), and child care services. Copies of the agenda and the other specified comments and materials shall be provided by the applicant at the meeting. The meeting shall be conducted on the proposed temporary encampment site whenever feasible; this meeting shall be held in a location that is ADA (Americans with Disabilities) accessible.

(f) Performance Criteria. Temporary encampments shall be operated in such a manner as to ensure the health and safety of occupants of the encampment and surrounding properties. Accordingly, all temporary encampments shall comply with the list below. Demonstration of compliance with this section is a requirement of the temporary encampment permit. Any proposed mitigation or actions from this section shall be identified in the impact mitigation plan.

(1) Health Regulations. All applicable City, county and state regulations pertaining to public health shall be met.

(2) Fire Safety. Inspections of the site by the City for fire safety purposes may be conducted at any time and without prior notice. Adequate access, as determined by the Fire Marshal, shall be maintained within and around the temporary encampment at all times to ensure that emergency vehicles can ingress/egress the site.

(3) Building Code Inspections. Inspections of the temporary encampment by the City to ensure the public health and safety may be conducted at any time and without prior notice.

(4) Drinking Water and Solid Waste. An adequate supply of potable water and adequate toilet facilities shall be available on site at all times. All City, county and state regulations pertaining to drinking water connections and solid waste disposal shall be met.

(5) Trash. Adequate facilities for dealing with trash shall be provided on site. A regular trash patrol or other method of regular maintenance in the immediate vicinity of the site shall be provided.

(6) Noise. Any temporary encampment shall comply with City noise regulations as set forth in Chapter 6.32 BMC.

(7) Light and Glare. Any temporary encampment shall comply with City light and glare regulations as set forth in BMC 20.44.110.

(8) Security. Any temporary encampment shall provide all required legal access to public areas of the site by the City of Bremerton Police Department and any other relevant law enforcement agency at all times.

(9) Codes of Conduct. The applicant shall enforce a written code of conduct which mitigates impacts to neighbors and the community. Said code shall be incorporated into the conditions of approval. The code shall contain the following as a minimum:

- (i) Prohibit possession or use of firearms and/or illegal drugs;
- (ii) No violence;
- (iii) No open flames;
- (iv) No loitering in the surrounding neighborhood; and
- (v) Quiet hours (at a minimum between the hours of 10:00 p.m. and 7:00 a.m.).

(g) Process and Permit. Notwithstanding any other provision in the Bremerton Municipal Code, the following procedures shall apply in accepting, noticing, reviewing, and otherwise processing temporary encampment permit applications. A City-issued temporary encampment permit is required prior to the commencement of such a use.

(1) A temporary encampment permit is a Type I action and shall be processed accordingly, as set forth in Chapter 20.02 BMC, Project Permits. The prospective temporary encampment applicant and property owner(s) shall jointly apply for the temporary encampment permit and shall be equally responsible for compliance with all conditions of the permit. A complete application for a temporary encampment permit shall be submitted a minimum of thirty (30) days prior to the anticipated start of the encampment.

(2) The following documentation is required for a complete application:

- (i) Application;
- (ii) The date that the temporary encampments will commence;
- (iii) The maximum duration requested of said temporary encampment;
- (iv) The number of residents to be accommodated on the site;
- (v) The host location;
- (vi) The names of the managing agency and host, with contact information;
- (vii) Impact mitigation plan;
- (viii) Security management plan;

- (ix) Code of conduct;
- (x) Documentation of Actions Taken Prior to Application Submittal. This document shall include a summary of the neighborhood meeting, including who was notified of the meeting (mailing list and map of mailed property owners), who attended the meeting, summary of the items discussed at the neighborhood meeting, and summary of discussion and any request for mitigations of the temporary encampment from the health district, police, fire, school district(s) and child care services;
- (xi) Vicinity map including buildings and uses on properties surrounding the proposed temporary encampment, and the distance the proposed accommodations would be set back from the property lines; and
- (xii) Site plan showing at least the following:
 - (A) Existing buildings and parking and vehicle maneuvering area;
 - (B) Location of where encampment will be located including overall dimensions;
 - (C) Location of on-site parking for primary use of the site and number of vehicles associated with the encampment (parking plan); and
 - (D) Access routes for emergency vehicles.
- (xiii) Encampment layout showing at least the following:
 - (A) Layout of all encampment facilities, including, but not limited to, food and security facilities, arrangement of shelters, etc.;
 - (B) Method and location of potable water;
 - (C) Method and location of waste receptacles;
 - (D) Method and location of required screening; and
 - (E) Location of required sanitary stations including toilets and hand washing facility; and
- (xiv) Application fee.

(3) Decisions May Be Appealed. Appeals of a Type I decision shall be heard and decided by the Hearing Examiner in accordance with the procedures set forth in BMC 20.02.140.

(4) Emergencies. The Director may waive the requirements of this section when a natural or manmade disaster necessitates the immediate establishment of temporary encampments.

(h) Duration and Site Restoration.

(1) Duration.

(i) A proposed temporary encampment may be allowed as a Type I Directors Approval at one property for up to one hundred eighty three (183) days, either consecutively or cumulatively, during any twenty-four (24) month period, except that where the one hundred eighty-third day falls on Friday through Sunday, an additional two (2) days shall be allowed to dismantle and remove the accommodation over the immediately following weekend. The applicant and/or property owner shall store, out of sight from adjacent

properties, the residents' personal belongings that are left on site after the dismantling of the site.

(ii) A proposed temporary encampment may be allowed as a Type III Conditional Use Permit for a period of three (3) years if the following additional approval criteria are met:

(A) The site is located within the District Center Core, General Commercial, Freeway Corridor, Industrial zone, and Puget Sound Industrial Center; and

(B) Social Services are provided such as access to healthcare, counselling, substance abuse treatment, and job training programs; and

(C) Onsite temporary shelters shall be composed of durable/rigid materials; and

(D) All other criteria per BMC 20.46.090 are met, except that parcel size limitations per BMC 20.46.090(C)(2)(i) may be reduced to no less than .5 acres.

(E) Applications for a three (3) year extension may be applied for after the first two (2) years of active permit approval are complete. Applications for extension must be received six (6) months prior to permit expiration. Only one (1) extension may be approved at a time.

(2) Restoration of Site. Upon cessation of the temporary encampment, the site shall be restored, as near as possible, to its original condition. The applicant shall replant areas in which vegetation had been removed or destroyed.

(i) Revocation and Indemnification.

(1) Failure to Comply. If a temporary encampment permit has been issued, and the Director determines that the applicant has violated any condition of that permit, the Director shall issue a notice of violation and require compliance in accordance with the procedures set forth in Chapter 1.04 BMC, Code Enforcement. The City may revoke a temporary encampment permit for any violation of this section or the temporary encampment permit where such a violation is:

- (i) Not cured following notice from the City and an opportunity to cure such violations;
- (ii) Intentionally or knowingly committed by the applicant or property owner; or
- (iii) So severe as to substantially threaten public health and safety.

(2) Upon revocation of the temporary encampment permit, all residents of the encampment must vacate the premises within seventy-two (72) hours of revocation. The applicant or property owner shall be required to remove all physical evidence of the use and to restore or replant any required vegetation within one (1) week of revocation. The applicant and/or property owner shall store, out of sight from adjacent properties, the residents' personal belongings that are left on site after the seventy-two (72) hours.

(3) Indemnification. The applicant, except for religious facilities per RCW 35.21.915, shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits of any nature, including attorney fees, due to the acts or omissions of the applicant in connection with the operation of the temporary encampment.

(4) Liability Insurance. Except for religious facilities, the applicant shall procure and maintain in full force, through the duration of the temporary encampment, comprehensive general liability insurance with a minimum coverage of one million dollars (\$1,000,000) per occurrence/aggregate for personal injury and property damage.

SECTION 4. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 2024.

JENNIFER CHAMBERLIN, Council President

Approved this _____ day of _____, 2024.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2024.

EFFECTIVE the _____ day of _____, 2024.

ORDINANCE NO. _____

FINDINGS AND CONCLUSIONS OF THE CITY OF BREMERTON PLANNING COMMISSION

Summary:

The proposed amendments to the Bremerton Municipal Code (BMC) would provide a Type III permit option to extend the duration of Temporary Encampment Permits.

I. FINDINGS OF FACT

1. Project Description:

The proposed Zoning Code amendments would allow an optional 3-year duration for Temporary Encampment Permits within the District Center Core, General Commercial, Freeway Corridor, Industrial zone, and Puget Sound Industrial Center. This code would require Hearings Examiner review.

2. Procedural History:

- 2.1 Planning Commission Workshop: April 15, 2024
- 2.2 Washington State Department of Commerce Notice: April 26, 2024
- 2.3 SEPA Threshold Determination DNS: April 26, 2024
- 2.4 Notice of Public Hearing: May 9, 2024
- 2.5 Planning Commission Public Hearing: May 20, 2024

3. Public and Agency Comment:

- 3.1 None provided at the Workshop
- 3.2 At the Planning Commission Public Hearing on May 20, 2024, the following testimony was provided:
- 3.3 NONE
- 3.4 _____

4. SEPA Determination:

A Determination of Non-Significance was issued on April 26, 2024. One comment from the Bremerton Housing Authority was received requesting BMC 20.46.090(c)(2)(i) be revised to lower the minimum required site size to .5 acres. No appeals of the SEPA decision were filed.

5. Consistency:

Text amendments to Title 20 shall meet the decision criteria outlined in BMC 20.18.020(d). The Planning Commission may recommend, and the City Council may adopt or adopt with modifications, an amendment to Title 20 if the criteria outlined below are met.

(1) It is consistent with the goals and policies of the comprehensive plan;

Analysis: The proposed amendments continue to uphold the objectives and goals of the Comprehensive Plan, and implement the following policies:

- o Policy LU1(B): Coordinate Bremerton's growth consistent with the Kitsap Countywide Planning Policies and the Puget Sound Regional Council's Vision 2040, and state requirements.
- o LU4(C): Provide land use regulations that give opportunities for the community to have fair access to livelihood, education, and resources.
- o LU4(E): Promote healthy communities design that make it easier for people to live healthy lives through coordination with community groups, agencies, and businesses.
- o Policy H2(E): Support efforts to provide for a variety of housing options such as:
 - Emergency group housing, homeless shelters, and short term housing to meet the needs of those in the lower income categories.

(2) It does not conflict with other City, state and federal codes, regulations and ordinances.

Analysis: The proposed amendments do not conflict with any other regulations. This proposal addressing requests by the Bremerton Housing Authority to extend the duration of Temporary Encampment Permits, while ensuring the health, safety, and general welfare of the community.

II. CONCLUSIONS & RECOMMENDATION

Based on the findings above, the Planning Commission concludes that the proposed amendments to the Bremerton Municipal Code Title 20 Land Use Chapter related to Temporary Encampment Permits, meets the requirements in BMC 20.18.020(d) text amendments, and therefore recommends to the City Council, the adoption of amendments to Title 20.

Respectfully submitted by:


Andrea L. Spencer, Executive Secretary

 FOR
Nick Wofford, Planning Commission Chair



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

To: City Council
From: Garrett Jackson
Date: June 14, 2024
Subject: Temporary Encampment Permits

SUMMARY

The action before Council is to conduct a Public Hearing and adopt an Ordinance amending BMC Title 20.46.090 Temporary Encampment Permits. The Bremerton Housing Authority submitted an application in March of 2024, requesting amending language which would extend the length of time a Temporary Encampment could be hosted at a single site. A public workshop was held April 15, 2024, and the Planning Commission unanimously approved the proposed amendments at a Public Hearing held on May 20, 2024.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission unanimously recommended the City Council approve the proposed amendments at a Public Hearing held on May 20, 2024. Draft minutes from the May 20, 2024 Public Hearing are provided following this memo.

ATTACHMENTS:

- Attachment A: Planning Commission Minutes
 - April 15, 2024 Planning Commission Workshop
 - May 20, 2024 Planning Commission Public Hearing
- Attachment B: March 13, 2024 Bremerton Housing Authority proposal
- Attachment C: March 26, 2024 City Attorney Memorandum

TEMPORARY ENCAMPMENT PERMIT

Temporary Encampments Permits are issued to properties that temporarily host outdoor shelters for persons experiencing homelessness, and are regulated per Bremerton Municipal Code (BMC) 20.46.090. The Temporary Encampment Permit section was adopted in 2019 in response to State statute ([RCW 35.21.915](#)) requiring jurisdictions provide religious institutions the ability to host encampments, while also ensuring public health and safety were maintained. Per the intent section of BMC 20.46.090, *“The City of Bremerton desires to establish reasonable development standards for sponsors of outdoor temporary encampments. These facilities do not represent a permanent solution to homelessness but rather can provide vitally needed shelter and a first step to more permanent forms of housing. This section provides an equitable process, with reasonable conditions and an associated permit, to meet the need for temporary shelter for local homeless persons while ensuring public health, safety and welfare.”*

The following report offers an overview of the proposal, with the included amending ordinance providing more specific detail. Two Planning Commission meetings were held to discuss the proposed topics; links can be found below to specific meeting packets.

- [Planning Commission Public Workshop, April 15, 2024](#)
- [Planning Commission Public Hearing, May 20, 2024](#)

The proposed amendments to this code section are quite narrow in scope. The original proposal from the Bremerton Housing Authority (BHA) is provided as Attachment B. The City legal team reviewed the BHA proposal and recommended some alterations to ensure a more defensible process. As detailed in Attachment C, the City Attorney recommended maintaining time limitations, a Hearings Examiner approval process, and other items. As this is the *temporary* encampment section, removing all timelines from the code section was deemed inappropriate. The [Hearings Examiner](#) process serves in a role similar to that of a judge to ensure that fair and impartial decisions are made on project permits. Permits subject to the Hearings Examiner process are Type III decisions per [BMC 20.02](#), requiring public notice and a public hearing.

EXISTING CODE SECTION

The existing Temporary Encampment Permit may apply to any zone within the City, and an individual site may host an encampment for 183-days per the existing code. It is important to note that Temporary Encampment Permits seeking the existing 183-day permit would continue to be processed as a Type I Director’s level decision. The proposed code changes do not remove the existing process, but add a separate potential permit option for an extended site duration. The existing code contains provisions including but not limited to:

- [Siting Criteria](#). minimum property size, maximum encampment size, setbacks, screening, etc.
- [Public Notice](#). The applicant is required to provide an impact mitigation plan, security plan, and documentation demonstrating communication with community groups like the Bremerton Police, Schools, Childcare Services, and Kitsap Public Health District. Public notice is mailed to properties within 500-feet of a proposed site, advertising a community meeting where project plans will be presented to the public for comment.

- Performance Criteria. In order to maintain the use, the host site must ensure safe onsite conduct, sanitary conditions, and permit regular inspections by the City Building Division, Fire Department, and Bremerton Police Department.
- Provisions for Permit Revocation. If onsite conditions are not maintained consistent with code requirements, provisions are provided to revoke individual encampment permits.

PROPOSED CODE SECTION

The proposed code section seeks not to undermine the existing intent of the code to provide, “. . . an equitable process, with reasonable conditions and an associated permit, to meet the need for temporary shelter for local homeless persons while ensuring public health, safety and welfare.” The following provides an overview of the proposed amendments to the Temporary Encampment Permit section:

- Hearings Examiner. The Hearings Examiner process is recommended by the City Attorney and the Planning Commission. The Hearings Examiner will provide an unbiased judicial process for applicants, while also providing additional opportunities for the public to provide comment.
- Time Period. The Planning Commission recommends the City Council consider a Temporary Encampment Permit option of 3-years, with the option to grant additional 3-year extensions. BHA has indicated that this longer period of time is needed to secure funding, and ensure the investment is then appropriately utilized. The 3-year time period would be the most extensive Temporary Encampment Permit option known to Staff within Washington State. The City of Longview currently permits temporary outdoor encampments to renew the permit annually per [Longview Municipal Code 7.29.060\(4\)](#). Similarly, the City of Everett permits outdoor encampments for a period of one year, with an option to extend annually per [Everett Municipal Code 19.08.200\(c\)\(1\)](#). The City of Lynnwood provides for an extension to encampment permits for a period of 6-months [per Lynnwood Municipal Code 21.74030\(c\)\(14\)](#), though extensions may be automatically granted for sites maintaining code compliance.
- Permissible Zones. The draft language would limit areas where temporary encampments could be located for 3-years to the District Center Core, General Commercial, Freeway Corridor, Industrial zone, and Puget Sound Industrial Center. The 183-day permit would continue allow individual sites to be permissible in any zone. This permit regulates outdoor Temporary Encampments, the Council should note that per [HB 1220](#) indoor emergency shelters would continue to be permitted in all other commercial zones that permit hotels.
- Social Services: The Bremerton Housing Authority is seeking to establish a longer Temporary Encampment Permit option as one step in the *Housing Continuum*. The BHA Housing Continuum seeks to assist the unhoused to attain more permanent forms of housing over time. To be eligible for longer term Temporary Encampment Permits, the draft amendments recommend the applicant provide enhanced onsite social services beyond basic shelter.

- Minimal Design Standards: As these installations are proposed to be longer-term, the Planning Commission recommends structures that reflect longer residency in the community. The proposed code would require applicants for the 3-year Temporary Encampment Permit to ensure temporary shelters be composed of “durable/rigid” materials. An example [Pallet Shelter](#), that would meet this proposed criteria of approval, is illustrated in the adjacent image.



- Property Size. BHA has requested that the minimum property size for this permit process be lowered from 1 acre to .5 acres. BHA believes that required onsite screening, parking, and other required site installations could be provided on a smaller .5 acre site, which would open up additional properties in the site selection process.
- Recent Revision. The City Council should note, that additional amendment language was added after the Planning Commission recommendation was executed. Clarifying language was added to the proposed code amendments which reference [RCW 35.21.915](#). While the existing City code limits the total number of encampments in the City to one encampment at a time, RCW 35.21.915 notes that the City cannot limit religious organizations from providing a temporary encampment. Reference to RCW 35.21.915 was added to the proposed code changes to ensure the understanding that State statute supersedes any potential City code.

SUMMARY

To review, there is an existing Temporary Encampment Permit process that will remain unchanged; this 183-day permit will continue to be available to applicants. The proposed zoning code alteration would provide an additional process that extends the amount of time a single site can host a Temporary Encampment. Due to the extended nature of the permit, the proposed extended permit would require additional social services be offered onsite, modest design standards, and other requirements for approval. The Planning Commission unanimously recommended the City Council approve the proposed amendments at a Public Hearing held on May 20, 2024.

APPROVED

CITY OF BREMERTON

PLANNING COMMISSION MINUTES OF REGULAR MEETING April 15, 2024

CALL TO ORDER:

Chair Wofford called the regular meeting of the Bremerton Planning Commission to order at 5:30 p.m.

ROLL CALL

Commissioners Present

Chair Wofford
Vice Chair Tift
Commissioner Rich
Commissioner Pedersen
Commissioner Coviello

Staff Present

Andrea Spencer, Director, Department of Community Development
Garrett Jackson, Planning Manager, Department of Community Development
Kelli Lambert, Senior Planner, Department of Community Development

Quorum Confirmed

CHAIR CALL FOR MODIFICATIONS TO AGENDA

The agenda was accepted as presented.

APPROVAL OF MINUTES

COMMISSIONER COVIELLO MOVED TO APPROVE THE PLANNING COMMISSION MEETING MINUTES OF APRIL 15, 2024, AS PRESENTED; COMMISSIONER TIFT SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

PUBLIC MEETING

Call to the Public (public comments on any item not on the agenda)

No public comments received.

WORKSHOP (INFORMATION ONLY):

Zoning Code Amendments – A Power Point presentation was provided by Department of Community Development Planning Manager **Garrett Jackson**.

No public comments received.

Questions and comments were submitted by Planning Commissioners **Tift, Rich, Coviello, Pederson** and **Wofford** with responses provided by **Garrett Jackson, Andrea Spencer, Jill Stanton Executive Director of the Bremerton Housing Authority,** and **Bree Medley Architect for the Brandt Design Group.**

BUSINESS MEETING

Chair Report

Chair Wofford No report.

Director Report

Noted a new Planning Commission Secretary should be present at the May meeting, and applications are being considered for new potential Planning Commission appointments.

Old Business

None.


New Business

No new business

ADJOURNMENT

The meeting was adjourned at 6:04 p.m.

Respectively Submitted by:



Andrea L. Spencer, AICP
Executive Secretary

 FOR
Nick Wofford, Chair
Planning Commission

APPROVED

DRAFT

CITY OF BREMERTON

PLANNING COMMISSION MINUTES OF REGULAR MEETING May 20, 2024

CALL TO ORDER:

Vice Chair Tift called the regular meeting of the Bremerton Planning Commission to order at 5:40 p.m.

ROLL CALL

Commissioners Present

Chair Wofford (remote)
Vice Chair Tift
Commissioner Rich
Commissioner Pedersen
Commissioner Coviello

Staff Present

Andrea Spencer, Director, Department of Community Development
Kylie Finnell, City Attorney, Legal
Garrett Jackson, Planning Manager, Department of Community Development
Kelli Lambert, Senior Planner, Department of Community Development
Sharon Schwartz, Project Assistant, Department of Community Development

Quorum Confirmed

CHAIR CALL FOR MODIFICATIONS TO AGENDA

The agenda was accepted as presented.

APPROVAL OF MINUTES

COMMISSIONER COVIELLO MOVED TO APPROVE THE PLANNING COMMISSION MEETING MINUTES OF MAY 20, 2024, AS PRESENTED; COMMISSIONER RICH SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

PUBLIC MEETING

Call to the Public (public comments on any item not on the agenda)

No public comments received.

PUBLIC HEARING:

Zoning Code Amendments: Temporary Encampment Permit (BMC 20.46.090) – A Power Point presentation was provided by Department of Community Development Planning Manager Garrett Jackson.

During Mr. Jackson's presentation he provided an overview of the Public comments received during the SEPA process which was: The Bremerton Housing Authority suggested reducing the required lot size to no less than .5 an acre.

Vice Chair Tift opened the Public Hearing to receive testimony from the public. No participants indicated a desire to provide testimony. Vice Chair Tift closed the Public Hearing.

Questions and comments were offered by Planning Commissioners Pederson, Tift, Coviello and Wofford with responses provided by Garrett Jackson and Andrea Spencer.

CHAIR WOFFORD MADE A MOTION TO RECOMMEND THAT THE CITY COUNCIL ADOPT ZONING CODE AMENDMENTS, AS SHOWN IN ATTACHMENT I, AND AMENDED TO ALLOW A REDUCED ½ ACRE PARCEL SIZE AS SHOWN IN THE MAY 20TH 2024 PRESENTATION, BASED ON THE FINDINGS AND CONCLUSIONS IN ATTACHMENT III; COMMISSIONER COVIELLO SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

BUSINESS MEETING

Chair Report

Chair Wofford No report.

Director Report

Introduced the new Planning Commission Clerk. 2024 Transportation survey results are available at Bremerton2044.com. CDGB Project Review Committee needs a delegate from the Planning Commission to serve, and Vice Chair Tift indicated that he would be willing to serve again this year. Applications are being considered for new potential Planning Commission appointments and interviews to take place.

Old Business

None.

New Business

No new business.

ADJOURNMENT

The meeting was adjourned at 6:13 p.m.

Respectively Submitted by:

Andrea L Spencer, AICP
Executive Secretary

Nick Wofford, Chair
Planning Commission

APPROVED



600 Park Avenue
Bremerton WA 98337
(p) 360-616-7241
(f) 360-616-2811

www.bremertonhousing.org

March 13, 2024

City of Bremerton
Planning & Development

Zoning Code Text Change Request:

We are requesting an addition to the Temporary Encampment Ordinance (20.46.090) language. The ordinance was written in a manner to address truly temporary encampments and limit their impact on surrounding neighborhoods. As it stands, the ordinance fails to address more substantive shelters to be used as part of the continuum of care as it relates to finding more lasting solutions to the homelessness crisis. As agencies continue to find new and more permanent solutions, there is a need for a time duration exception to be added to the code. We are requesting that the code language below be added to subsection H of ordinance 20.24.090 which will provide an exception to the duration limitations as set forth in the ordinance.

H. Duration and site restoration:

(1) Duration. A proposed temporary encampment may be allowed at one property for up to one hundred eighty-three (183) days, either consecutively or cumulatively, during any twenty-four (24) month period, except that where the one hundred eighty-third day falls on Friday through Sunday, an additional two (2) days shall be allowed to dismantle and remove the accommodation over the immediately following weekend. The applicant and/or property owner shall store, out of sight from adjacent properties, the residents' personal belongings that are left on site after the dismantling of the site.

(a) Exceptions

(i) Duration limitation can be waived if

- (a) Any temporary shelter(s) is operated by an approved group or organization that provides full-time on-site security and monitoring, and**
- (b) Shelter(s) are adhered to the ground and meet the minimum life safety requirements, and**
- (c) Receives approval by city council.**

The addition of this language in the code will allow investing both private and city funds the fiscal security to address the homelessness issue in a more holistic manner. By requiring these more permanent shelters to still apply for an encampment permit, the city can ensure these shelters do not become a blight as they will be subject to the mandatory periodic inspections. Additionally, specific conditions of approval can be added to approved encampment permits

March 13, 2024
Page 2 of 2

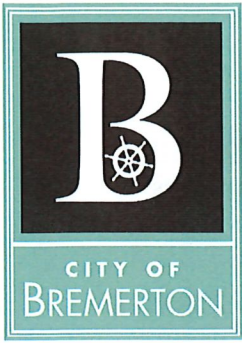
based on location. The added language requiring City Council Approval in order to obtain the duration waiver provides the City an additional layer of protection and review.

We appreciate your consideration of our request.

Respectfully,

A handwritten signature in blue ink that reads "Jill Stanton". The signature is written in a cursive, flowing style.

Jill Stanton
Executive Director



Office of the City Attorney
Kylie J. Finnell, City Attorney

Memorandum

To: Mayor Greg Wheeler and Director Andrea Spencer
From: Kylie Finnell, City Attorney
Re: Zoning Code Text Change Request
Date: March 26, 2024

I have reviewed the Zoning Code Text Change Request submitted by the Bremerton Housing Authority on March 13, 2024. The proposed change is to Bremerton Municipal Code (BMC) Section 20.46.090 ‘Temporary Encampment Permit.’ This code establishes “reasonable development standards for sponsors of outdoor temporary encampments.” BMC 20.46.090(a). The code contemplates shelters which “are not permanently attached to the ground” and “are intended for temporary occupancy.” BMC 20.46.090(b)(3). For the purposes of this code, “temporary” is defined as “one hundred eighty-three (183) days.” BMC 20.46.090(b)(5).

The Bremerton Housing Authority requests that language be added to the code to waive the duration limitation if (a) the temporary shelter is operated by an approved group or organization that provides full-time on-site security and monitoring, (b) shelters are adhered to the ground and meet the minimum life safety requirements, and (c) receives approval by the City Council.

I make the following recommendations regarding this request:

1. Do not waive the duration limitation entirely. Provide a reasonable limitation on the exception to the 183-day duration limitation subject to additional renewals. This code is for temporary structures and removing the duration limitation entirely is inappropriate for a “temporary encampment permit”.
2. Do not limit the applicability of the code to specific “approved” groups or organizations. The code should instead set criteria and conditions that are reasonably related to the activity being regulated and apply equally to all individuals or entities seeking a permit.
3. Do not include language that is in opposition to the definition of shelters in BMC 20.46.090(b)(3). The text change regarding shelters “adhered to the ground” with “minimum life safety requirements” could be confusing given the definition of shelters in BMC 20.46.090(b)(3).
4. Do not direct application of this code through the City Council. Consistent with other sections of Bremerton’s zoning code and best practice for zoning and land use decisions, direct the application through the Hearing Examiner. As noted by the Municipal

ATTACHMENT C

Research and Services Center in the attached article [Should Legislative Bodies Conduct Quasi-judicial Hearings?](#), the Washington Cities Insurance Authority “encourages councils to divest themselves as much as possible of the quasi-judicial role.”

5. Develop specific criteria for Hearing Examiner consideration.
6. Ensure internal consistency within Title 20 for any changes to the text.

To summarize, the requested text change is appropriate with some modifications. As written, BMC 20.46.090 is a Type I Directors Approval that allows a variety of temporary shelters in all zones for 183 days subject to conditions generally addressing health and safety. The text change with the modifications above would be a Type III Conditional Use Permit still allowing a variety of temporary shelters but for a longer duration subject to additional conditions and criteria related to an extended duration.



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> [Should Legislative Bodies Conduct Quasi-Judicial Hearings?](#)

Should Legislative Bodies Conduct Quasi-Judicial Hearings?

August 31, 2016 by [Joseph W. Tovar](#)

Category: [Guest Author](#), [Land Use Administration](#)



Photo credit: [Michael B.](#)

Can you be a legislator and a judge at the same time?

Any high school civics student can correctly answer this question with respect to the federal and state governments. The answer is an unequivocal “no” because of the separation of powers doctrine - one of the key principles contained in both the federal and state constitutions. The response to this issue at the local government level, however, has historically been different, particularly with respect to the land use permit review process.

People are elected to Congress or the Washington State Legislature to be lawmakers. They make the law by adopting legislation. The administration and enforcement of laws adopted by those legislators is the responsibility of

the executive branch. The judicial branch of government plays a very different role - it applies the meaning of the law to cases brought before it.

Adjudication requires reviewing evidence and arguments and applying the law to the facts of the case to determine the outcome. In contrast to the legislative and executive branches, which are unquestionably political bodies, the judicial branch at both the federal and state level was designed to be apolitical – rendering judgments based on facts and law, not on popular opinion or campaign promises.

This “separation of powers” has been less absolute at the local government level in Washington. Since statehood, local governments have mirrored the distinct roles and functions of the legislative branch (e.g., city, town, and county councils) and the executive branch (e.g., elected mayors). However, until the 1970’s, councils in all Washington cities also played a “quasi-judicial” role with respect to certain land use permits. They were responsible not only for adopting local zoning laws, but sitting in judgment on appeals when zoning permits were approved or denied by an administrator, a board of adjustment, or a hearing examiner. Any party dissatisfied with the council’s decision on such appeals may appeal to superior court. A superior or appellate court may overturn a council’s decision, but significantly, depending on the circumstances, may also impose financial judgments against the city.

Since the 1970s, many counties and cities have moved away from the “quasi-judicial” role. This movement began with the adoption by local governments of the **hearing examiner system** to conduct public hearings on many quasi-judicial land use permits, building a record, and adopting conclusions of law to support the decision. Hearing examiners are hired because of their background in land use law and most are lawyers. Their professional training enables them to avoid procedural or other errors that would undermine the legal sufficiency of the permit review and decision. As non-elected officials, hearing examiners are insulated from political pressures and are relied upon to render objective and impartial decisions.

Many cities in the state now use hearing examiners to conduct at least some quasi-judicial public hearings. While council action is required on rezones, the law gives councils the option to assign to their hearing examiners authority to make final decisions on other types of quasi-judicial permits. Examples of such permits are conditional use permits, variances, planned unit developments, design review approvals, site plan approvals, and short subdivisions.

Over the past decade, many city councils have removed themselves from final approvals and appeals of these types of quasi-judicial decisions, delegating that responsibility to their hearing examiners. This means that any appeals of a hearing examiner's decision are taken directly to superior court rather than to the council. Why have those cities, including Covington, Kirkland, Mercer Island, Shoreline, and Edmonds, taken this step? Why should your council consider following their lead? There are many reasons, but here are the top three:

1. One major concern is the financial risk of having lay elected officials with no training or background in the law attempting to, in effect, practice law. That is why the Washington Cities Insurance Authority, the risk pool for many cities in the state, strongly encourages councils to divest themselves as much as possible of the quasi-judicial role. There are a number of procedural pitfalls that could expose the city treasury to multi-million dollar judgments. Even the most intelligent, best-intentioned, and detail-oriented people make mistakes. The risk of such mistakes is amplified at least seven-fold when seven non-legally trained council members are involved, rather than a single legally-trained hearing examiner.

When sitting as a quasi-judicial body, some city councils conduct not only the hearing but also their deliberations in open session. Some do so in an effort to make the process more transparent, but this practice also increases the surface area for a procedural misstep to occur. A too frequent error is allowing a member of the public to make comment outside the record, after it is closed. Sometimes council members feel compelled to make off-the-cuff remarks in an attempt to mollify unhappy citizens, a practice which is fraught with risk. A hearing examiner listens to public comments at the hearing and may ask questions of clarification, but her/his deliberation is an internal mental process – it occurs after the hearing is over, not while it is still in session.

2. Quasi-judicial cases can be extremely time intensive. The record and written and oral argument can consume many hours of time to be sufficiently reviewed, debated, and discussed. This is typical even for project permits that are fairly small in scope, such as a four-lot short plat or a variance for an individual house. City councils have many demands on their agenda time including issues with far greater impact on the well-being of the entire community.

Only the elected council can adopt city budgets, ordinances and programs, and provide overall policy direction to the many functions of the city organization. They cannot delegate those responsibilities to others. With the exception of rezones, councils can delegate the quasi-judicial role.

3. The quasi-judicial role frequently places city council members in an untenable lose-lose predicament. Elected officials can be caught between the need to be responsive to the desires of their constituents and their duty to be responsible to the clear legal criteria governing the permit decision before them. For example, elected officials involved in a quasi-judicial hearing may not engage in “ex parte” discussions with community members about the pros and cons of that case, which can be frustrating for both parties. Doing the right thing by the legal criteria for a decision may result in a political cost at the next election, while departing from the legal framework in order to satisfy constituents runs the risk of a potentially catastrophic hit on the city treasury.

The reasons for councils to remove themselves from the quasi-judicial role are many and compelling. This does not mean that they can no longer be responsive to the needs of their communities and citizens. Indeed, it should be remembered that every quasi-judicial decision is governed by the applicable land use policies and code standards that are adopted by – the city council!

To that end, a council’s time and attention to land use matters is best invested in adopting clear and effective policies and codes that govern all permits, including quasi-judicial ones. Several cities also require an annual report from their staff and hearing examiners summarizing the nature, frequency, and disposition of quasi-judicial permits. Such ongoing monitoring enables them to identify land use policies or standards that should potentially be revised. By playing this legislative role, a role for which they are uniquely suited and which only they can play, a city council can more effectively provide needed direction to the development of their community without exposing the city to needless financial risk.

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About Joseph W. Tovar

Joseph W. Tovar writes for MRSC as a guest author.

Joseph W. Tovar, FAICP, helps communities create visions of their preferred futures, and how to implement them through plans, codes, projects, strategies and organizational training. He has served as planning director for the cities of Shoreline, Kirkland and Covington and as Chair of the Growth Management Hearings Board. In private practice, Mr. Tovar has provided consultant services to private clients, including Washington counties and cities, as well as the Association of Washington Cities. He is a Fellow of the American Institute of Certified Planners and an Affiliate Associate Professor at the University of Washington.

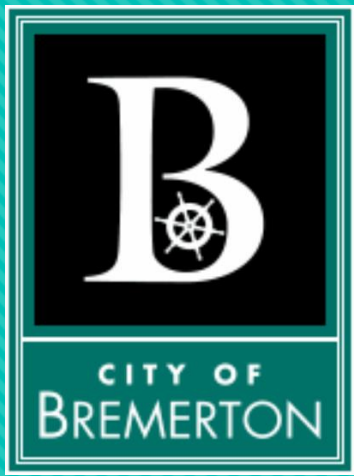
The views expressed in guest author columns represent the opinions of the author and do not necessarily reflect those of MRSC.

[VIEW ALL POSTS BY JOSEPH W. TOVAR](#)

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Follow us:



Zoning Code Amendments Temporary Encampment Permit (BMC 20.46.090)

Presenter: Garrett Jackson

June 26, 2024

Planning Commission Recommendation

Hold an open record Public Hearing, consider testimony, and approve the proposed amendments.

Zoning Code Amendments Process Review



State Requirements

RCW 35.21.915

- Required to allow temporary encampments hosted by religious organizations
- City regulations are limited to protecting public health and safety
- Religious organization exempt from some criteria (insurance, excessive fees, etc.)

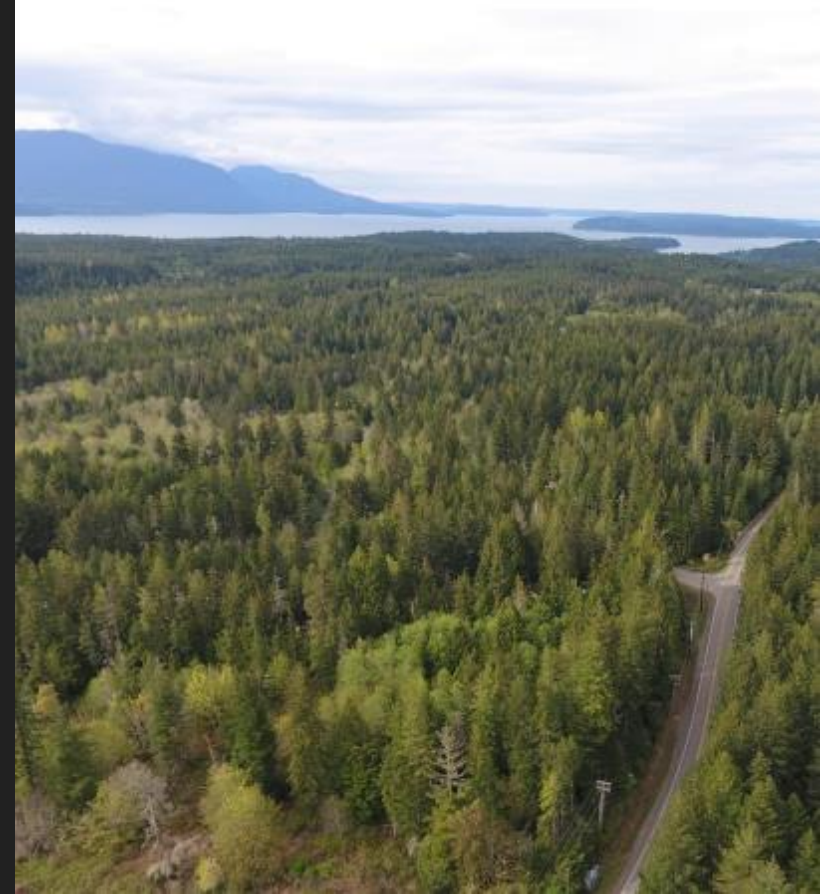


Kitsap Regional Coordinating Council (KRCC)

Countywide Planning Policies

AH-4(c) Housing strategies may include policies and programs that address the provision of diverse housing opportunities to accommodate people experiencing homelessness, older people, people who need physical or behavioral health supports, and other segments of the population that have special needs.

KITSAP COUNTYWIDE PLANNING POLICIES



City of Bremerton Comprehensive Plan

- Policy LU1 (B): Coordinate Bremerton's growth consistent with the Kitsap Countywide Planning Policies and the Puget Sound Regional Council's Vision 2040, and state requirements.
- Policy H2(E): Support efforts to provide for a variety of housing options such as: Emergency group housing, homeless shelters, and short-term housing to meet the needs of those in the lower income categories. .



Temporary Encampment Permit (BMC 20.46.090)

Existing Code Section (2019, Ord. 5393)

- Allowed in all zoning districts (183 days max)
- Outreach to police, fire, school, childcare, and health district
- Neighborhood meeting (mailed notification within 500-feet)
- Agree to inspections from Police, Fire, Building, Health District
- Plans for Security, sanitation, trash, setbacks, and screening
- Establish Code of Conduct eligibility (no illegal drugs, violence, noise, etc.)
- Permit revocation if terms of permit are not met



Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

(ii) A proposed temporary encampment may be allowed as a Type III Conditional Use Permit for a period of three (3) years if the following additional approval criteria are met:

- (A) The site is located within the District Center Core, General Commercial, Freeway Corridor, Industrial zone, and Puget Sound Industrial Center; and**
- (B) Social Services are provided such as access to healthcare, counselling, substance abuse treatment, and job training programs; and**
- (C) Onsite temporary shelters shall be composed of durable/rigid materials; and**
- (D) All other criteria per BMC 20.46.090 are met, except that parcel size limitations per BMC 20.46.090(C)(2)(i) may be reduced to no less than .5 acres.**
- (E) Applications for a three (3) year extension may be applied for after the first two (2) years of active permit approval are complete. Applications for extension must be received six (6) months prior to permit expiration. Only one (1) extension may be approved at a time.**



City of Everett



City of Olympia

Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

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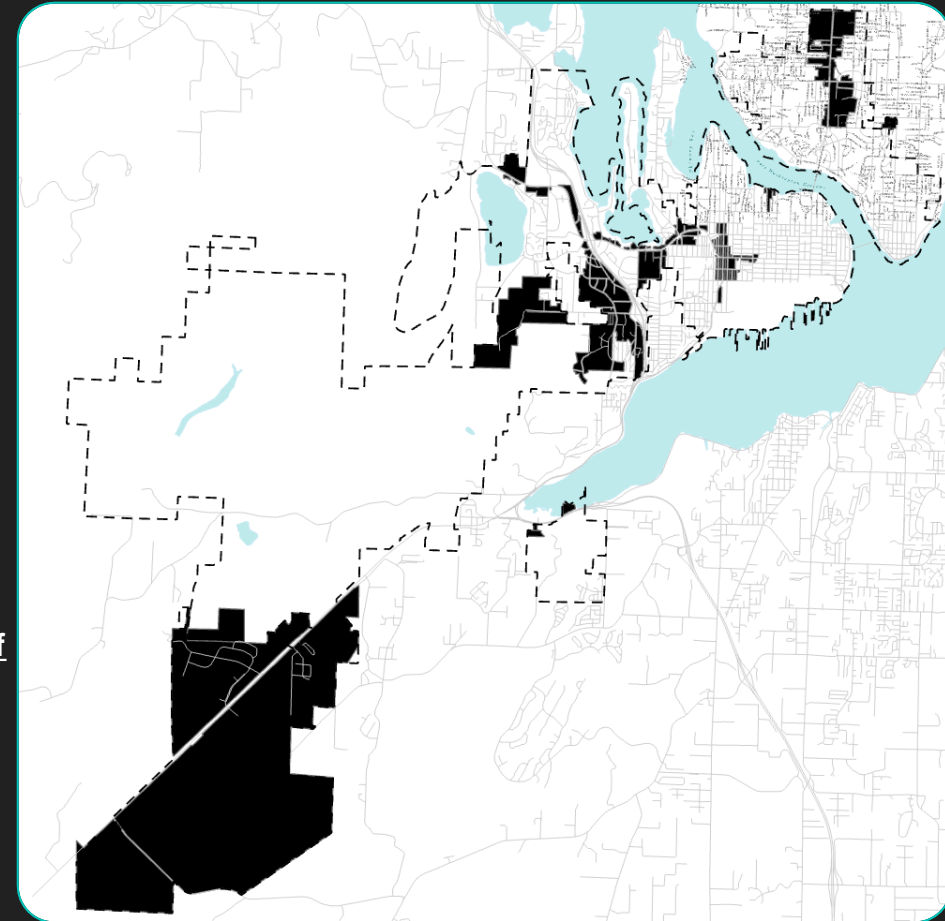
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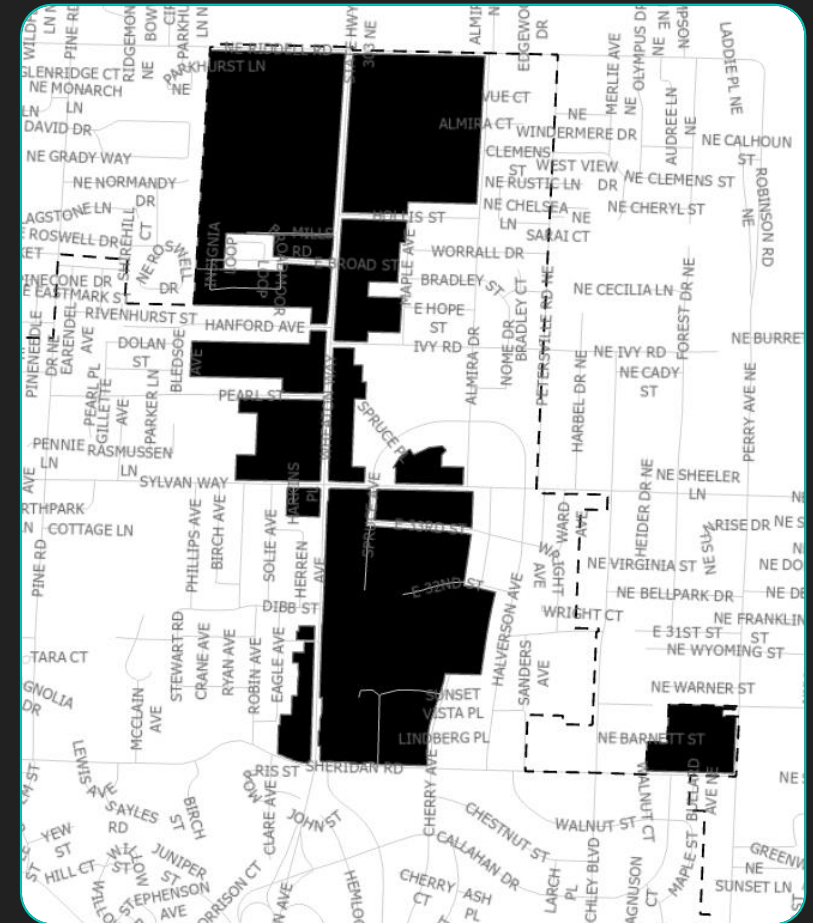


Temporary Encampment Permit (BMC 20.46.090)

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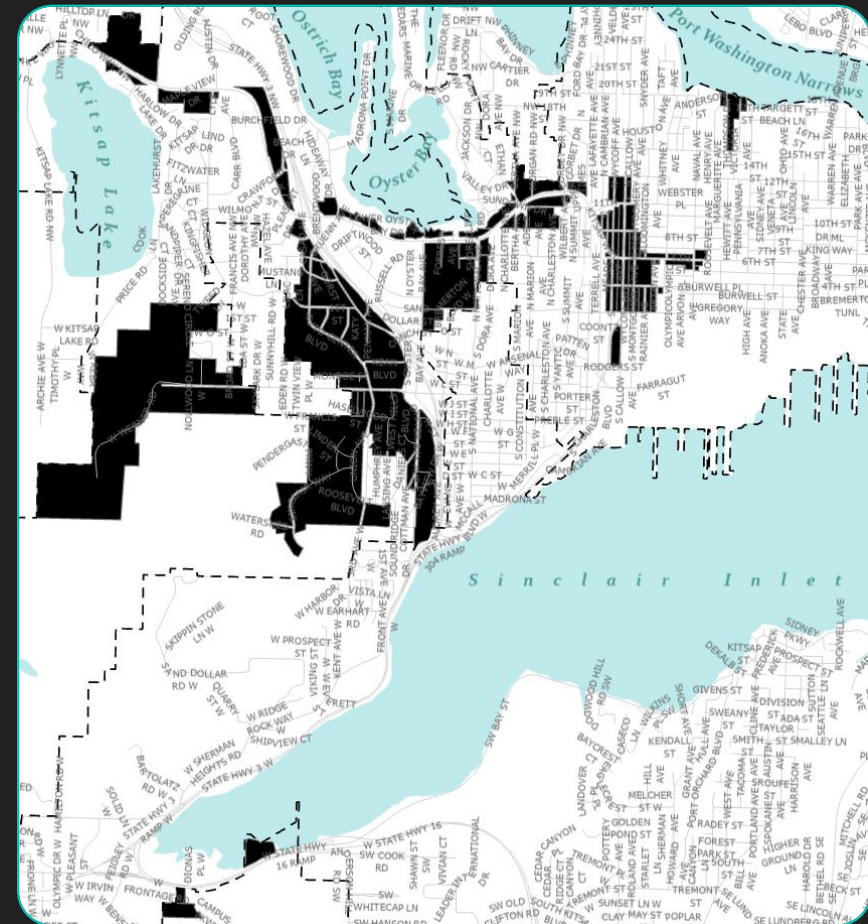


Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

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Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

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Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

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LOW INCOME HOUSING INSTITUTE (LIHI)



PALLET SHELTER



Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

(ii) A proposed temporary encampment may be allowed as a Type III Conditional Use Permit for a period of three (3) years if the following additional approval criteria are met:

- (A) The site is located within the District Center Core, General Commercial, Freeway Corridor, Industrial zone, and Puget Sound Industrial Center; and
- (B) Social Services are provided such as access to healthcare, counselling, substance abuse treatment, and job training programs; and
- (C) Onsite temporary shelters shall be composed of durable/rigid materials; and
- (D) All other criteria per BMC 20.46.090 are met, except that parcel size limitations per BMC 20.46.090(C)(2)(i) may be reduced to no less than .5 acres.
- (E) Applications for a three (3) year extension may be applied for after the first two (2) years of active permit approval are complete. Applications for extension must be received six (6) months prior to permit expiration. Only one (1) extension may be approved at a time.



Temporary Encampment Permit (BMC 20.46.090)

Revised Code Language

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The screenshot shows the City of Bremerton website header with the logo and navigation links "Our Government" and "City Services". Below the header is a scenic image of a waterfront town. The main content area is titled "Hearing Examiner" and "Role". The role description states: "The Hearing Examiner's serves in a role similar to that of a judge. The Hearing Examiner ensures that parties receive proper due process; and issues final decisions on some land use applications and makes recommendations to the City Council on others. In the case of code enforcement hearings, the Hearing Examiner determines whether a violation occurred and if so what monetary penalties are accessed."

Reference Language Added

- BMC 20.46.090(a) Intent. The City of Bremerton desires to establish reasonable development standards for sponsors of outdoor temporary encampments. These facilities do not represent a permanent solution to homelessness but rather can provide vitally needed shelter and a first step to more permanent forms of housing. This section provides an equitable process, with reasonable conditions and an associated permit, to meet the need for temporary shelter for local homeless persons while ensuring public health, safety and welfare. Consistent with BMC 20.40.110, RCW 35.21.915 supersedes any standard found to be in conflict with this section.
- BMC 20.46.090(c)(6) Limit of Encampments. No more than one (1) temporary encampment shall be permitted and operating at any one time in the City, or as otherwise allowed per RCW 35.21.915.

Planning Commission Recommendation

Hold an open record Public Hearing, consider testimony, and approve the proposed amendments.

Staff is available for questions.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

SUBJECT:

Contract Award to Nisqually Construction Services, LLC for Construction of Haddon Park Improvement Project

Study Session Date: June 26, 2024
COUNCIL MEETING Date: July 3, 2024
Department: Parks & Recreation
Presenter: C. Berna/B. Hauschel
Phone: (360) 473-5429

SUMMARY: Sealed bids for construction of the Haddon Park Renovation Project were opened on May 24, 2024. Seven (7) bids were received. Nisqually Construction Services, LLC was the lowest responsive, responsible bidder with a bid of \$775,237.01 (WSST included).

ATTACHMENTS: 1) Bid Tabulation; 2) Project Budget Summary *Updated*; 3) Haddon Park Concept; 4) Contract

FISCAL IMPACTS (Include Budgeted Amount): Funding for the project includes: \$850,000 from State of Washington RCO grants; \$6,500 from Bremerton Parks Foundation grant; \$132,000 CDBG (for playground, not-in-contract), and 400k REET. Total project estimate is \$1,715,817.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to award a contract in the amount of \$775,237.01 (WSST included) to Nisqually Construction Services, LLC for construction of the Haddon Park Renovation Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented; and further authorize a budget adjustment of \$382,317 per the attached project budget summary.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY OF BREMERTON
 BID TABULATION

BID TITLE:		HADDON PARK RENOVATION PROJECT		OPENED BY:		COLLETTIE BERNHA	
DATE OPENED:		5/24/2024		RECORDED BY:		ANGELA HOOVER	
TIME OPENED:		1:00 PM					
NAME OF BIDDER	BOND	BID ADD 1	BID ADD 2	BASE BID	SALES TAX	TOTAL	
Beisley Enterprises LLC	Y				0.00	943,120.20	
Key Industrial	Y				0.00	717,300.95	
Pat Hall	Y				0.00	719,600.51	
Mathews Electric	Y				0.00	355,800.40	
Rodarte	Y				0.00	754,500.47	
Sound Pacific	Y				0.00	953,100.02	
Nisqually	Y				0.00	751,200.48	
CURRENT SALES TAX RATE	9.20%						
SUMMARY							
ENGINEER ESTIMATE (INCLUDING SALES TAX)							
APPARENT LOW BIDDER	Mathews Electric			\$ 35,886.40			
SECOND LOW BIDDER	Nisqually			\$ 751,230.48			
THIRD LOW BIDDER	Rodarte			\$ 756,589.47			

HADDON PARK RENOVATION PROJECT

Project No. 59167

REVENUE

Grants

RCO - Local Parks	500,000
RCO - Youth Athletic Facilities	350,000
CDBG - Playground Only (NIC)	132,000

Donations

Bremerton Parks Foundation	6,500
----------------------------	-------

City Match

Approved REET	400,000
Additional REET Needed (Reduced by \$89,700 pending YAF Cost Increase Approval)	327,317

TOTAL REVENUE TO FUND PROJECT **\$ 1,715,817**

EXPENDITURE

Contracted Services

Engineering/GeoTech/Cultural Resources	155,852
Engineering/CR During Construction	25,750
Construction Contract (Incl. Contingency)	862,761
Construction Mngt	98,000
Restroom	225,141
Irrigation Design	2,894
Irrigation Install	72,085

Out of Contract Elements

Permitting, Bid Services, Site Prep	16,999
Shelter, Site Furn, Signage, Water Meter	63,721
Landscaping	20,680
Playground (Funded by CDBG)	132,000

Other

Contingency	39,934
-------------	--------

TOTAL EXPENDITURES **\$ 1,715,817**

Haddon Park Site Development Plan



Haddon Park Site Plan Enlargement *(Rotated for legibility)*





**Contract Documents For
Haddon Park Renovation Project**

City of Bremerton Department of Parks and Recreation

Bid Opening:

1:00 PM, May 24th, 2024
City Clerk's Office, City Hall
345 Sixth Street, Suite 100
Bremerton, WA 98337-1873

Contact Person:

Colette Berna
Parks and Recreation Department
680 Lebo Boulevard
Bremerton, WA 98310
Tel: (360) 473-5429
Colette.Berna@ci.bremerton.wa.us

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CERTIFICATE OF ENGINEER

The technical material and data contained in these Specifications for the Haddon Park Renovation Project were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



4/12/2024

Prepared by: Jason Jose Ceralde, PLA
Project Landscape Architect
WSDOT Specification Divisions 1, 2, 4, 6, 7, 8 (except Section 8-20)



4/16/2024

Marvin C. Casanova, PE
WSDOT Specification Section 8-20

Colette Berna 4/16/24

Recommended by: Colette Berna
Parks Projects Planner, City of Bremerton
Parks and Recreation

4/16/2024

Approved by: Jeff Elevado
Director, City of Bremerton
Parks and Recreation

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- B CONSTRUCTION FORMS (NOT USED)
- C CONSTRUCTION PLANS (BOUND SEPARATELY)
- D GEOTECHNICAL REPORT
- E PRODUCT INFORMATION

PART I
BIDDING REQUIREMENTS AND CONTRACT FORMS

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**NOTICE INVITING BIDS
FOR
HADDON PARK RENOVATION PROJECT**

RECEIPT OF BIDS: Sealed Bids will be received at the office of the City Clerk of the City of Bremerton, located at 345 6th Street, Bremerton, Washington 98337 until 1:00 P.M. PST as shown on the wall clock inside the City Clerk's office on May 24th, 2024, for the project **Haddon Park Renovation Project**. The City will also accept bids via email. Bids sent via email shall be submitted to city.clerk@ci.bremerton.wa.us, with Title noted on the subject line of the email to ensure property handling and delivery. All electronic documents shall be in PDF format and shall not exceed 10 MB in size and in zipped file. It is recommended under Message Properties the box for "Request a delivery receipt for this message" be checked as this is the only method by which verification of delivery will be given. Emailed Bids will be received until 1:00 P.M. PST as shown on the wall clock inside the City Clerk's office Bids received after the specified time and date will not be considered.

OPENING OF BIDS: The bids will be publicly opened and read after 1:00 P.M. on May 24th, 2024, in the office of the City Clerk at 345 6th Street, Bremerton, Washington 98337 and via Zoom. Please request a copy of the Zoom link no later than May 22nd at 4 pm.

COMPLETION OF WORK: The WORK must be physically completed within sixty (60) working days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: The WORK to be completed under this Contract consists of the improvement of Haddon Park, including demolition, earthwork, construction of subdrains, curbing, asphalt walkways, concrete slabs, modular block walls, asphalt pavement and overlay, pavement marking, signing, storm sewer, pre-engineered owner-provided picnic shelter, pre-engineered restroom, and landscaping. All work shall be performed in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Engineer's Estimate range for this project is \$1.0 to \$1.2 million.

PREVIEWING CONTRACT DOCUMENTS: Contract Documents may be previewed on the ARC (formerly known as Reprographics Northwest) website (www.e-arc.com). Go to <http://www.e-arc.com/locations/219>, click on the 'Enter Public Planroom' link and scroll down to find the project.

PURCHASING CONTRACT DOCUMENTS: The Contract Documents may be ordered and purchased online from ARC Document Solutions in Tacoma, WA (<http://www.e-arc.com/tacoma/>). Payment is typically cost of reproduction (non-refundable). Please call for availability and fax your request prior to picking up. Will-call option is available at ARC Tacoma, Seattle, or Bellevue offices. Subcontractors and those needing additional sets or partial sets may be purchased at cost of reproduction (non-refundable) from ARC. Bid sets can be mailed upon request and after receipt of reproduction costs, a non-refundable shipping, and handling fee.

PROPOSALS: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing bids shall be entitled: **Haddon Park Renovation Project**.

SITE WALK: A non-mandatory walk at the project site will be led by City of Bremerton staff on May 1, 2024, between the hours of 10:00 AM and 11:00 AM. Bidders are strongly encouraged to attend the site walk in order to become familiar with site conditions. Please send intent to attend to project contact.

BID SECURITY: Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. The failure to furnish a bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

PERFORMANCE BOND: The successful bidder will also be required to provide a Performance Bond for 100 percent of the Contract Price. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bremerton.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of seventy-five (75) calendar days from the date of bid opening.

WAGE RATES: The attention of Bidders is directed to the requirements and conditions of employment to be observed and the minimum wage rates to be paid under the Contract. Per Section 1-07.9 of the Standard Specifications, this Contract is subject to the minimum wage requirements of RCW 39.12 and RCW 49.28. Prevailing wages for Kitsap County may be found at the Washington State Department of Labor and Industries website at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

PROJECT COMMUNICATION: All communications related to the project shall be directed to the City prior to opening of Bids:

Communication by Phone/Email:

Colette Berna

Telephone: (360) 473-5429

Email: Colette.Berna@ci.bremerton.wa.us

Communication by Mail:

Department of Parks and Recreation

680 Lebo Boulevard

Bremerton, WA 98310

ATTN: Colette Berna

CITY'S RIGHTS RESERVED: The City of Bremerton reserves the right to reject any and all bids on any or all schedules or additives or to waive any informalities in the bidding and shall determine which bid or bidders is the most satisfactory and responsible bidder and shall be the sole judge thereof.

No plea of mistake in the bid shall be available to the bidder for the recovery of his/her deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting

on behalf of the Contractor 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.

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.

The City of Bremerton in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

This project has been assigned a “Zero” DBE goal.

END OF NOTICE INVITING BIDS

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BIDDER'S CHECKLIST

This section lists the contract forms required for this project. The bidder's attention is especially directed to the forms that must be executed in full as required and submitted with the bidder's bid. These are indicated as follows in the section titled "Bid Documents."

BID DOCUMENTS

These documents must be executed and submitted to the City with your bid, no later than the designated bid closing date and time. Bids that do not include all of the required forms, properly completed, will be declared unresponsive.

1. Proposal Bond

This form to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.

2. Non Collusion Affidavit

3. Certification by Proposed Contractor Regarding Equal Employment Opportunity

4. Certification of Non-debarment and Suspension

5. Contractor's Registration

The successful Bidder shall acquire and/or possess a current City of Bremerton Business License and any other licenses and permits which may be required to fulfill the obligations of the Contract as specified. Business and occupancy (B&O) taxes shall be paid when due and the CONTRACTOR will agree to assign any payments due to the City Clerk for payment of such taxes which have been declared delinquent.

6. Bid Proposal

7. Proposal Form

8. Composted Materials Preference Form

9. Bid Certificate

Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

Bids by limited liability companies must be executed in the limited liability company name and be signed by a member, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

10. Information Required of Bidder

In selecting the lowest responsive, responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

PLEASE NOTE: Additional Bidder criteria are listed, and additional documentation may be required of Bidder, under section 1-02.14 of the Special Provisions.

11. Bidder's Subcontractor Contact Report

12. Certification of Compliance with Wage Payment Statutes Form

Documents to be Executed by the Successful Bidder

The following forms are to be executed after the contract is awarded. These forms must be submitted within five (5) calendar days after the date of Notice of Award of Contract.

1. **Contract**
2. **Contract Certificate**
3. **Performance Bond and Payment Bond**
To be executed by the successful bidder and its surety company.
4. **Insurance Certificates**

Documents to be Executed Prior to First Payment

The following form is to be executed prior to first payment:

1. **Statement of Intent to Pay Prevailing Wages, Department of Labor and Industries (obtain instructions and form at <https://lni.wa.gov/licensing-permits/docs/February2017PWIAInstructions.pdf>)**

Documents to be Executed upon Project Completion

1. Final Contract Voucher
2. Affidavit of Prevailing Wages Paid, Department of Labor and Industries

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Nisqually Construction Services, LLC

of Olympia, WA as principal, and the _____

Philadelphia Indemnity Insurance Company

a corporation duly organized under the laws of the state of Pennsylvania

and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Bremerton in the full sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Haddon Park Renovation Project

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposed bid by said principal be accepted, and the Contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the City of Bremerton within a period of five (5) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 24th day of May, 2024.

Nisqually Construction Services, LLC

Charles Galt

(Principal)

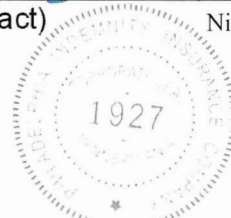
Philadelphia Indemnity Insurance Company

(Surety)

Nicholas Fredrickson

(Attorney-in-fact)

Nicholas Fredrickson



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Deanna M. French, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John R. Claeys, Marie I. Matejich, Mindee L. Rankin, Roger Kaltenbach, Ronald J. Lange, Sandy L. Boswell, Scott Fisher, Scott McGilvray, Susan B. Larson, Nicholas Fredrickson, Andrew P. Larsen, Scott Garcia, Charla M. Boadle, Alec Gumpfer, Katelyn Cooper, Andrew Kerslake, Sharon Pope, Jennifer L. Barrat and Derek Sabo of Parker, Smith & Feek Insurance, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

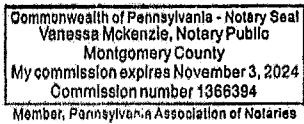


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of May, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

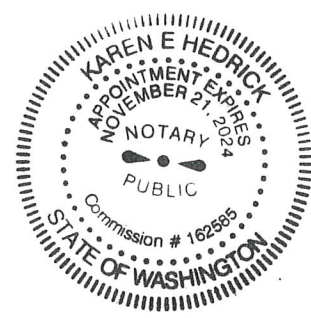
Jennifer Hines, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: [Signature]

Subscribed and sworn to before me

this 23 day of May, 2024
Karen E Hedrick

Notary Public in and for the
County of Pierce
State of Washington



(SEAL)

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**CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Chapter 56, Laws of 1975 1st Extraordinary Session, Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

Name of Prime Contractor: Nisqually Construction Services LLC

Address: 12820 Yelm Highway SE, Olympia, WA, 98513

Internal Revenue Service Employer Identification No. 451661758

- a. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No X

- b. Compliance reports were required to be filed in connection with such contract/subcontract. Yes ___ No X

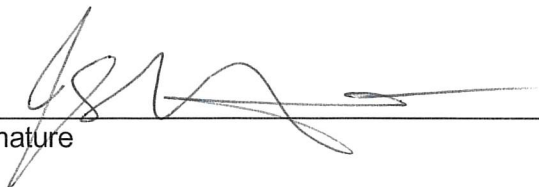
- c. Contractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. Yes ___ No X

d. If answer to item 'c' is "no", please explain in detail in the space below.
Contractor has not participated in a previous contact or subcontract to the
Equal Opportunity Clause

CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Jennifer Hines, Deputy CEO

Name and Title of Signer (please type or print clearly)



Signature

May, 24, 2024

Date

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CERTIFICATION OF NON-DEBARMENT AND SUSPENSION

INSTRUCTIONS TO CONTRACTORS AND BIDDERS: THIS FORM SHALL BE EXECUTED UPON REQUEST OF THE CITY

THE CONTRACTOR SHALL MAKE COPIES AND DISTRIBUTE THIS FORM TO ALL SUBCONTRACTORS. SUBCONTRACTORS MUST SUBMIT THIS FORM TO THE CITY PRIOR TO PERFORMING ANY WORK .

As a prospective contractor for working with the City of Bremerton and as a requirement of your submittal, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order AND the Washington State RCW 39.26.200

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Washington state RC 39.26.200 authorizes the director to fine or debar any contractor that hold convictions, violations or failures as outlined in RCW 39.26.200.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any Washington state agency. If, at any time during the term of the contract, such condition occurs the Contractor will notify the City without delay.

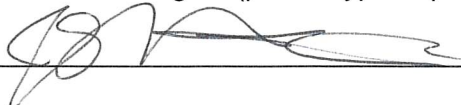
CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Nisqually Construction Services LLC

Company Name

Jennifer Hines, Deputy CEO

Name and Title of Signer (please type or print clearly)



May, 24, 2024

Signature

Date

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CONTRACTOR'S REGISTRATION

Name: Nisqually Construction Services LLC

Address: 12820 Yelm Highway SE, Olympia, WA, 98516

Employer's Identification Number
(Employer social security number, not your
personal social security number): 451661758

Employment Security Department Number: 429835-00-8

Washington Industrial Insurance Number: See attached

Washington State Excise Tax Registration
Number: 451661758

Washington State Contractor's Registration
Number/Expiration Date: WHHNINF896K60 4.30.2025

City of Bremerton Business License Number: 33109

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BID PROPOSAL

Haddon Park Renovation Project

BID TO: **City of Bremerton (Washington) Department of Parks and Recreation**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled **Haddon Park Renovation Project**.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):


Number	<u>1</u>	Date	<u>May, 10th, 2024</u>
	<u>2</u>		<u>May, 21st, 2024</u>

Failure to acknowledge all addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Proposal Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Proposal Forms.

NOTE: Prices for all items, all extensions and total amount of bid must be shown in the Proposal Forms. Show prices in figures.

Dated: May, 24th, 2024 Bidder: Nisqually Construction Services LLC
By:  (Signature)
Title: Deputy CEO

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PROPOSAL FORM

HADDON PARK RENOVATION PROJECT

Date: May, 24th, 2024

BID SCHEDULE

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
1	1-04	MINOR CHANGE	1	CALC	\$1	\$1
2	SP 1-05	ROADWAY SURVEYING	1	LS	\$18,000.00	\$18,000.00
3	SP 1-07	POTHOLE EXISTING UTILITY	4	EACH	\$ 1,000.00	\$ 4,000.00
4	1-07	SPCC PLAN	1	LS	\$ 200.00	\$ 200.00
5	1-09	MOBILIZATION	1	LS	\$ 70,000.00	\$ 70,000.00
6	SP 1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 6,000.00	\$ 6,000.00
7	2-01	CLEARING AND GRUBBING	0.9	AC	\$ 20,000.00	\$ 18,000.00
8	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 38,000.00	\$ 38,000.00
9	SP 2-02	REMOVE ASPHALT PAVEMENT INCL. SAWCUTTING	1,719	SY	\$ 7.00	\$ 12,033.00
10	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	405	CY	\$ 57.00	\$ 23,085.00
11	SP 2-03	GRAVEL BORROW INCL. HAUL	1,075	TON	\$57.00	\$ 61,275.00
12	SP 4-04	CRUSHED SURFACING TOP COURSE	355	TON	\$ 66.00	\$ 23,430.00
13	SP 5-04	COMMERCIAL HMA FOR PATHS	159	TON	\$ 190.00	\$ 30,210.00
14	SP 5-04	COMMERCIAL HMA FOR SPORTS COURT	66	TON	\$ 250.00	\$ 16,500.00
15	SP 5-04	COMMERCIAL HMA FOR PARKING LOT	63	TON	\$ 185.00	\$ 11,655.00
16	SP 6-23	REDI-ROCK WALL 1	269	SF	\$ 90.00	\$ 24,210.00
17	SP 7-01	4 IN. PVC SUBDRAIN	256	LF	\$ 40.00	\$ 10,240.00
18	SP 7-01	SUBDRAIN CLEANOUT	10	EACH	\$ 675.00	\$ 6,750.00
19	SP 7-01	DOWNSPOUT INFILTRATION TRENCH	20	LF	\$ 90.00	\$ 1,800.00
20	SP 7-04	SOLID WALL PVC STORM SEWER PIPE 4 IN. DIAM.	423	LF	\$ 39.00	\$16,497.00

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
21	SP 7-04	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM.	56	LF	\$ 42.00	\$ 2,352.00
22	SP 7-05	CATCH BASIN TYPE 1	3	EACH	\$ 2,000.00	\$ 6,000.00
23	SP 7-05	CATCH BASIN TYPE 2	1	EACH	\$ 7,000.00	\$ 7,000.00
24	SP 7-15	SERVICE CONNECTION 1-1/2 IN. DIAM. INCL. RPBA AND PRV	1	EACH	\$ 17,000.00	\$ 17,000.00
25	SP 7-18	PVC SANITARY SEWER PIPE 6 IN. DIAM.	252	LF	\$ 48.00	\$ 12,096.00
26	SP 7-19	PVC SEWER CLEANOUT 6 IN. DIAM.	4	EACH	\$ 500.00	\$ 2,000.00
27	SP 8-01	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
28	SP 8-01	SILT FENCE	400	LF	\$ 5.00	\$ 2,000.00
29	8-01	HIGH VISIBILITY FENCE	220	LF	\$ 5.00	\$ 1,100.00
30	SP 8-02	3 IN. FINE COMPOST	336	CY	\$ 110.00	\$ 36,960.00
31	SP 8-02	HYDROSEED	4,036	SY	\$ 1.00	\$ 4,036.00
32	SP 8-03	IRRIGATION SLEEVES	30	LF	\$ 75.00	\$ 2,250.00
33	SP 8-04	PLAYGROUND PERIMETER CURB	269	LF	\$ 66.00	\$ 17,754.00
34	SP 8-04	CEMENT CONC. TRAFFIC CURB TYPE C1	207	LF	\$ 68.00	\$ 14,076.00
35	SP 8-12	4 FT. TALL VINYL COATED CHAIN LINK FENCE	455	LF	\$ 46.00	\$ 20,930.00
36	SP 8-14	4 IN. CONCRETE SLAB FOR PICNIC TABLES	53	SY	\$ 250.00	\$ 13,250.00
37	SP 8-14	PLAY AREA RAMP	1	EACH	\$ 2,600.00	\$ 2,600.00
38	SP 8-20	ELECTRICAL	1	LS	\$ 15,000.00	\$ 15,000.00
39	SP 8-21	PERMANENT SIGNING	1	LS	\$ 650.00	\$ 650.00
40	SP 8-22	PAVEMENT MARKINGS INCL. SPORTS COURT	1	LS	\$ 4,200.00	\$ 4,200.00
41	SP 8-26	PRE-ENGINEERED RESTROOM	1	LS	\$ 5,000.00	\$ 5,000.00
42	SP 8-32	BASKETBALL HOOP INCL. FOOTING	2	EACH	\$ 7,500.00	\$ 15,000.00
43	SP 8-33	WHEEL STOP	7	EACH	\$ 200.00	\$ 1,400.00

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
44	SP 8-34	INSTALL OWNER-PROVIDED PICNIC SHELTER INCL. SLAB	1	LS	\$ 60,000.00	\$ 60,000.00
45	SP 8-35	BOLLARD TYPE 1	1	EACH	\$ 2,800.00	\$ 2,800.00
46	SP 8-35	BOLLARD TYPE 2	2	EACH	\$ 2,800.00	\$ 5,600.00
Subtotal (Bid Items 1–46):					\$ 687,940.00	
Sales Tax (9.2%):					\$ 63,290.48	
Total (Bid Items 1–46):					\$ 751,230.48	

BID ADDITIVE 1 RESURFACE EXISTING PATHS WITH FULL DEPTH REPLACEMENT

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
1	SP 2-02	REMOVE ASPHALT PAVEMENT INCL. SAWCUTTING	304	SY	\$ 13.00	\$ 3,952.00
2	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	34	CY	\$ 125.00	\$ 4,250.00
3	SP 4-04	CRUSHED SURFACING TOP COURSE	62	TON	\$ 66.00	\$ 4,092.00
4	SP 5-04	COMMERCIAL HMA FOR PATHS	51	TON	\$ 190.00	\$ 9,690.00
Subtotal Bid Additive 1 (Bid Items 1 through 4):					\$ 21,984.00	
Sales Tax (9.2%):					\$ 2,022.53	
TOTAL BID ADDITIVE 1 (Bid Items 1 through 4):					\$ 24,006.53	

BID ADDITIVE 2 RESURFACE EXISTING PATHS WITH GRIND AND OVERLAY

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
1	SP 5-04	COMMERCIAL HMA FOR PATHS	51	TON	\$ 190.00	\$ 9,690.00
2	5-04.3(14)	PLANING BITUMINOUS PAVEMENT	304	SY	\$ 17.00	\$ 5,168.00
Subtotal Bid Additive 2 (Bid Items 1 through 2):					\$ 14,858.00	
Sales Tax (9.2%):					\$ 1,366.94	
TOTAL BID ADDITIVE 2 (Bid Items 1 through 2):					\$ 16,224.94	

BID SUMMARY

TOTAL SCHEDULE (Bid Items 1-46):	\$	751,230.48	
TOTAL BID ADDITIVE 1 (Bid Item 1-4):	\$	24,006.53	
TOTAL BID ADDITIVE 2 (Bid Items 1-2):	\$	16,224.94	
TOTAL BID:	\$	791,461.94	775,237.01

END OF PROPOSAL FORM

COB
initial/date

Nisqually
initial/date

**THE CITY OF BREMERTON COMPOSTED MATERIALS CONTENT
QUESTIONNAIRE**

THE CITY OF BREMERTON ENCOURAGES THE INCLUSION OF COMPOSTED MATERIALS CONTENT IN ALL PROJECTS. EVERY BIDDER SHALL REPORT THE AMOUNT OF COMPOSTABLE MATERIALS SUPPLIED IN THEIR BID PER BMC 2.76.170.

Do you offer compostable materials in your materials and supplies?

Yes _____ No. X

1. What percent of materials and supplies planned for use in this project will be compliant with RCW 43.19A.120 and WSDOT, standard Specification 9-14.5(8)?

n/a

2. What product certifications are provided by your manufacturers showing compliance with RCW 43.19A.120 composted products and Washington State Standard Specification 9-14.5?

a. (Please list all applicable Certifications. For example, UL Environmental; Compost Manufacturer Alliance Certified; or US Composting Board Certified.)

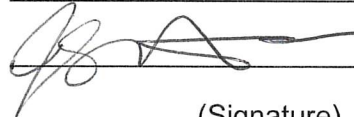
n/a

I certify that the above is true and correct to the best of my knowledge and belief.

Dated: May, 24th, 2024

Bidder: Nisqually Construction Services LLC

By:



(Signature)

Title:

Deputy CEO

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BID CERTIFICATE

(if Limited Liability Company)

STATE OF)
WASHINGTON) ss.
COUNTY OF)
THURSTON

I HEREBY CERTIFY that a meeting of the Members of the _____
Nisqually Construction Services LLC

a Limited Liability Company existing under the laws of the State of Washington,
held on April, 18th, 2011, the following resolution was duly passed and adopted:

“RESOLVED, that Charles Iyall and _____, as
Members of this Limited Liability Company, be and are hereby authorized to execute the
Bid dated May 24th, 2024, to the **City of Bremerton** by this Limited Liability
Company and that their execution thereof shall be the official act and deed of this Limited
Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of May, 2024.

Nisqually Construction Services LLC

A Limited Liability Company

By: Charles Iyall *Charles Iyall*
_____ Member _____ Governor

By: N/A
_____ Member _____

(SEAL)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete these items will cause the Bid to be non-responsive and will cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the CITY.

- (1) CONTRACTOR's Name and Address: Nisqually Construction Services LLC
12820 Yelm Highway SE
Olympia, WA 98513
- (2) CONTRACTOR's Telephone No.: 253-722-5928
CONTRACTOR's Fax No.: 253-295-7080
- (3) CONTRACTOR's License: Primary Classification General Contractor
State License No. and Expiration Date: WHHNINF896K6
Specialty Classifications Held (if any): _____
Name of Licensee, if different from (1) above: _____

- (4) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: Parker, Smith & Feek Insurance, LLC.
Post Office Box 103016, Pasadena, CA, 91189
425-709-3600 Contact Name: Roger Kaltenbach

- (5) Name and position of person(s) who attended the pre-bid visit to the work site (if any): Jacob Rubert, Estimating Manager

(6) ATTACH TO THIS BID a list of three (3) projects completed by the Contractor that are similar to "**Haddon Park Renovation Project**" project in nature, value and complexity of work. The three (3) projects must have been completed under the bidder's name as the prime (general) contractor within the last 10 years. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address, and telephone number of architect or engineer.
- Years in business under current name

FINAL VOUCHER CONTRACT CERTIFICATE

<Project Title><City Project Number>-
<City Construction Contract Number>

<_____>(Contractor) hereby indicates agreement with, and acceptance of total Contract Price of, _____dollars, and _____ cents \$<0000000.00> including Washington State sales and/or use taxes, and the final Contract Time of <NNN> working day per section the . Full and final compensation for all Work performed in connection with the project has been received. _____ (Contractor) does hereby release the City of Bremerton from all claims, liability, demands, damages and actions of any kind whatsoever, arising from performance of that Contract.

I certify I am authorized to sign on behalf of _____ (Contractor). The Contractor, _____, hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, with the exception, that being Retainage, if any, remaining to be paid.

Printed Name & Title: Date _____

Certificate of Notary

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature (Seal or stamp)

Title

I, certify the Contract was physically complete on <DATE>, according to the provisions and the contractor has been paid in full. The City of Bremerton hereby accepts the completed contract pursuant to the Contract provisions.

City of Bremerton

Project Manager Date _____

END OF CONTRACT FORMS

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Existing non-accessible sports court, bathroom, drinking fountain, picnic table, and former playground.



Haddon Park Renovation Project



Identified as a High Priority in Adopted 2020 PROS Plan

City of Bremerton
Parks, Recreation & Open Space Plan



Adopted February 19, 2020



Improvement Recommendations:

- Prepare Master Plan to guide renovation including ADA parking, pathways, new restroom, picnic shelter, playground, basketball court, and site furniture.
- Plant trees to provide shade for park and playground areas.

Public Outreach

- Park Survey sent to 980 Households & Invite to Public Meeting – 3/2020
- Concept Plan Sign at park requesting feedback via QR code/Website
- P&R Commission Approved Master Plan – 7/2020
- Discussions with Individual Stakeholders & District 6 Presentation (2/2024)

Greetings friends and neighbors of HADDON PARK!

The Bremerton Parks & Recreation Department is developing a park master plan to identify short- and long-term improvements to Haddon Park. Residents living within a 10-minute walking distance (1/2 mi.) have responded to this notice to help determine the most desired park features to benefit the neighborhood. We will be holding a public meeting on Tuesday, March 24th at 5:30 pm at the Sheridan Park Community Center located at 5500 Larkin Blvd., to discuss. Prior to the meeting we would like your feedback. Please take a moment to complete the survey below and drop off at the Parks & Rec. Dept. or mail back in the enclosed self-addressed stamped envelope by Monday, March 9th.

_____ Name checked if you consent to having your name used, or would like to stay informed of upcoming meetings please provide your own.

1) I live approximately how far from Haddon Park? (Check one)
 ___ Less than 5 minute walk ___ 1 typically stays in the park when I visit
 ___ 5 to 10 minute walk

2) How often do you visit Haddon Park? (Check one)
 ___ More than 12 visits in past year ___ Have not visited the park in past year
 ___ Between 6 to 11 visits in past year ___ Have never visited the park
 ___ Between 1 to 5 visits in past year

3) When you visit the park, who do you visit with? (Check what applies)
 ___ With adult friend/family members ___ With children 13 years & older
 ___ With children 10 & under ___ Typically visit by myself

4) What activities do you partake in while visiting the park? (Check each activity used in most recent visit)
 ___ Hiking ___ Picnicking ___ Walking/Jogging ___ Informal team games (frisbee, catch, etc.)
 ___ Basketball ___ Other _____

5) My overall impression of Haddon Park's appearance and attractiveness is:
 ___ Outstanding ___ Needs improvement
 ___ Above Average ___ Substandard

6) I wish Haddon Park could more closely resemble the following neighborhood park? (Check one)
 ___ B. J. Hansen Park ___ Memorial Park
 ___ Eugene Park ___ Other _____ (name neighborhood park)

7) I would enjoy Haddon Park more if it contained the following? (Check all that apply)
 ___ Shelter or covered picnic area
 ___ Improved basketball court
 ___ Other sports court options (e.g. Pickleball)
 ___ Picnicking facilities with seating areas
 ___ Improved children play area
 ___ Accessible partner walking path
 ___ Historical signage/information concerning Haddon Park's history

8) A neighborhood park should: (Check one for each)
 Provide a quiet, green space to escape/country or provide urban setting
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Offer an attractive gathering place for neighbors to meet and socialize
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Place priority on amenities for families with young children
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Provide a mix of both active and passive amenities
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Contain well-used green space over formal sports courts and ball fields
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Provide a means for neighbors to get together
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree
 Provide a covered shelter area
 ___ Strongly Agree ___ Agree ___ Neutral ___ Disagree/Dislike ___ Completely Disagree

9) Given there are limited resources available to refurbish Haddon Park, I would like to see an emphasis on the following:
 ___ Restroom facilities ___ Walkways/paths ___ Seating for sun exposure
 ___ Improve play opportunities for children
 ___ Improve the park's attractiveness
 ___ Upgrade sports court
 ___ Create a family picnic area with covered shelter
 ___ Improve restroom facilities
 ___ Improve park entrance(s)

10) The thing I enjoy most about Haddon Park is _____

11) The thing I enjoy least about Haddon Park is _____

12) If I could change one thing about the park to make it better, it would be _____

13) The park I enjoy visiting most in the Bremerton-Kitsap County area is _____

Why is this park enjoyable? _____

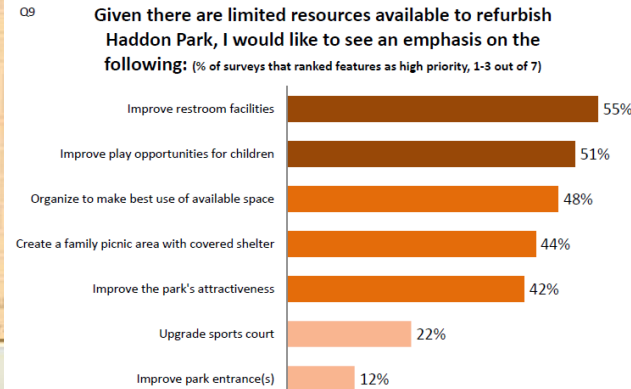
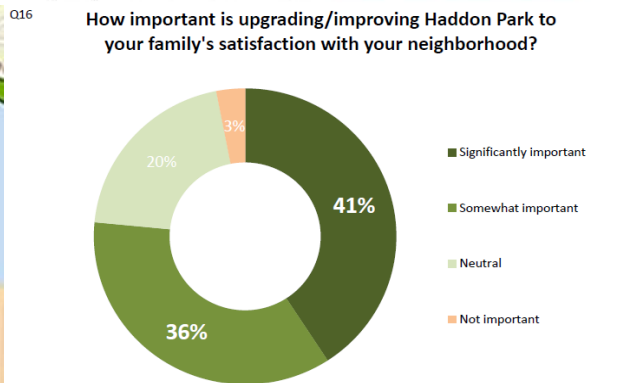
14) If the City could afford to make only one single improvement to Haddon Park within the next 5 years, I would like to see the following accomplished: _____

15) Please rate the following items at Haddon Park (Check one)
 Availability, location of trash receptacles
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Availability of benches, tables, seating opportunities
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Quality of restroom
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Availability of drinking fountains
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion

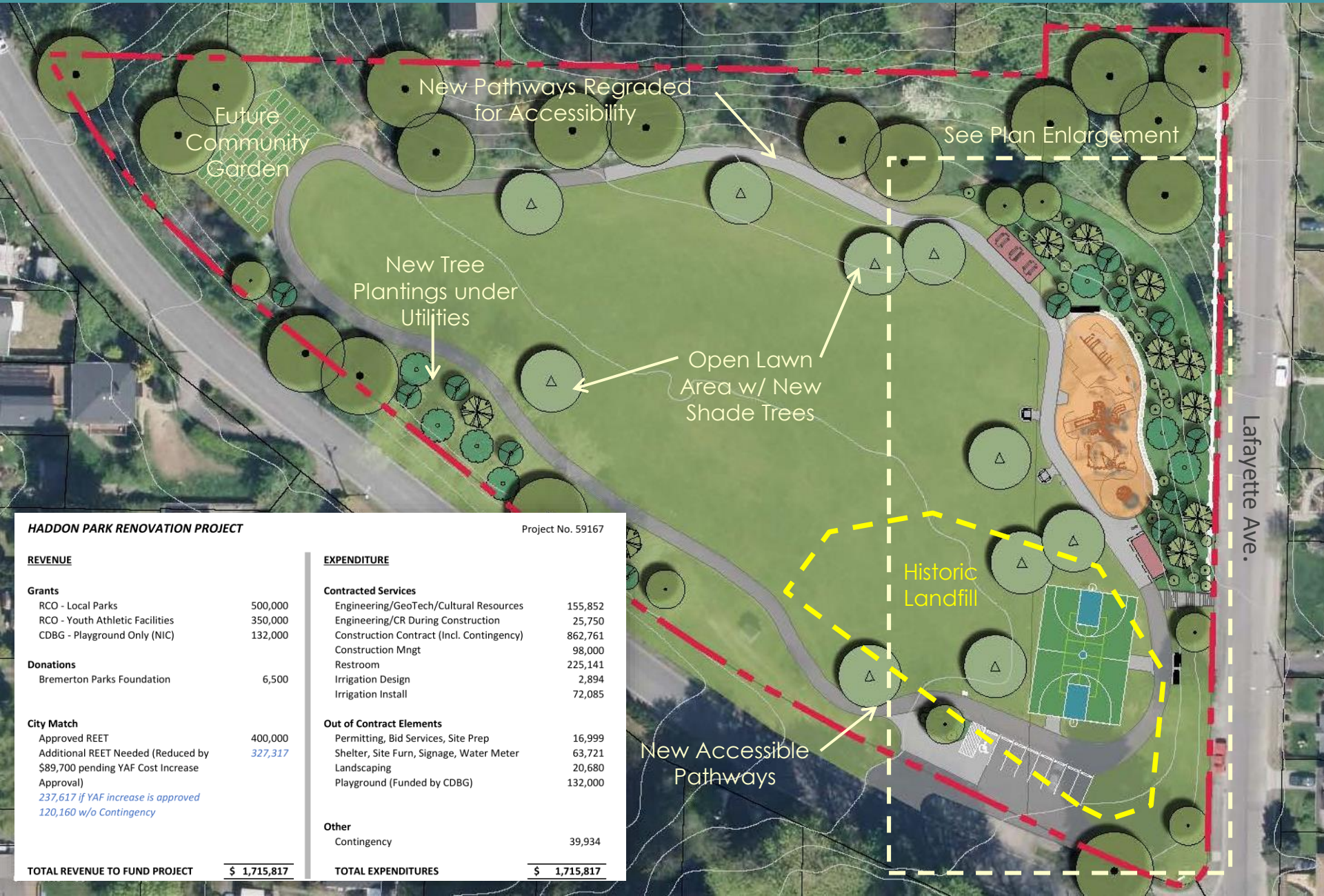
Quality of children's playground
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Overall attractiveness of park
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Park storage
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Parking
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Attractiveness of landscaping
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 Quality/attractiveness of sports court
 ___ Excellent ___ Good ___ Fair ___ Poor ___ No Opinion
 ___ Significantly important
 ___ Somewhat important
 ___ Neutral
 ___ Not important

17) Additional comments: _____

Thank you for taking the time to provide your feedback!



Project Scope & Cost - 1.7M



HADDON PARK RENOVATION PROJECT

Project No. 59167

REVENUE

Grants	
RCO - Local Parks	500,000
RCO - Youth Athletic Facilities	350,000
CDBG - Playground Only (NIC)	132,000

Donations	
Bremerton Parks Foundation	6,500

City Match	
Approved REET	400,000
Additional REET Needed (Reduced by \$89,700 pending YAF Cost Increase Approval)	327,317
237,617 if YAF increase is approved	
120,160 w/o Contingency	

TOTAL REVENUE TO FUND PROJECT \$ 1,715,817

EXPENDITURE

Contracted Services	
Engineering/GeoTech/Cultural Resources	155,852
Engineering/CR During Construction	25,750
Construction Contract (Incl. Contingency)	862,761
Construction Mngt	98,000
Restroom	225,141
Irrigation Design	2,894
Irrigation Install	72,085

Out of Contract Elements	
Permitting, Bid Services, Site Prep	16,999
Shelter, Site Furn, Signage, Water Meter	63,721
Landscaping	20,680
Playground (Funded by CDBG)	132,000

Other	
Contingency	39,934

TOTAL EXPENDITURES \$ 1,715,817

Plan Enlargement (Rotated for legibility, with inspirational images)



Thank You



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

D14

SUBJECT:

Contract Award to Redside Construction LLC for Construction of the Kitsap Lake Renovation Project

Study Session Date:	June 26, 2024
COUNCIL MEETING Date:	July 3, 2024
Department:	Parks & Recreation
Presenter:	C. Berna/B. Hauschel
Phone:	(360) 473-5429

SUMMARY: Sealed bids for construction of the Kitsap Lake Park Renovation Project were opened on May 24, 2024. Two (2) bids were received. Redside Construction LLC was the lowest responsive, responsible bidder with a bid of \$1,133,661.55 (WSST included).

ATTACHMENTS: 1) Bid Tabulation; 2) Project Budget Summary; 3) Kitsap Lake Park Concept; and 4) Contract

FISCAL IMPACTS (Include Budgeted Amount): Funding for the project includes: \$994,400 from State of Washington RCO grants; \$252,840 Department of Commerce grant; \$46,883 CDBG (completed); \$10,000 from Bremerton Parks Foundation grant; \$100,000 from Public Works & Utilities, and \$300,000 REET. Total project estimate is \$2,015,704.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to award a contract in the amount of \$1,133,661.55 (WSST included) to Redside Construction LLC for construction of the Kitsap Lake Park Renovation Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented; and further authorize a budget adjustment of \$311,581 per the attached project budget summary.

COUNCIL ACTION: Approve Deny Table Continue No Action

KITSAP LAKE PARK RENOVATION PROJECT

Project No. 59163

REVENUE

Grants

RCO - Boating Facility Program	556,200
RCO - Aquatic Land Enhancement Account	438,200
Department of Commerce	252,840
<i>CDBG - Completed Restroom Improvements</i>	46,883

Donations

Bremerton Parks Foundation	10,000
----------------------------	--------

City Match

Approved REET	300,000
Public Works & Utilities	100,000
Additional REET Needed (pending additional 200k DOC Grant ask)	311,581

TOTAL REVENUE TO FUND PROJECT

\$ 2,015,704

EXPENDITURE

Contracted Services

Engineering/Permitting/Cultural Resources	223,988
Construction Contract (Incl. Contingency)	1,288,185
Construction Mngt	98,000
Irrigation Design	2,900
Irrigation Install	62,100

Out of Contract Elements

Permitting, Bid Services, Site Prep	17,953
Restroom Improvements - Complete	46,883
Shelter, Site Furn, Signage	81,133
Landscaping	18,680
Playground	133,695

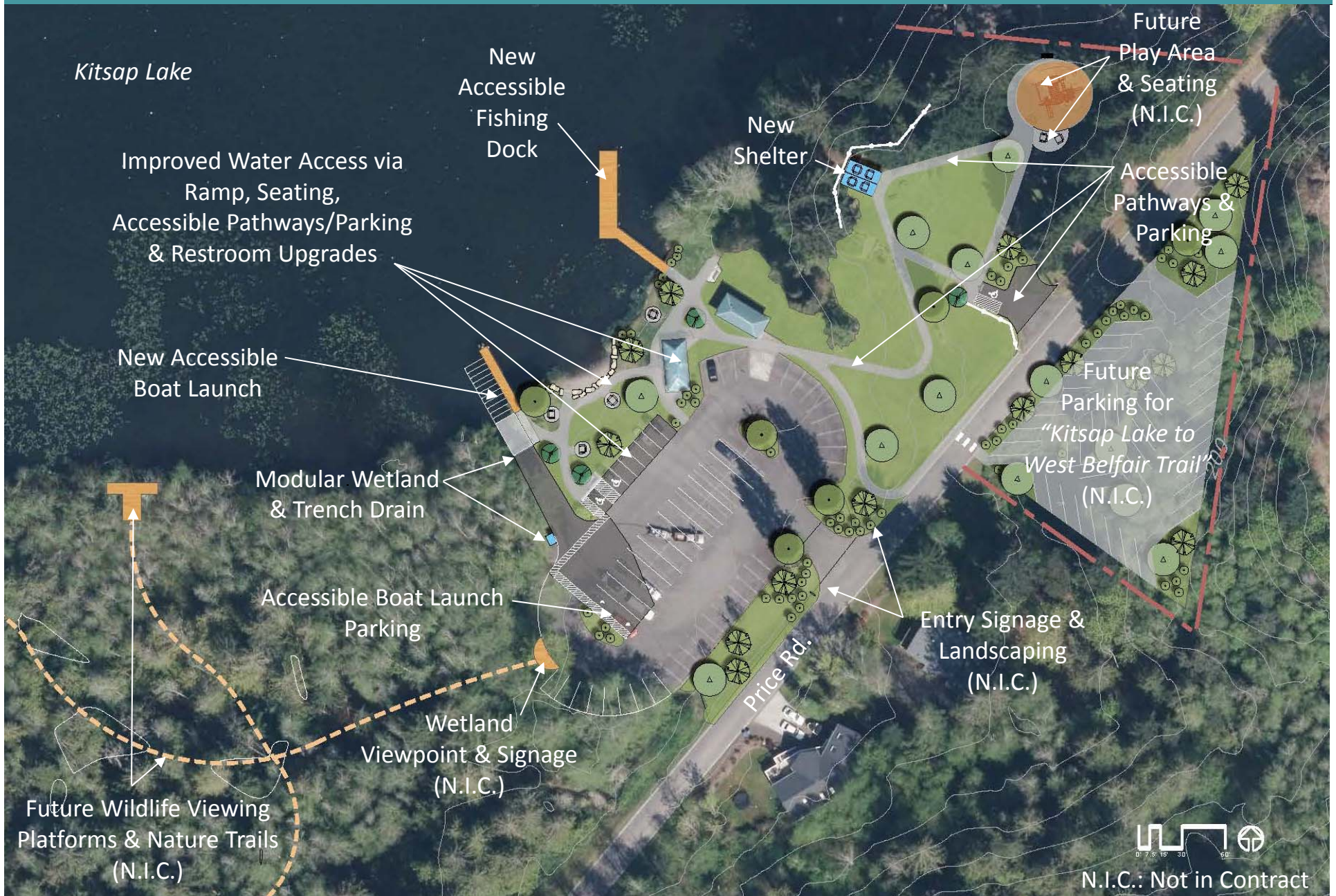
Other

Contingency	42,187
-------------	--------

TOTAL EXPENDITURES

\$ 2,015,704

Kitsap Lake Park Renovation Concept Plan





**Contract Documents For
Kitsap Lake Park Renovation Project**

City of Bremerton Department of Parks and Recreation

Bid Opening:

1:30 PM, May 24th, 2024
City Clerk's Office, City Hall
345 Sixth Street, Suite 100
Bremerton, WA 98337-1873

Contact Person:

Colette Berna
Parks and Recreation Department
680 Lebo Boulevard
Bremerton, WA 98310
Tel: (360) 473-5429
Colette.Berna@ci.bremerton.wa.us

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CERTIFICATE OF ENGINEER

The technical material and data contained in these Specifications for the Kitsap Lake Park Renovation Project were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



4/12/2024

Prepared by: Jason Jose Ceralde, PLA
Project Landscape Architect
WSDOT Specification Divisions 1, 2, 4, 6, 7, 8 (except Section 8-33), and Division 9



4/12/2024

Clara Francis Olson, PE
WSDOT Specification Section 8-33

Colette Berna 4/16/2024

Recommended by: Colette Berna
Parks Projects Planner, City of Bremerton
Parks and Recreation

Jeff Elevado

4/16/2024

Approved by: Jeff Elevado
Director, City of Bremerton
Parks and Recreation

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PART I
BIDDING REQUIREMENTS AND CONTRACT FORMS

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**NOTICE INVITING BIDS
FOR
KITSAP LAKE PARK RENOVATION PROJECT**

RECEIPT OF BIDS: Sealed Bids will be received at the office of the City Clerk of the City of Bremerton, located at 345 6th Street, Bremerton, Washington 98337 until 1:30 P.M. PST as shown on the wall clock inside the City Clerk’s office on May 24th, 2024, for the project **Kitsap Lake Park Renovation Project**. The City will also accept bids via email. Bids sent via email shall be submitted to city.clerk@ci.bremerton.wa.us, with Title noted on the subject line of the email to ensure proper handling and delivery. All electronic documents shall be in PDF format and shall not exceed 10 MB in size and in zipped file. It is recommended under Message Properties the box for “Request a delivery receipt for this message” be checked as this is the only method by which verification of delivery will be given. Emailed Bids will be received until 1:30 P.M. PST as shown on the wall clock inside the City Clerk’s office. Bids received after the specified time and date will not be considered.

OPENING OF BIDS: The bids will be publicly opened and read after 1:30 P.M. on May 24th, 2024, in the office of the City Clerk at 345 6th Street, Bremerton, Washington 98337 and via Zoom. Please request a copy of the Zoom link no later than May 22nd at 4 pm.

COMPLETION OF WORK: The WORK must be physically completed within seventy (70) working days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: The WORK to be completed under this Contract provides for the improvement of Kitsap Lake Park which is divided into the following six schedules:

Schedule A.1 – Demolition, earthwork, curbing, concrete walkways, concrete slabs, block walls, asphalt pavement, striping, signing, steel piles, fishing float, prefabricated fixed pier and gangway, and outdoor shower.

Schedule A.2 – Demolition, earthwork, infiltration trench, concrete walkways, concrete slabs, asphalt pavement, striping, signing, and pre-engineered owner provided picnic shelter.

Schedule B – Demolition, earthwork, curbing, concrete walkways, concrete slabs, asphalt pavement, striping, boat ramp, boat ramp float, and steel piles.

Schedule C – Earthwork, storm berm, storm sewer and treatment vault.

Schedule D – Demolition, earthwork, construction of subdrains, curbing, concrete walkways, concrete slabs, stairs, and seat wall.

~~Schedule E – Bid alternative substituting commercial HMA instead of concrete walkways~~

~~Schedule F – Bid additive for powder coat finish on stair and ramp railings.~~

All work shall be performed in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Engineer’s Estimate range for this project is \$1.4 to \$1.6 Million

PREVIEWING CONTRACT DOCUMENTS: Contract Documents may be previewed on the ARC (formerly known as Reprographics Northwest) website (www.e-arc.com). Go to <http://www.e-arc.com/locations/219>, click on the 'Enter Public Planroom' link and scroll down to find the project.

PURCHASING CONTRACT DOCUMENTS: The Contract Documents may be ordered and purchased online from ARC Document Solutions in Tacoma, WA (<http://www.e-arc.com/tacoma/>). Payment is typically cost of reproduction (non-refundable). Please call for availability and fax your request prior to picking up. Will-call option is available at ARC Tacoma, Seattle, or Bellevue offices. Subcontractors and those needing additional sets or partial sets may be purchased at cost of reproduction (non-refundable) from ARC. Bid sets can be mailed upon request and after receipt of reproduction costs, a non-refundable shipping, and handling fee.

PROPOSALS: All bid proposals must be made on the blank forms furnished in the Contract Documents. Sealed envelopes containing bids shall be entitled: **Kitsap Lake Park Renovation Project**.

SITE WALK: A non-mandatory walk at the project site will be led by City of Bremerton staff on May 1, 2024, between the hours of 11:30 AM and 12:30 PM. Bidders are strongly encouraged to attend the site walk in order to become familiar with site conditions. Please send intent to attend to project contact.

BID SECURITY: Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. The failure to furnish a bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

PERFORMANCE BOND: The successful bidder will also be required to provide a Performance Bond for 100 percent of the Contract Price. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bremerton.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of seventy-five (75) calendar days from the date of bid opening.

WAGE RATES: The attention of Bidders is directed to the requirements and conditions of employment to be observed and the minimum wage rates to be paid under the Contract. Per Section 1-07.9 of the Standard Specifications, this Contract is subject to the minimum wage requirements of RCW 39.12 and RCW 49.28. Prevailing wages for Kitsap County may be found at the Washington State Department of Labor and Industries website at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

PROJECT COMMUNICATION: All communications related to the project shall be directed to the City prior to opening of Bids:

Communication by Phone/Email:
Colette Berna
Telephone: (360) 473-5429
Email: Colette.Berna@ci.bremerton.wa.us

Communication by Mail:
Department of Parks and Recreation
680 Lebo Boulevard
Bremerton, WA 98310
ATTN: Colette Berna

CITY'S RIGHTS RESERVED: The City of Bremerton reserves the right to reject any and all bids on any or all schedules or additives or to waive any informalities in the bidding and shall determine which bid or bidders is the most satisfactory and responsible bidder and shall be the sole judge thereof.

No plea of mistake in the bid shall be available to the bidder for the recovery of his/her deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting on behalf of the Contractor 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.

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.

The City of Bremerton in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

This project has been assigned a "Zero" DBE goal.

END OF NOTICE INVITING BIDS

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BIDDER'S CHECKLIST

This section lists the contract forms required for this project. The bidder's attention is especially directed to the forms that must be executed in full as required and submitted with the bidder's bid. These are indicated as follows in the section titled "Bid Documents."

BID DOCUMENTS

These documents must be executed and submitted to the City with your bid, no later than the designated bid closing date and time. Bids that do not include all of the required forms, properly completed, will be declared unresponsive.

1. Proposal Bond

This form to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.

2. Non Collusion Affidavit

3. Certification by Proposed Contractor Regarding Equal Employment Opportunity

4. Suspension Non-debarment Certification

5. Contractor's Registration

The successful Bidder shall acquire and/or possess a current City of Bremerton Business License and any other licenses and permits which may be required to fulfill the obligations of the Contract as specified. Business and occupancy (B&O) taxes shall be paid when due and the CONTRACTOR will agree to assign any payments due to the City Clerk for payment of such taxes which have been declared delinquent.

6. Bid Proposal

7. Proposal Form

8. Composted Materials Preference Form

9. Bid Certificate

Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to

sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

Bids by limited liability companies must be executed in the limited liability company name and be signed by a member, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

10. Information Required of Bidder

In selecting the lowest responsive, responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

PLEASE NOTE: Additional Bidder criteria are listed, and additional documentation may be required of Bidder, under section 1-02.14 of the Special Provisions.

11. Bidder's Subcontractor Contact Report

12. Certification of Compliance with Wage Payment Statutes Form

Documents to be Executed by the Successful Bidder

The following forms are to be executed after the contract is awarded. These forms must be submitted within five (5) calendar days after the date of Notice of Award of Contract.

- 1. Contract**
- 2. Contract Certificate**
- 3. Performance Bond and Payment Bond**
To be executed by the successful bidder and its surety company.
- 4. Insurance Certificates**

Documents to be Executed Prior to First Payment

The following form is to be executed prior to first payment:

1. Statement of Intent to Pay Prevailing Wages, Department of Labor and Industries (obtain instructions and form at <https://lni.wa.gov/licensing-permits/docs/February2017PWIAInstructions.pdf>)

Documents to be Executed upon Project Completion

1. Final Contract Voucher
2. Affidavit of Prevailing Wages Paid, Department of Labor and Industries

**SUBMIT THE ENCLOSED
PROPOSAL BOND WITH YOUR
PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR BID
TO REJECTION**

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Redside Construction LLC

of Bainbridge Island, WA as principal, and the _____

Western Surety Company

a corporation duly organized under the laws of the state of South Dakota,

and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Bremerton in the full sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Kitsap Lake Park Renovation Project

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposed bid by said principal be accepted, and the Contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the City of Bremerton within a period of five (5) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 21st day of May, 2024.

Redside Construction LLC

By: [Signature]
(Principal)

Western Surety Company

(Surety)

By: Roxana Palacios
(Attorney-in-fact) Roxana Palacios



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen M Mitchell, Holly E Ulfers, Roxana Palacios, Lori Stark, Debbie Lindstrom, Scott Alderman, Kathy Nye, Tara Koloski, Jamie Armfield, Amber Engel, Kristine Santamaria, Marina Matyunin, Tatiana Gefter, Individually

of Seattle, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

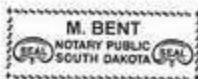
State of South Dakota }
County of Minnehaha }

ss

On this 7th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of May, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

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NON-COLLUSION AFFIDAVIT

STATE OF Washington State)
) ss.
COUNTY OF Kitsap)

Sam Berry, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: Sam Berry

Subscribed and sworn to before me

this 21st day of May, 2024

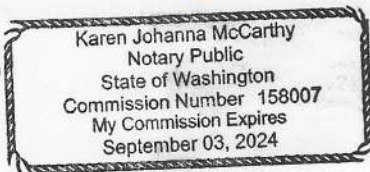
K. McCarthy

Notary Public in and for the

County of Kitsap

State of Washington

(SEAL)



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**CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Chapter 56, Laws of 1975 1st Extraordinary Session, Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

Name of Prime Contractor Redside Construction LLC

Address: 600 Winslow Way E. Suite#237, Bainbridge Island, WA 98110

Internal Revenue Service Employer Identification No. 26-3606305

- a. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
- b. Compliance reports were required to be filed in connection with such contract/subcontract. Yes No
- c. Contractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. Yes No

d. If answer to item 'c' is "no", please explain in detail in the space below.

CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Sam Berry / Owner

Name and Title of Signer (please type or print clearly)


Signature

5/21/24
Date

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CERTIFICATION OF NON-DEBARMENT AND SUSPENSION

INSTRUCTIONS TO CONTRACTORS AND BIDDERS: THIS FORM SHALL BE EXECUTED UPON REQUEST OF THE CITY

THE CONTRACTOR SHALL MAKE COPIES AND DISTRIBUTE THIS FORM TO ALL SUBCONTRACTORS. SUBCONTRACTORS MUST SUBMIT THIS FORM TO THE CITY PRIOR TO PERFORMING ANY WORK.

As a prospective contractor for working with the City of Bremerton and as a requirement of your submittal, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order AND the Washington State RCW 39.26.200

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Washington state RC 39.26.200 authorizes the director to fine or debar any contractor that hold convictions, violations or failures as outlined in RCW 39.26.200.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any Washington state agency. If, at any time during the term of the contract, such condition occurs the Contractor will notify the City without delay.

CERTIFICATION: I, the undersigned, certify that the information above is true and complete to the best of my knowledge and belief.

Redside Construction LLC

Company Name

Sam Berry / Owner

Name and Title of Signer (please type or print clearly)



Signature

5/21/24

Date

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CONTRACTOR'S REGISTRATION

Name: Redside Construction LLC

Address: 600 Winslow Way E. Suite #237
Bainbridge Island, WA 98110

Employer's Identification Number
(Employer social security number, not your
personal social security number): 26-3606305

Employment Security Department Number: 557492-008

Washington Industrial Insurance Number: 165,870-00

Washington State Excise Tax Registration
Number: 602-874-073

Washington State Contractor's Registration
Number/Expiration Date: REDSICL925PU 11/3/24

City of Bremerton Business License Number: 37621

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BID PROPOSAL

Kitsap Lake Park Renovation Project

BID TO: **City of Bremerton (Washington) Department of Parks and Recreation**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled **Kitsap Lake Park Renovation Project**.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

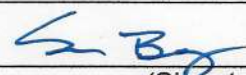
Number	<u> #1 </u>	Date	<u> 5/10/24 </u>
	<u> #2 </u>		<u> 5/21/24 </u>

Failure to acknowledge all addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Proposal Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Proposal Forms.

NOTE: Prices for all items, all extensions and total amount of bid must be shown in the Proposal Forms. Show prices in figures.

Dated: 5/21/24 Bidder: Redside Construction LLC
By: 
 (Signature)
Title: Owner/President

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PROPOSAL FORM

KITSAP LAKE PARK RENOVATION PROJECT

Date: May 24, 2024

SCHEDULE A.1 – PARK IMPROVEMENTS

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
A101	SP 1-04	MINOR CHANGE	1	CALC	\$1	\$1
A102	SP 1-05	ROADWAY SURVEYING	1	LS	\$16,000.00	\$16,000.00
A103	SP 1-07	POT HOLE EXISTING UTILITY	2	EACH	\$1,500.00	\$ 3,000.00
A104	SP 1-07	SPCC PLAN	1	LS	\$ 500.00	\$ 500.00
A105	SP 1-07	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$1,500.00	\$1,500.00
A106	1-09	MOBILIZATION	1	LS	\$38,000.00	\$ 38,000.00
A107	2-01	CLEARING AND GRUBBING	0.04	AC	\$ 35,000.00	\$1,400.00
A108	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 3,000.00	\$ 3,000.00
A109	SP 2-02	REMOVE ASPHALT PAVEMENT INCL. SAWCUTTING	161	SY	\$14.00	\$ 2,254.00
A110	SP 2-02	REMOVE ASPHALT SIDEWALK	140	SY	\$14.00	\$1,960.00
A111	SP 2-02	REMOVE CEMENT CONC. SIDEWALK	6	SY	\$100.00	\$600.00
A112	SP 2-02	REMOVE CEMENT CONC. CURB	176	LF	\$7.00	\$1,232.00
A113	SP 2-02	REMOVE AND DISPOSE OF CREOSOTE PILES	3	EACH	\$1,800.00	\$ 5,400.00
A114	SP 2-02	REMOVE AND DISPOSE OF FLOATS	963	SF	\$ 10.00	\$9,630.00
A115	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	54	CY	\$ 25.00	\$1,350.00
A116	SP 2-03	GRAVEL BORROW INCL. HAUL	10	TON	\$38.00	\$ 380.00
A117	SP 4-04	CRUSHED SURFACING TOP COURSE	76	TON	\$ 32.00	\$2,432.00

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
A118	SP 5-04	COMMERCIAL HMA	29	TON	\$ 200.00	\$5,800.00
A119	SP 6-05	FURNISHING AND DRIVING STEEL PILING	171	LF	\$ 297.00	\$50,787.00
A120	SP 6-20	REDI-ROCK WALL 1	104	SF	\$120.00	\$12,480.00
A121	SP 6-24	FISHING PIER FLOAT	726	SF	\$227.00	\$ 164,802.00
A122	SP 6-24	PREFABRICATED FIXED ALUMINUM PIER AND GANGWAY	1	LS	\$ 42,400.00	\$42,400.00
A123	SP 8-01	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,800.00	\$1,800.00
A124	SP 8-01	SILT FENCE	246	LF	\$7.00	\$ 1,722.00
A125	SP 8-01	HIGH VISIBILITY FENCE	260	LF	\$3.00	\$ 780.00
A126	SP 8-02	FINE COMPOST	225	SY	\$ 10.00	\$ 2,250.00
A127	SP 8-03	HYDROSEED	225	SY	\$1.20	\$270.00
A128	SP 8-03	IRRIGATION SLEEVES	30	LF	\$ 14.00	\$420.00
A129	SP 8-04	CEMENT CONC. TRAFFIC CURB TYPE C1	187	LF	\$ 13.00	\$ 2,431.00
A130	SP 8-14	CEMENT CONC. PATH	111	SY	\$ 150.00	\$16,650.00
A131	SP 8-15	STREAMBED SEDIMENT	8	TON	\$ 75.00	\$ 600.00
A132	SP 8-21	PERMANENT SIGNING	1	LS	\$ 800.00	\$800.00
A133	SP 8-22	PAVEMENT MARKINGS	1	LS	\$800.00	\$800.00
A134	SP 8-31	OWNER-PROVIDED OUTDOOR SHOWER INSTALL INCL. CONC. PAD AND DRAIN	1	LS	\$ 3,800.00	\$ 3,800.00
A135	SP 8-31	WHEEL STOP	7	EACH	\$ 160.00	\$ 1,120.00
A136	SP 8-32	RECORD DRAWINGS	1	LS	\$ 500.00	\$ 500.00
Subtotal Schedule A.1 (Bid Items A101–A136):					\$ 398,851.00	
Sales Tax (9.2%):					\$ 36,694.29	
Total Schedule A.1 (Bid Items A101–A136):					\$ 435,545.29	

SCHEDULE A.2 – PARK IMPROVEMENTS

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
A201	SP 1-04	MINOR CHANGE	1	CALC	\$1	\$1
A202	SP 1-05	ROADWAY SURVEYING	1	LS	\$ 18,000.00	\$ 18,000.00
A203	SP 1-07	SPCC PLAN	1	LS	\$ 500.00	\$ 500.00
A204	SP 1-07	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$ 2,000.00
A205	1-09	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00
A206	2-01	CLEARING AND GRUBBING	0.43	AC	\$ 25,000.00	\$ 10,750.00
A207	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$3,000.00	\$3,000.00
A208	SP 2-02	REMOVE ASPHALT PAVEMENT INCL. SAWCUTTING	63	SY	\$ 14.00	\$882.00
A209	SP 2-02	REMOVE ASPHALT SIDEWALK	102	SY	\$ 14.00	\$ 1,428.00
A210	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	218	CY	\$ 25.00	\$ 5,450.00
A211	SP 2-03	GRAVEL BORROW INCL. HAUL	603	TON	\$ 38.00	\$22,914.00
A212	SP 4-04	CRUSHED SURFACING TOP COURSE	43	TON	\$ 32.00	\$1,376.00
A213	SP 5-04	COMMERCIAL HMA	17	TON	\$ 200.00	\$ 3,400.00
A214	SP 6-02	CEMENT CONC. ADA RAMP INCL. HANDRAILS	59	SY	\$ 145.00	\$8,555.00
A215	SP 7-01	DOWNSPOUT INFILTRATION TRENCH	1	LS	\$ 800.00	\$800.00
A216	SP 8-01	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,800.00	\$1,800.00
A217	SP 8-01	SILT FENCE	106	LF	\$7.00	\$ 742.00
A218	SP 8-01	HIGH VISIBILITY FENCE	235	LF	\$ 3.00	\$ 705.00
A219	SP 8-02	FINE COMPOST	1,748	SY	\$ 10.00	\$ 17,480.00
A220	SP 8-03	HYDROSEED	1,748	SY	\$ 1.20	\$ 2,097.60
A221	SP 8-03	IRRIGATION SLEEVES	40	LF	\$ 14.00	\$ 560.00
A222	SP 8-12	4 FT. TALL VINYL COATED CHAIN LINK FENCE TYPE 4	122	LF	\$ 75.00	\$ 9,150.00
A223	SP 8-14	CEMENT CONC. PATH	354	SY	\$ 150.00	\$ 53,100.00

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
A224	SP 8-20	CONDUIT	185	LF	\$ 25.00	\$4,625.00
A225	SP 8-21	PERMANENT SIGNING	1	LS	\$ 800.00	\$800.00
A226	SP 8-22	PAVEMENT MARKINGS	1	LS	\$ 800.00	\$800.00
A227	SP 8-26	OWNER-PROVIDED PRE-ENGINEERED PICNIC SHELTER INSTALL INCL. SLAB	1	LS	\$37,257.00	\$37,257.00
A228	SP 8-31	WHEEL STOP	1	EACH	\$ 160.00	\$ 160.00
A229	SP 8-32	RECORD DRAWINGS	1	LS	\$ 500.00	\$ 500.00
Subtotal Schedule A.2 (Bid Items A201–A229):					\$ \$223,832.60	
Sales Tax (9.2%):					\$ \$20,592.60	
Total Schedule A.2 (Bid Items A201–A229):					\$ \$244,425.20	

SCHEDULE B – BOATING FACILITY IMPROVEMENTS

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
B1	SP 1-04	MINOR CHANGE	1	CALC	\$1	\$1
B2	SP 1-05	ROADWAY SURVEYING	1	LS	\$8,000.00	\$ 8,000.00
B3	SP 1-07	POT HOLE EXISTING UTILITY	2	EACH	\$1,500.00	\$3,000.00
B4	SP 1-07	SPCC PLAN	1	LS	\$500.00	\$500.00
B5	SP 1-07	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$2,000.00
B6	1-09	MOBILIZATION	1	LS	\$34,600.00	\$ 34,600.00
B7	2-01	CLEARING AND GRUBBING	0.08	AC	\$35,000.00	\$ 2,800.00
B8	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 3,000.00	\$3,000.00
B9	SP 2-02	REMOVE ASPHALT PAVEMENT INCL. SAWCUTTING	900	SY	\$ 14.00	\$ 12,600.00
B10	SP 2-02	REMOVE ASPHALT SIDEWALK	125	SY	\$ 14.00	\$ 1,750.00
B11	SP 2-02	REMOVE CEMENT CONC PAVEMENT INCL. SAWCUTTING	75	SY	\$ 25.00	\$ 1,875.00
B12	SP 2-02	REMOVE CEMENT CONC. SIDEWALK	17	SY	\$25.00	\$425.00
B13	SP 2-02	REMOVE CEMENT CONC. CURB	214	LF	\$ 7.00	\$1,498.00
B14	SP 2-02	REMOVE AND DISPOSE OF PILES	3	EACH	\$1,800.00	\$5,400.00
B15	SP 2-02	REMOVE AND DISPOSE OF FLOATS	302	SF	\$ 10.00	\$ 3,020.00
B16	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	178	CY	\$ 25.00	\$4,450.00
B17	SP 2-03	GRAVEL BORROW INCL. HAUL	66	TON	\$ 38.00	\$2,508.00
B18	SP 4-04	CRUSHED SURFACING TOP COURSE	313	TON	\$32.00	\$ 10,016.00
B19	SP 5-04	COMMERCIAL HMA	146	TON	\$200.00	\$ 29,200.00
B20	SP 5-04	STORMWATER BERM	38	LF	\$ 35.00	\$ 1,330.00

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
B21	SP 5-05	CEMENT CONC. PAVEMENT	183	SY	\$58.00	\$10,614.00
B22	SP 6-02	PREFABRICATED CONCRETE BOAT RAMP	480	SF	\$85.00	\$40,800.00
B23	SP 6-02	CONCRETE ABUTMENT FOR BOAT RAMP FLOAT	23	CY	\$800.00	\$18,400.00
B24	SP 6-05	FURNISHING AND DRIVING STEEL PILING	38	LF	\$297.00	\$11,286.00
B25	SP 6-25	BOAT RAMP FLOAT	300	SF	\$227.00	\$68,100.00
B26	SP 8-01	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$815.00	\$815.00
B27	SP 8-01	SILT FENCE	133	LF	\$7.00	\$931.00
B28	SP 8-01	HIGH VISIBILITY FENCE	238	LF	\$3.00	\$714.00
B29	SP 8-02	TURBIDITY CURTAIN	126	LF	\$4.00	\$504.00
B30	SP 8-02	FINE COMPOST	347	SY	\$10.00	\$3,470.00
B31	SP 8-03	HYDROSEED	347	SY	\$4.00	\$1,388.00
B32	SP 8-03	IRRIGATION SLEEVES	185	LF	\$1.20	\$222.00
B33	SP 8-04	CEMENT CONC. TRAFFIC CURB TYPE C1	212	LF	\$13.00	\$2,756.00
B34	SP 5-04	CEMENT CONC. PATH	183	SY	\$150.00	\$27,450.00
B35	SP 8-21	PERMANENT SIGNING	1	LS	\$800.00	\$800.00
B36	SP 8-22	PAVEMENT MARKINGS	1	LS	\$800.00	\$800.00
B37	SP 8-32	RECORD DRAWINGS	1	LS	\$500.00	\$500.00
Subtotal Schedule B (Bid Item B1-B37):					\$318,919.40	317,523.00
Sales Tax (9.2%):					\$29,340.58	29,212.12
TOTAL SCHEDULE B (Bid Item B1-B37):					\$348,259.98	346,735.12

Schedule B Note: Unit Price may be a negative number.

COB
initial/date

Redside
Initial/date

SCHEDULE C – DRAINAGE AND STORM SEWER

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
C1	SP 7-04	ADS HP STORM DUAL WALL PIPE 12 IN. DIAM.	20	LF	\$ 14.10	\$ 282.00
C2	SP 8-35	BIOPOD 4 FOOT BY 12 FOOT	1	EACH	\$ 35,470.00	\$ 35,470.00
C3	SP 8-15	4 IN. STREAMBED COBBLES	24	TON	\$ 70.00	\$ 1,680.00
Subtotal Schedule C (Bid Items C1-C3):					\$ 37,432.00	
Sales Tax (9.2%):					\$ 3,443.74	
TOTAL SCHEDULE C (Bid Items C1-C3):					\$ 40,875.74	

SCHEDULE D – BID ADDITIVE 01 PLAY AREA

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
D1	SP 1-04	MINOR CHANGE	1	CALC	\$1	\$1
D2	SP 1-05	ROADWAY SURVEYING	1	LS	\$2,800.00	\$2,800.00
D3	1-09	MOBILIZATION	1	LS	\$ 100.00	\$100.00
D4	2-01	CLEARING AND GRUBBING	0.18	AC	\$ 20,000.00	\$3,600.00
D5	SP 2-03	ROADWAY EXCAVATION INCL. HAUL	161	CY	\$ 25.00	\$4,025.00
D6	SP 2-03	GRAVEL BORROW INCL. HAUL	29	TON	\$ 38.00	\$ 1,102.00
D7	SP 4-04	CRUSHED SURFACING TOP COURSE	23	TON	\$ 32.00	\$ 736.00
D8	SP 6-02	CEMENT CONC. STAIRS INCL. HANDRAILS	1	LS	\$ 14,300.00	\$ 14,300.00
D9	SP 7-01	4 IN. PVC SUBDRAIN	323	LF	\$ 10.00	\$3,230.00
D10	SP 7-01	SUBDRAIN CLEANOUT	4	EACH	\$ 50.00	\$ 200.00
D11	SP 8-04	PLAYGROUND PERIMETER CURB	197	LF	\$ 12.00	\$2,364.00
D12	SP 5-04	CEMENT CONC. PATH	83	SY	\$ 150.00	\$12,450.00
D13	SP 6-02	CEMENT CONC. SEAT WALL	17	LF	\$ 280.00	\$4,760.00
D14	SP 8-02	FINE COMPOST	349	SY	\$ 10.00	\$3,490.00
D15	SP 8-03	HYDROSEED	349	SY	\$ 5.00	\$1,745.00
D16	SP 8-03	IRRIGATION SLEEVES	10	LF	\$ 14.00	\$ 140.00
D17	SP 8-12	4 FT. TALL VINYL COATED CHAIN LINK FENCE TYPE 4	58	LF	\$ 65.00	\$ 3,770.00
D18	SP 8-12	3 FT. WIDE VINYL COATED CHAIN LINK GATE	1	LS	\$ 500.00	\$ 500.00
D19	SP 8-21	PERMANENT SIGNING	1	LS	\$ 400.00	\$ 400.00
D20	SP 8-14	PLAY AREA RAMP	1	LS	\$ 800.00	\$ 800.00
Subtotal Schedule D (Bid Items D1-D20):					\$ 60,513.00	
Sales Tax (9.2%):					\$ 5,567.20	
TOTAL SCHEDULE D (Bid Items D1-D20):					\$ 66,080.20	

SCHEDULE E – BID ADDITIVE 02 SUBSTITUTE HMA PATH

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
E1	SP 8-14	CONSTRUCT 4 IN. HMA PATH INSTEAD OF CONCRETE PATH	731	SY	\$ -30.00	\$ -21,930.00
Subtotal Schedule E (Bid Items E1):					\$ -21,930.00	
Sales Tax (9.2%):					\$ -2,017.56	
TOTAL SCHEDULE E (Bid Items E1):					\$ -23,947.56	

SCHEDULE F – BID ADDITIVE 03 POWDER COAT STAIR AND RAMP RAILINGS

Item No.	Ref to Spec	Description of Item	Estimated Quantity	Unit	Unit Price	Amount
F1	SP 6-02	POWDER COAT STAIR AND RAMP RAILINGS	1	LS	\$ 6,800.00	\$ 6,800.00
Subtotal Schedule F (Bid Items F1):					\$ 6,800.00	
Sales Tax (9.2%):					\$ 625.60	
TOTAL SCHEDULE F (Bid Items F1):					\$ 7,425.60	

BID SUMMARY

TOTAL SCHEDULE A.1 (Bid Items A101-A136):	\$ 435,545.29	
TOTAL SCHEDULE A.2 (Bid Items A201-A229)	\$ 244,425.20	
TOTAL SCHEDULE B (Bid Item B1-B37):	\$ 348,259.98	346,735.12
TOTAL SCHEDULE C (Bid Items C1-C3):	\$ 40,875.74	
TOTAL SCHEDULE D (Bid Items D1-D20):	\$ 66,080.20	
TOTAL SCHEDULE E (Bid Items E1):	\$ -23,947.56	
TOTAL SCHEDULE F (Bid Items F1):	\$ 7,425.60	
TOTAL BID:	\$ 1,118,664.46	1,133,661.55

END OF PROPOSAL FORM

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FINAL VOUCHER CONTRACT CERTIFICATE

<Project Title><City Project Number>-
<City Construction Contract Number>

<_____>(Contractor) hereby indicates agreement with, and acceptance of total Contract Price of, _____dollars, and _____ cents \$<0000000.00> including Washington State sales and/or use taxes, and the final Contract Time of <NNN> working day per section the . Full and final compensation for all Work performed in connection with the project has been received. _____ (Contractor) does hereby release the City of Bremerton from all claims, liability, demands, damages and actions of any kind whatsoever, arising from performance of that Contract.

I certify I am authorized to sign on behalf of _____ (Contractor). The Contractor, _____, hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, with the exception, that being Retainage, if any, remaining to be paid.

Printed Name & Title: Date _____

Certificate of Notary

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature (Seal or stamp)

Title

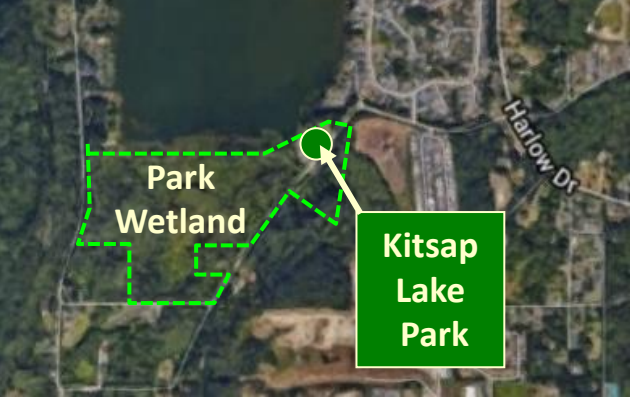
I, certify the Contract was physically complete on <DATE>, according to the provisions and the contractor has been paid in full. The City of Bremerton hereby accepts the completed contract pursuant to the Contract provisions.

City of Bremerton

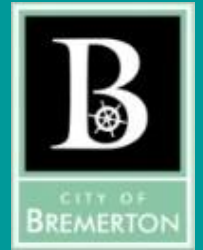
Project Manager Date _____

END OF CONTRACT FORMS

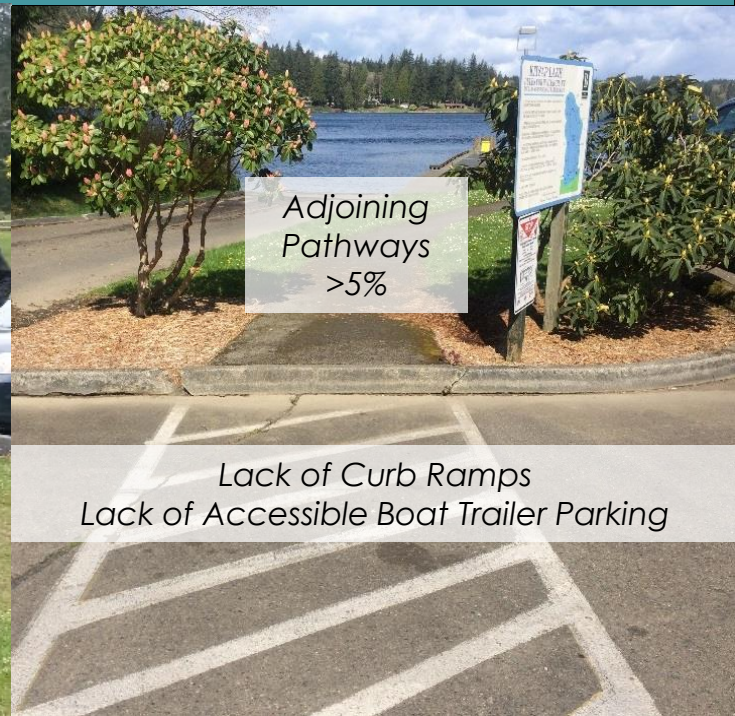
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Kitsap Lake Park Renovation Project



Public Outreach



Adjoining Pathways >5%

Lack of Curb Ramps
Lack of Accessible Boat Trailer Parking

Bremerton Parks & Recreation invites you to participate in a **KITSAP LAKE PARK MASTER PLANNING MEETING**

Bremerton Parks and Recreation is updating the Master Plan for Kitsap Lake Park and wants you to help on how the site can be updated to better serve the neighborhood and families who use it. Topics will include: existing conditions; proposed scope; accessibility improvements; renovation of boat launch, dock, and fishing pier; grant application schedule and community fundraising effort to match grants. The meeting will be interactive and families with children are welcome. Contact Bremerton Parks and Recreation at (360) 473-3305 or email at parks@ci.bremerton.wa.gov for more information.



Where:
Sheldon Park
Community Center
690 Lebo Blvd.

When:
April 24th
Tuesday, 5:30 PM
**Parks & Recreation Commission Meeting*




Identified as a High Priority in Adopted 2020 PROS Plan

City of Bremerton

Parks, Recreation & Open Space Plan



Adopted February 19, 2020



Management Issues

- ➡ Ensuring boat launch and docks remain in safe, usable condition
- ➡ Because of sloping terrain, providing access to site amenities is challenging
 - Conflicts between watercraft and shore fisherman
 - Enforcement of watercraft regulations

Improvement Recommendations

- ➡ Update and provide ADA access improvements to site furnishings and shoreline recreation
 - Consider trail and boardwalk from Kitsap Lake Park into Kitsap Lake Wetlands around south end of lake
 - Consider loop trail around Kitsap Lake
- ➡ Install picnic shelter
- ➡ Develop interpretive signage

Kitsap Lake Park Renovation Master Plan



Kitsap Lake

Play Area & Seating

New Accessible Fishing Dock

New Shelter

Improved Water Access via Ramp, Seating, Accessible Pathways/Parking & Restroom Upgrades

Accessible Pathways & Parking

New Accessible Boat Launch

Future Parking for "Kitsap Lake to West Belfair Trail"

Stormwater Vault Treatment System & Trench Drain

Accessible Boat Launch Parking

Entry Signage & Landscaping

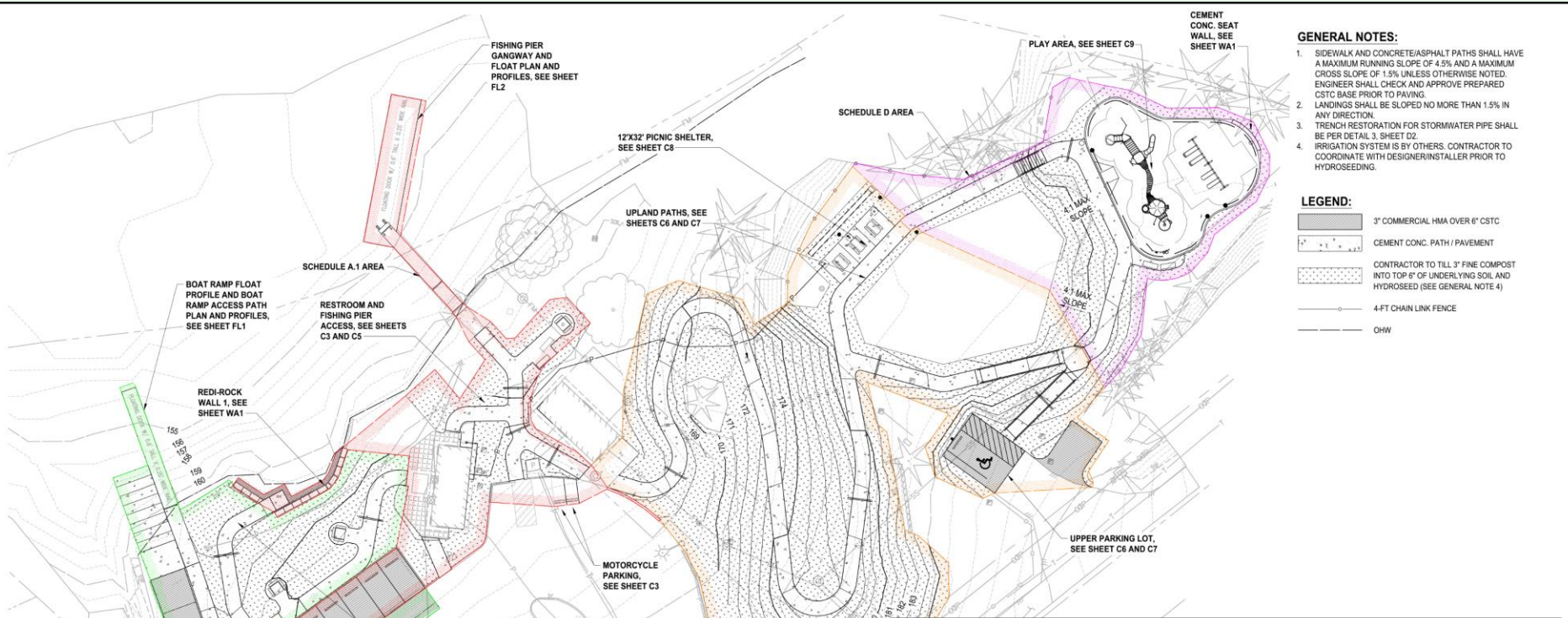
Wetland Viewpoint & Signage

Future Wildlife Viewing Platforms & Nature Trails



N.I.C.: Not in Contract

Project Scope & Cost - 2.0M



- GENERAL NOTES:**
- SIDEWALK AND CONCRETE/ASPHALT PATHS SHALL HAVE A MAXIMUM RUNNING SLOPE OF 4.5% AND A MAXIMUM CROSS SLOPE OF 1.5% UNLESS OTHERWISE NOTED. ENGINEER SHALL CHECK AND APPROVE PREPARED CSTC BASE PRIOR TO PAVING.
 - LANDINGS SHALL BE SLOPED NO MORE THAN 1.5% IN ANY DIRECTION.
 - TRENCH RESTORATION FOR STORMWATER PIPE SHALL BE PER DETAIL 3, SHEET D2.
 - IRRIGATION SYSTEM IS BY OTHERS. CONTRACTOR TO COORDINATE WITH DESIGNER/INSTALLER PRIOR TO HYDROSEEDING.

- LEGEND:**
- 3" COMMERCIAL HMA OVER 6" CSTC
 - CEMENT CONC. PATH / PAVEMENT
 - CONTRACTOR TO TILL 3" FINE COMPOST INTO TOP 6" OF UNDERLYING SOIL AND HYDROSEED (SEE GENERAL NOTE 4)
 - 4-FT CHAIN LINK FENCE
 - OHW

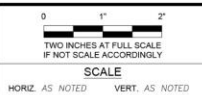
KITSAP LAKE PARK RENOVATION PROJECT Project No. 59163

REVENUE		EXPENDITURE	
Grants		Contracted Services	
RCO - Boating Facility Program	556,200	Engineering/Permitting/Cultural Resources	223,988
RCO - Aquatic Land Enhancement Account	438,200	Construction Contract (incl. Contingency)	1,288,185
Department of Commerce	252,840	Construction Mngt	96,000
CDBG - Completed Restroom Improvements	46,883	Irrigation Design	2,900
		Irrigation Install	62,100
Donations		Out of Contract Elements	
Bremerton Parks Foundation	10,000	Permitting, Bid Services, Site Prep	17,953
		Restroom Improvements - Complete	46,883
City Match		Shelter, Site Furn, Signage	81,133
Approved REET	300,000	Landscaping	18,680
Public Works & Utilities	100,000	Playground	133,695
Additional REET Needed (pending additional 200k DOC Grant ask)	311,581		
<i>111,581 if DOC grant is awarded (-84,419) w/o Contingency</i>		Other	
		Contingency	42,187
TOTAL REVENUE TO FUND PROJECT	\$ 2,015,704	TOTAL EXPENDITURES	\$ 2,015,704



REVISIONS

NO.	DESCRIPTION	DATE	BY



CITY OF BREMER
DEPARTMENT OF PARKS & RECREATION

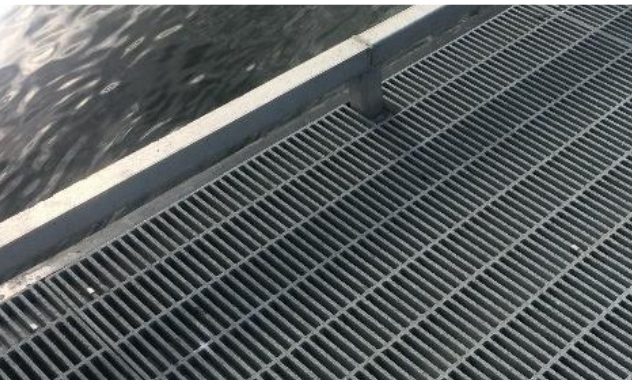
DRAWING NO. _____
DRAWN BY: J. CROFOOT
DATE: MAR 2024

DESIGN BY: J. CERALDE
WASH. P.L.A. #20118444 DATE: MAR 2024

CHECKED BY: J. SWANSON
WASH. P.L.A. #656 DATE: MAR 2024



Utilize Upland with Pathways and Shelter Overlooking Water



New Fish-Friendly Dock



New Roof & ADA Fixtures Inside

Thank
You




Paved Accessible Parking



Accessible Site Furniture



Example of New Children's Play Area



*Accessible Pathways
Connecting Features*



Example of Shelter