



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

**WEDNESDAY, MARCH 26, 2025**  
**CITY COUNCIL STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@bremertonwa.gov](mailto:City.Council@bremertonwa.gov). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **April 2, 2025** 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/87318266756?pwd=ZWIMVnVYbFBHYiY5U1RJUmFreDFXUT09>
- *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. AGENDA BILL BRIEFINGS**

- [1.](#) Confirm Reappointment of Kirsten Dahlquist to the Design Review Board
- [2.](#) Confirm Reappointment of Erin Hatch to the Design Review Board
- [3.](#) Contract Modification Agreement No. 2 with HDR Engineering, Inc. for the 6<sup>th</sup> Street Active Transportation Project
- [4.](#) Authorization to Pre-Purchase Materials for the Central Bremerton Force Main Replacement Project
- [5.](#) Interlocal Contract with Houston-Galveston Area Council (HGAC) Buy for Cooperative Purchasing
- [6.](#) Services Agreement with Novoa Global, Inc. for Automated Traffic Safety Programs
- [7.](#) Approval of Collective Bargaining Agreement between the City of Bremerton and Teamsters Local 589; Approval of the Management & Professional Employees Salary Schedule; and related Budget Amendment
- [8.](#) Review and Approval of the Director of Public Works & Utilities Job Description
- [9.](#) Ordinance to amend BMC Chapter 5.06 entitled "Rental Property Registration"

**B. GENERAL COUNCIL BUSINESS**

1. Public Works Committee Briefing (*Last Meeting 3/24/25*) – Chair Jane Rebelowski
2. Parks, Finance, Investment, & Parking Committee Briefing (*Last Meeting 3/25/25*) – Chair Jeff Coughlin
3. Regional and Other Committee/Board Briefings
4. Other General Council Business (*As necessary, and as time allows...*)

**C. ADJOURNMENT OF STUDY SESSION**



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

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A1**

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**SUBJECT:** Confirm Reappointment of  
Kirsten Dahlquist to the Design Review  
Board

Study Session Date:	March 26, 2025
COUNCIL MEETING Date:	April 2, 2025
Department:	Executive
Presenter:	Mayor Wheeler
Phone:	(360) 473-5266

**SUMMARY:** The Mayor is seeking confirmation for the reappointment of Kirsten Dahlquist, a local architect, to the Design Review Board, Position 4. Ms. Dahlquist has served on the Board since May 2019. The new term begins January 1, 2025, and expires 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 reappointment of Kirsten Dahlquist to the Design Review Board for the term expiring December 31, 2028.

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

## Jon Hickling

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**From:** noreply@civicplus.com  
**Sent:** Monday, March 17, 2025 5:10 PM  
**To:** WebMaster; Greg Wheeler; Jennifer Hayes; Andrea Spencer  
**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	3/17/2025
First Name	Kirsten
Middle Name	<i>Field not completed.</i>
Last Name	Dahlquist
Home Phone	
Address1	
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98310
Occupation	Architect
Employer	Rice Fergus Miller
Work Address1	275 5th Street
Work Address2	Suite 100
City	Bremerton
State	WA
Zip	98337
Work Phone	
Fax	<i>Field not completed.</i>

Email	[REDACTED]
Education	Bachelor of Arts in Architecture and Master of Arts in Architecture
Local References	Angie Tomisser [REDACTED] Becky Wall [REDACTED]
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?	6 years
How long have you lived in Bremerton	7 years
Why are you applying for this appointment?	I am passionate about contributing to the continued growth and development of Bremerton's built environment, ensuring it reflects both functional design and cultural relevance. My experience and commitment to fostering high-quality, community-oriented architecture will allow me to make a meaningful impact on the city's design vision.
Which of your personal and / or professional interests prompted you to apply for this appointment?	My professional interests in community and cultural building design, as well as my experience working with diverse organizations, prompted me to apply for this reappointment. I am deeply committed to supporting the integration of thoughtful design that respects both our community's heritage and its evolving needs.
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):	17 year career as an Architect, Bachelor of Arts in Architecture and Master of Arts in Architecture, currently work at a local architecture firm and previously at several firms in Seattle



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

Member Kitsap County Council for Human Rights, Board  
Member American Institute of Architecture Seattle

Please list any accommodations you need to perform volunteer duties:

None.

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*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.*

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Updated 3/24/2020

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**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A2**

**SUBJECT:** Confirm Reappointment of Erin Hatch to the Design Review Board

Study Session Date:	March 26, 2025
COUNCIL MEETING Date:	April 2, 2025
Department:	Executive
Presenter:	Mayor Wheeler
Phone:	(360) 473-5266

**SUMMARY:** The Mayor is seeking confirmation for the reappointment of Erin Hatch, a marketing director, to the Design Review Board, Position 5. Ms. Hatch has served on the Board since February 2021. The new term begins January 1, 2025, and expires 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 reappointment of Erin Hatch to Design Review Board, Position 5 for the term expiring December 31, 2028.

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

## Jon Hickling

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 18, 2025 10:19 AM  
**To:** WebMaster; Greg Wheeler; Jennifer Hayes; Andrea Spencer  
**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	3/18/2025
First Name	Erin
Middle Name	Schiedler
Last Name	Hatch
Home Phone	
Address1	
Address2	Field not completed.
City	Bremerton
State	WA
Zip	98310
Occupation	Principal
Employer	Rice Fergus Miller
Work Address1	275 Fifth Street
Work Address2	Suite 100
City	Bremerton
State	WA
Zip	98337
Work Phone	
Fax	Field not completed.

Email	
Education	Bachelor of Interior Architecture, Minors in Historic Preservation & Art History, University of Oregon
Local References	Marit Bockelie, Executive Director, Wayzgoose Kitsap, 
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?	4 years
How long have you lived in Bremerton	8 years
Why are you applying for this appointment?	To help ensure the architectural integrity of Bremerton's downtown.
Which of your personal and / or professional interests prompted you to apply for this appointment?	My academic background and current profession is related to architecture, design, and the health of urban environments.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	no
Please list your qualifications for this appointment (include skills, activities, training, education):	<p>My primary interest in this position is ensuring that Bremerton continues to be a thriving place to live, work, and do business. I believe that new development plays a large role in establishing not only what our city will become in the near future, but in our long-term trajectory as well.</p> <p>As my first four-year term on the Bremerton Design Review Board closes, I am eager to apply for reappointment. Serving on the board has deepened my appreciation for the collaborative process that shapes our city. I've had the privilege of contributing to thoughtful discussions, reviewing projects with care, and working alongside fellow board members, city</p>

staff, and community stakeholders to ensure that Bremerton's growth aligns with our shared vision.

I still remember my first exposure to a Design Review Board meeting. I was a new employee at an architecture firm, and a friend from college was presenting one of his designs to the Downtown Seattle DRB. He invited me to observe the process, and I recall the insightful comments from the board members about various aspects of the project. While I didn't agree with all of them, I felt inspired by the democratic nature of the discussion. It opened my eyes to the significant impact that DRBs and public input have on shaping our cities.

Since that experience, I've been part of many teams assembling review packages and presentations for Design Review Board meetings. I have coached architects preparing to present to DRBs and gained knowledge about the guidelines that architects must navigate, or occasionally request exceptions from, to bring their designs to life.

As a citizen of Bremerton for the past eight years with a background in architectural design, historic preservation, and marketing, I care deeply about both preserving our region's rich history and encouraging responsible new development. If reappointed, I will continue to approach each project with an open mind and a spirit of diplomacy. While it's impossible to be entirely without bias, my diverse skills and experiences provide me with a well-rounded perspective that contributes to the collective decision-making of the Bremerton Design Review Board.

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

I have both personal and professional reasons for applying for this position.

First, as a marketer in the A/E/C industry I am always seeking to learn more about the development process. I am also a strong believer in democratic processes and their oversight of private business interests. I believe that the Design Review process exists to ensure that our region's cities are equitable, beautiful, and functional for all people, and that they can help balance the needs of the public and the city with the interests of private developers.

Additionally, as a citizen of Bremerton, I am excited by the potential of this great city. I have been impressed with the pro-development, pro-growth attitude of the region, but I think that the City of Bremerton has a responsibility to ensure that sustainability, equity, and affordability are priorities for new

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large-scale development, particularly in our downtown core. I would be honored to help represent the interests of both a private citizen and a professional working in the A/E/C industry.

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

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*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.*

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Updated 3/24/2020

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**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A3**

**SUBJECT:**

Contract Modification Agreement No. 2 with  
HDR Engineering, Inc. for the 6<sup>th</sup> Street  
Active Transportation Project

Study Session Date: March 26, 2025

COUNCIL MEETING Date: April 2, 2025

Department: PW&U-Engineering

Presenter: Nick Ataie

Phone: (360) 473-2306

**SUMMARY:**

The 2024 – 2029 Capital Improvement Plan includes funding in the current annual budget for design of active transportation and safety improvements on the 6th Street corridor. The scope of work consists of a roadway re-channelization including the addition of continuous bike lanes from west of Wycoff Ave to Washington Ave. The initial agreement with HDR Engineering included site review, public outreach, and development of a conceptual alternative layouts. Contract Modification No. 1 included a time-only contract extension. Contract Modification No. 2 advances conceptual alternatives to final engineering including development of plans, specifications, and estimates. An additional open house will be hosted as part of this agreement including refinements to previously developed design concepts for further public input. Contract Modification No. 2 has been negotiated in the amount of \$374,682.22 increasing the overall contract not to exceed amount to \$566,432.22.

**ATTACHMENTS:**

1. Project Location Map
2. Contract Modification Agreement No. 2
3. Original Contract (For Reference Only)

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

This project is in the Transportation Capital Fund; no budget adjustment is required for this contract modification.

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

**RECOMMENDED MOTION:**

Move to approve the Contract Modification No. 2 with HDR for the 6<sup>th</sup> Street Active Transportation 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



FOR PROJECT INFORMATION, PLEASE VISIT:

[www.bremertonwa.gov/1342/6th-Street-Active-Transportation-Improve](http://www.bremertonwa.gov/1342/6th-Street-Active-Transportation-Improve)





**CONTRACT MODIFICATION AGREEMENT NO. 002  
TO CITY CONTRACT # 6735  
BETWEEN THE CITY OF BREMERTON AND  
HDR ENGINEERING, INC.**

**PROJECT:** 6<sup>th</sup> Street Active Transportation Improvement Project

**CONSULTANT:** HDR Engineering, Inc. (HDR)

**DATE:** April XX, 2025

**THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE PROFESSIONAL SERVICES AGREEMENT (the "Contract") entered into between the City of Bremerton and HDR Engineering, Inc. on July 15, 2024.**

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

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

**I.**

Section I. Scope, is modified as follows:

**As amended under "Exhibit A-1" (Scope of Work, Amendment 2)**

Section II. Term, is modified as follows:

**The Consultant shall complete the work described in this Contract Modification Agreement within fourteen (14) months from the effective date of this agreement.**

Section III. Compensation, is modified as follows:

**The original contract amount was not to exceed \$191,751.00. The current contract amount, including all previous amendments is not to exceed \$191,751.00. Contract Modification Agreement No. 002 includes additional compensation in the amount of \$374,682.22 as provided under "Exhibit C-1" for a total amended contract amount not to exceed \$566,432.22.**

**II.**

**Consultant accepts all requirements of this Contract Modification by endorsing below. Consultant further agrees that this Contract Modification constitutes full and final settlement of all of the Consultant's claims for contract time and for all costs of any kind, including without limitation, costs of delays related to any work either covered or affected by this Contract Modification, claims related to on-site or home office overhead, or lost profits. This Contract Modification does not limit the City's right to bring a claim for past performance.**

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

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

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

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

City Engineer / Public Works Director      approved to process \_\_\_\_\_ (Initials and Date)

**CONSULTANT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE CITY OF BREMERTON**

By: \_\_\_\_\_  
Print Name: Greg Wheeler  
Its: Mayor  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
KYLIE J. FINNELL, Bremerton City Attorney

By: \_\_\_\_\_  
ANGELA HOOVER, City Clerk

**NOTICES TO BE SENT TO:**

Robert Acevedo, PE, PTOE  
Project Manager  
HDR Engineering, Inc.  
500 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, WA 98004-5549

**NOTICES TO BE SENT TO:**

Nick Ataie, PE  
Project Manager  
City of Bremerton Engineering Dept.  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891



EXHIBIT A-1  
SCOPE OF WORK - Amendment 2

# **6<sup>th</sup> Street Active Transportation Improvements Project** **(E 11<sup>th</sup> St/Kitsap Way to Washington Ave)**

## **City of Bremerton** **Scope of Work**

### **Amendment 2**

**March 2025**



**555 110th Avenue  
Suite 1200  
Bellevue, WA 98004  
(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 6<sup>th</sup> 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.

### Anticipated Project Implementation Schedule

The Project is partially funded with the Preliminary Engineering Phase funded by CITY capital funds allocated as part of the 2024 budget. Construction funding is unsecured but has been requested by the CITY under the 2025-2027 WSDOT Pedestrian and Bicycle Grant Program to fully fund the project. While construction funding is currently unsecured, the CITY is seeking to have the project design completed, and construction funding secured, by 2026.

### Contract Duration

The project duration, including the construction phase, is estimated to extend into 2026/2027 (dependent on actual construction timeline). Contract Amendment 2 will include more detailed alternative analysis and design development, progressing the design to 100% plans, specifications, and estimate (PS&E). For Contract Amendment 2, the contract scope duration is estimated at 14 months from the CITY's issuance of Notice to Proceed expected in April 2025.

### Proposed Improvements

Proposed Improvements for 6<sup>th</sup> Street are anticipated to include:

- Implementation of a roadway re-channelization along the project limits.
  - Typical reduction to one general-purpose vehicle thru lane in each direction re-allocating space from existing general-purpose vehicle thru lanes and/or on-street parking.
  - Providing a typical center vehicle two-way left-turn lane and/or dedicated left-turn lanes at intersections (west of Park Ave).
  - Providing an on-street bike lane with green pavement markings in each direction with buffers and/or pre-manufactured vertical elements where determined feasible per the project scope and design parameters.
  - Updated intersection channelization including design accommodating proposed bike facilities, turning lanes, transit access, and pedestrian access.
  - Reconfiguration and/or modification to existing on-street parking (east of Park Ave).
- Minor spot modification of curb, gutter, and sidewalk where required. No widening or narrowing of existing curb-to-curb street width.
- Spot pedestrian crossing enhancements including installation of Rectangular Rapid Flashing Beacon (RRFB) crossings and center median treatments.
- Traffic signal equipment modifications to accommodate the proposed roadway re-channelization.



- Signal timing optimization at signalized intersections including provisions for bicycles and pedestrians as determined based on evaluation.
- The improvements will take place within existing CITY right-of-way (ROW).

## Major Milestone Schedule

The following are major schedule milestones for the project (Amendment 2):

Notice to Proceed	April 2025
Refined Alternatives Development (Roll Plot)	May/June 2025
Second In-Person Public Outreach Meeting & Survey	July 2025
30% Design Submittal (Roll Plot)	September 2025
60% Design Submittal	December 2025
90% Design Submittal	February 2026
100% Design Submittal	March 2026
Bid Phase	Contingent on Funding

## Project Assumptions

1. The scope of work assumes there will be no work done outside of the existing ROW and no ROW services are provided as part of this scope.
2. No civil construction outside of ROW is anticipated
3. This scope does not assume significant environmental services are required. Scope provides hours for review of CITY compiled SEPA documentation with assumption that the project qualifies for SEPA categorical exclusion. City to lead/coordinate DAHP review, and concurrency as required under Executive Order 21-02 related to archaeological and cultural resources.
4. This scope does not include any additional survey work. The CITY-provided survey will be used as the base file for design.

## Design Standards and References

The Amendment modifies the following to update to the latest edition, amendments, and revisions (as of execution of this AGREEMENT) of the following publications, where applicable, including but not limited to:

### State Publications:

2025 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)

2024 Department of Ecology Stormwater Management Manual for Western Washington

American Association of State Highway and Transportation Officials (AASHTO):  
Guide for the Development of Bicycle Facilities, 2024, 5<sup>th</sup> Edition.

**Other Publications:**

Urban Bikeway Design Guide, NACTO; 2025, 3<sup>rd</sup> Edition

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 and/or design best practices for the project as approved by the CITY. Any design elements that do not meet the applicable design standards and/or best practices 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**

Task 1 is modified to include additional time for project PM and Accountant to execute the amendment, update project budget, billings, and invoicing throughout the life of the contract.

**Task 1 Assumptions:**

1. 28 Bi-weekly progress meetings held virtually or at CITY Engineering offices as needed.
2. All other meetings will be attended by CONSULTANT, project manager and appropriate support staff as necessary and assumed virtually.
3. The CONSULTANT will be responsible for exhibits and presentations for the PROJECT team meetings as needed.
4. A contract amendment kickoff meeting will be attended by the CONSULTANT, project manager and up to two (2) discipline leads. Other staff may participate via conference call. This meeting will replace one of the Bi-weekly meetings.
5. Four (4) schedule updates (roughly once per quarter)
6. Earned Value update with monthly invoicing.
7. This scope includes up to 14 monthly invoices.

**Task 1 Deliverable(s):**

1. Project Meeting, Agenda and Minutes.
2. Monthly Progress Reports, Invoices, Meeting Minutes, Action Items and Meeting Agendas.
3. Project schedule updates

## Task 2 Quality Assurance / Quality Control

Task 2 is modified to add additional QA/QC effort for submittal review for the below design submittals.

### **Task 2 Deliverables**

1. Completed Review Ledger with each submittal.
2. Bluebeam mark ups.

## Task 3 Data Collection / Review of Existing Information

No change to this task from original scope

## Task 4 Public and Stakeholder Involvement

Task 4 is modified to add additional public outreach and stakeholder engagement to the project.

### 4.01 Communications Plan

No change to this task from original scope

### 4.02 Project Materials

The Consultant will update content for the project fact sheet and a project mailer.

### 4.03 Stakeholder Interviews

This amendment adds additional time to hold individual follow up meetings with key stakeholders.

### 4.04 Virtual Online Open House

No change to this task from original scope

### 4.05 In-Person Open House

This amendment adds scope for a second in-person open house. 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 provide updated content and review for CITY hosted online survey. CONSULTANT to provide a summary memorandum documenting the in-person event and feedback received.

#### **CITY Responsibilities**

1. Participate in project team coordination meetings. Meetings accounted for in Bi-weekly project 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. Host virtual survey.

5. Review and provide direction on the public involvement event or outreach materials.
6. Schedule and initiate the individual stakeholder outreach meetings.
7. Any venue rental fees associated with in-person public outreach.
8. Lead notification efforts for the open houses.

**Task 4 Assumption(s)**

1. CONSULTANT to participate in up to three (3) stakeholder interviews, Stakeholders anticipated to include Kitsap Transit, Bremerton School District, and the Navy. (3 virtual meetings, up to 2 CONSULTANT staff at each meeting).
2. 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.
3. HDR to provide two (2) corridor length roll plots for the in-person open house.
4. CITY will review and approve all materials prior to distribution/use.

**Task 4 Deliverable(s)**

5. Project Fact Sheet Update (1 draft, 1 final)
6. Update Mailer (1 draft, 1 final) (CITY to print, mail and pay for postage)
7. Content for Stakeholder interviews (questionnaires and project overview graphics)
8. Content for in-person open house (concept design roll plot, existing conditions roll plot, intersection exhibits, and schedule).
9. Documentation of summary of outreach and feedback received included in the design report.

## **Task 5 Alternatives Development**

### **5.01 Pedestrian / Bicycle Facility Alternative Development**

This amendment adds additional effort to further review alternatives developed during the preliminary phase of the project and specific public input received as shown below:

1. Further evaluation and alternative refinement including use of pre-manufactured vertical elements within proposed bike lane buffers and adjacent to bike lane edge markings along proposed bike lanes without buffers.
2. Further evaluation and alternative refinement for channelization and traffic operations at the intersection of 6<sup>th</sup> Street and Naval Avenue.
3. Further evaluation and alternative refinement for channelization and traffic operations at the intersection of 6<sup>th</sup> Street and Warren Avenue.
4. Further evaluation and alternative refinement for channelization and traffic operation east of Park Avenue.
5. Further evaluation of signalized intersection operation project-wide including considerations for use of leading pedestrian intervals (LPI) and phase restrictions.

## 5.02 Refined Alternative Development (City Workshop)

Based on additional evaluation and alternatives developed under Task 5.01, the CONSULTANT will 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.

Feasible alternatives will be presented to the public and stakeholders as developed under Task 4 (Public and Stakeholder Involvement).

Workshop material will consist of an advanced concept level design level roll plot developed under Task 6.

## 5.03 Alternative Assessment

This amendment adds additional effort related to assessment of refined alternatives developed under Task 5.01.

CONSULTANT will apply the screening criteria and methodology to the refined alternative development and design directive and document as part of the design report.

### **Task 5 Assumption(s):**

1. Traffic analysis is limited to reviewing minor changes in channelization to intersection operations. Understanding of LPI impacts and phasing for bike signal detection.
2. This scope assumes the use of the existing Synchro model provided by the CITY. Any new data needed will be collected and provided by the City.
3. Workshop to be held at the offices of the CITY. Workshop to be up to two (2) hours in duration and attended by up to three (3) CONSULTANT staff.
4. CONSULTANT will provide materials to facilitate the meeting. Material to consist of one (1) roll plot and electronic presentation.
5. CONSULTANT will document the meeting by producing meeting notes.

### **Task 5 Deliverable(s):**

1. Presentation materials, developing graphics and other content. One (1) roll plot (1:40 scale plots) sketches, diagrams, and other graphics, as needed to support the overall development of each of the alternatives. For use in CITY Workshop.
2. Planning level opinion of probable construction cost (OPCC) and long-term operational cost considerations.
3. Brief Traffic Analysis Memo summarizing the findings of the signalized intersection operations based on the analysis of alternative channelization.
4. Meeting summary including comments or considerations associated with each concept generated at the meeting.
5. Compiled Review Comments

## Task 6 Preliminary Engineering

This amendment includes additional efforts to advance the concept design determined in Task 5 to a level for CITY concurrence. The design will encompass channelization, roadway cross-sections, signal modifications, and key roadway signage, providing a more detailed and refined layout to garner buy-in and support further development. The final alternative will not be determined until after the second in-person open house, ensuring that public input is considered before finalizing the selection.

### **Task 6 Assumption(s):**

1. Only one alternative (determined from Task 5) will be advanced to a concept design level. This will include the options for widening buffered areas where feasible.
2. Design effort assumes no ROW impacts (acquisition or need for temporary construction easements).
3. Incorporate CITY provided survey and base mapping, develop cumulative existing conditions from 6<sup>th</sup> Street pavement preservation projects.
4. Convert files to AutoCAD .dwg format from MicroStation.dgn format currently used for more favorable roll plot presentation

### **Task 6 Deliverable(s):**

1. One advance concept design roll plot in PDF format, including existing base mapping, existing right of way, channelization, delineation, and signal improvements. Up to one (1) roll plot (1:40 scale).

## Task 7 Design Report

This amendment includes additional efforts for documenting the expanded alternative analysis, documenting the public outreach process, and capturing the support and input from the CITY during the workshop, as well as finalizing the design report after selection of the alternative to move forward.

Amendment accounts for effort for developing and finalizing a protected bike lane (PBL) review and application of WSDOT methodology for Bicycle Level of Traffic Street (BLTS), WSDOT standards and best practices.

### **Task 7 Deliverables:**

1. One draft and final Design Report.
2. One draft and final PBL Memo.

## Task 8 Management Reserve Fund (MRF)

This amendment adds additional Management Reserved Fund (MRF) to the contract.

A MRF (dollar amount per contract) is to be utilized only for unforeseen added work that is not included in this AGREEMENT. The CONSULTANT will 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.

## Task 9 30% Design

CONSULTANT will advance the design of the ultimate configuration from the work completed under the Task 6 (Preliminary Engineering) of the PROJECT. The Preliminary Engineering effort established the PROJECT footprint for roadway improvements, basic channelization, conceptual design for bicycle facilities and parking needs.

### Task 9.1 Engineer's Opinion of Cost

The CONSULTANT's OPCC and backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, will be made available upon request. Backup calculations will specifically include items measured by the appropriate unit. The OPCC will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or OPCC provided by the CONSULTANT will be based on experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices.

### Task 9.2 Pavement Marking and Signing

CONSULTANT will prepare plans for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will match into existing striping.

CONSULTANT will prepare signing plans that show the location of existing signs to be removed and existing signs to remain, new signs and associated sign design details. Signing will conform to the current edition of the MUTCD and the CITY'S signing guidelines.

CONSULTANT will prepare plans and details for minor curb and pavement works along the corridor associated with RRFB median islands, curb ramps and ADA parking stalls.

### Task 9.3 Pedestrian / Bicycle Intersection Design

Based on the pedestrian and bicycle design work completed during the preliminary design phase, the CONSULTANT will develop intersection channelization plans detailing the widths of key intersection features, including sidewalks, crosswalks, and bicycle channelization. This input will be provided in one or more of the following forms: design comments for incorporation into the paving and pavement marking plan sets, creation of project-specific detail sheets, or development of special project specifications.

CONSULTANT to develop pavement removal plans and civil details for RRFB center median locations. CONSULTANT to design curb and associated civil works for enhanced RRFB crossing locations. Scope also includes effort for minor sidewalk and curb design associated with ramp modifications for removal or installation of ADA parking.

### Task 9.4 Signal Design

The CONSULTANT will design, calculate, and document minor signal system modifications at up to seven (7) locations. These modifications will include signal head location adjustments, the addition of Leading Pedestrian Intervals (LPI), and bicycle signal indications where determined. Additionally, the CONSULTANT will further design up to three (3) rectangular rapid flashing beacon (RRFB) pedestrian crossings.

#### Signals:

1. Wycoff Ave
2. Callow Ave
3. Montgomery Ave
4. Naval Ave
5. Veneta Ave
6. Warren Ave
7. Park Ave

#### RRFB

1. Olympic Ave
2. Hewitt Ave
3. Chester Ave

Estimate. CONSULTANT will develop 30% design level Plans for review by the CITY.

## Task 9.5 30% Submittal

CONSULTANT to prepare 30% design level plans for review by the CITY.

The anticipated sheet list for 30% design includes:

Submittal Sheet List for 30% Design		# Sheets Included
Sheet Description	30%	
Cover Sheet with Vicinity Map and Index	1	
Legend, General Notes, Abbreviations, and Project Key Map	2	
Site Preparation and TESC Plans and Notes	--	
Pavement Marking and Signing Plans	21	
Signing Schedule and Details	--	
Signals and RRFB	10	
Signals Schedule and Details	--	
Staging and Traffic Control Sequencing Notes	---	
Staging and Traffic Control Plans	---	
<b>Total # Sheets</b>	<b>34</b>	

#### Task 9 Assumption(s):

1. General Construction Notes will be provided for this submittal.
2. Details, schedules, and wiring diagrams will not be provided at this submittal.
3. Existing signs to be inventoried as part of design process. Sign reflection testing is not included in this scope.



4. Design rational report documenting design criteria and standards deviations to be included with deliverable.
5. This scope does not include effort for new street lighting design along the project corridor. Task 13 includes analysis of existing corridor lighting and recommendations.
6. Scope assumes no drainage design.
7. Minor sidewalk design is to account for sidewalk design and repair associated with the enhanced pedestrian crossings.
8. Scope assumes no specifications at this deliverable.
9. Scope assumes no modifications to existing signals at Kitsap Way / 11<sup>th</sup> Street or 6<sup>th</sup> Street / Washington Avenue.

**Task 9 Deliverable(s):**

1. 30% Design Roll Plot
2. 30% OPCC
3. 30% Submittal Design Rational Report

## **Task 10 60% Design – PS&E**

The CONSULTANT will follow the guidelines set forth in the CITY's Design Standards when preparing the 60% plans, specifications, and estimate. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1"= 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet and an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

### **Task 10.1 Site Preparation and TESC**

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

CONSULTANT will prepare temporary erosion control details which show erosion and sedimentation controls measures to be used for this project.

The Temporary Erosion and Sedimentation Control (TESC) drawings will be prepared in accordance with the CITY requirements and provided with the Stormwater Pollution Prevention Plan (SWPPP).

## Task 10.2 Pavement Marking/Signing Plans, Schedules & Details

CONSULTANT will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will match into existing striping.

CONSULTANT will prepare signing plans that show the location of new signs and associated sign design details. Signing will conform to the current edition of the MUTCD and the CITY'S signing guidelines.

CONSULTANT will prepare plans and details for minor curb and pavement works along the corridor associated with RRFB median islands, curb ramps and ADA parking stalls.

## Task 10.3 Signals and RRFB Plans

CONSULTANT will prepare the signal modification plans, and details showing proposed signal modification elements. Locations for the signal equipment, electrical hardware, and wiring diagrams as needed for up to seven (7) signals located within the PROJECT limits.

CONSULTANT will prepare signal plans for up to three (3) new RRFB enhanced pedestrian crossings.

## Task 10.4 Traffic Control

CONSULTANT will develop project specific traffic control narratives and contractor requirements. The 60% submittal will include one sheet documenting the traffic control narrative and potential traffic control scenarios.

## Task 10.5 60% Submittal

The CONSULTANT will use the 30% design plans and progress to the 60% design and plan level. The CONSULTANT will take into consideration the 30% design review comments from the CITY while advancing to the 60% level.

The anticipated sheet list for 60% design includes:

Submittal Sheet List for 60% Design		# Sheets Included
Sheet Description	60%	
Cover Sheet with Vicinity Map and Index	1	
Legend, General Notes, Abbreviations, and Project Key Map	2	
Site Preparation and TESC Plans and Notes	22	
Pavement Marking and Signing Plans	21	
Signing Schedule and Details	6	
Signals and RRFB	10	
Signals Schedule and Details	7	

Staging and Traffic Control Sequencing Notes	1
Staging and Traffic Control Plans	---
<b>Total # Sheets</b>	<b>70</b>

## Task 10.6 60% Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions if applicable. CONSULTANT will draft complete project specifications, following WSDOT's latest Division 1 Local Agency GSPs, including project specific special provisions as needed.

## Task 10.7 60% Engineer's Opinion of Cost

CONSULTANT's OPCC and backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, will be made available upon request. Backup calculations will specifically include items measured by the appropriate unit. The OPCC will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that OPCCs provided by the CONSULTANT will be based on experience and judgment. The OPCC will be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications will be prepared from this information by the CONSULTANT.

### **Task 10 Assumption(s):**

1. Details, schedules, and wiring diagrams will be provided at this submittal.
2. Design rational report documenting design criteria and standards deviations to be included with deliverable.

### **Task 10 Deliverable(s):**

1. 60% PS&E
2. 60% Design Rational Report

## Task 11 Final Design – PS&E

The CONSULTANT will follow the guidelines set forth in the CITY's Design Standards when preparing the 90% and 100% plans, specifications, and OPCC.

CONSULTANT will advance the design to 90% plans based on input from CITY provided comments of the 90% design plans.

### Task 11.1 Traffic Control

CONSULTANT will develop project specific traffic control plans to meet WSDOT LAG Manual requirements. These plans will include details for typical closures and detours needed on the project. Specific locations will not be denoted on the plans; however, all traffic control scenarios will be noted including lane closures and/or shifts. It is assumed that up to two (2) unique traffic control plans, and three (3) typical details will be required.

## Task 11.2 90% Submittal

CONSULTANT will use the 60% design plans and progress to the 90% design and plan level. The CONSULTANT will take into consideration the 60% design review comments from the CITY while advancing to the 90% level.

The CONSULTANT will further develop the 60% plans to a 90% plan level without the addition of any new sheets.

Submittal Sheet List for 90% and 100% Design		# Sheets Included	
Sheet Description	90%	100%	
Cover Sheet with Vicinity Map and Index	1	1	
Legend, General Notes, Abbreviations, and Project Key Map	2	2	
Site Preparation and TESC Plans and Notes	22	22	
Pavement Marking and Signing Plans	21	21	
Signing Schedule and Details	6	6	
Signals and RRFB	10	10	
Signals Schedule and Details	7	7	
Staging and Traffic Control Sequencing Notes	2	2	
Staging and Traffic Control Plans	20	20	
<b>Total # Sheets</b>	<b>91</b>	<b>91</b>	

## Task 11.3 90% Specifications

The CONSULTANT will update the project specifications to match the 90% design level and incorporate any comments received.

## Task 11.4 90% Engineer's Opinion of Cost

CONSULTANT's OPCC and backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, will be made available upon request. Engineer's OPCC will be updated to match the 90% Design level and incorporate comments received.

## Task 11.5 100% Submittal

CONSULTANT will use the 90% design plans and progress to the 100% design and plan level. The CONSULTANT will take into consideration the 90% design review comments from the CITY while advancing to the 100% level.

The CONSULTANT will further develop the 90% plans to a 100% plan level without the addition of any new sheets.

## Task 11.6 100% Specifications

The CONSULTANT will update the project specifications to match the 100% design level and incorporate any comments received. This deliverable will include a complete bid book packaging.

## Task 11.7 100% Engineer's Opinion of Cost

CONSULTANT's OPCC and backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, will be made available upon request. Engineer's OPCC will be updated to match the 100% Design level and incorporate comments received.

### **Task 11 Assumption(s):**

1. The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
2. CONSULTANT will consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.
3. Design rational report documenting design criteria and standards deviations to be included with each deliverable.
4. CIYT review comments for each submittal will be returned to the CONSULTANT within 10 working days of submittal.

### **Task 11 Deliverable(s):**

1. 90% PS&E
2. 90% Design Rational Report
3. 100% PS&E
4. 100% Design Rational Report
5. Comment Resolution Ledgers (60% & 90%)

## Task 12 Signal Timing

The CONSULTANT will utilize the Synchro model developed during Task 5 to generate signal timing inputs for all signals within the project limits. This effort will include the development of up to four (4) unique time-of-day (TOD) plans—AM peak, midday, PM peak, and free-flow/off-peak operations.

As part of this task, the CONSULTANT will analyze existing traffic volumes, turning movement counts, and pedestrian activity to refine phase splits, cycle lengths, and offsets to optimize corridor-wide coordination and progression. The timing plans will be developed to balance efficiency for all modes, including general traffic, transit, bicycles, and pedestrians, while ensuring compliance with agency policies and operational constraints.

The CONSULTANT will conduct a Synchro-based performance assessment of the proposed timing plans, evaluating key metrics such as delay, queue lengths, and level of service. If necessary, adjustments will be made to improve operational efficiency and minimize congestion.

The final timing plans will be documented and provided in a format suitable for agency implementation, including controller input sheets and coordination parameters. If requested, the

CONSULTANT will also support field deployment and fine-tuning efforts in collaboration with agency staff.

**Task 12 Assumption(s):**

1. The scope assumes signal timing review and recommendations at up to eight (8) signals. This accounts for a holistic view of signal timing along the corridor.
2. Signal Coordination will only be taken into account at Wycoff Ave, Callow Ave, and Montgomery Ave. North/South Coordination at Warren Ave will be taken into account, however, this scope does not include effort to look at adjacent signals along Warren Ave.
3. Tube counts and turn movement counts as needed will be collected and provided by the CITY.
4. Scope does not assume any bench testing of new timing plans will be conducted.
5. One round of field review of implemented timings and fine tuning up to 16 hours of staff time.

**Task 12 Deliverable(s):**

1. Draft Timings for Review
2. Final Timings for Implementation

## Task 13 Street Lighting Analysis

The CONSULTANT will analyze the existing street lighting along the corridor, documenting the type and locations of the existing lighting fixtures. The CONSULTANT will develop an AGi32 model to assess the current street light levels within the study area. The findings will be presented in photometric exhibits.

**Task 13 Assumption(s):**

1. AGi32 modeling to consist of existing condition analysis of PSE provided existing light fixtures. Recommendations to be provided based on dark spots and uniformity concerns.
2. Effort assumes no city owned street lighting system and recommendations to be focused on low cost and limited impact lighting improvements.

**Task 13 Deliverable(s):**

1. Draft and final lighting memo
2. Draft and Final Light level exhibits

## Task 14 Bidding Phase Assistance

The CONSULTANT will assist the CITY during the advertisement for construction and bidding phase in order to provide information to prospective bidders to support a competitive bidding environment.

CONSULTANT will provide written responses to questions and requests for clarifications to the contract documents submitted to the CITY during the bidding period. Responses will be provided in Microsoft Word format and submitted to the CITY for inclusion in contract addenda.

CONSULTANT will evaluate Bidder requests for alternative (“or equal”) approvals during the bidding phase.

CONSULTANT will prepare, attend and participate in the Pre-Bid Conference.

CONSULTANT will assist the CITY in preparing bid addenda and a conformed drawing set.

**CITY Responsibilities:**

Record, consolidate and deliver Bidder questions and requests for contract document interpretations to the CONSULTANT in timely fashion.

Schedule, organize and conduct the Pre-Bid Conference.

CITY will issue all addenda.

***Task 14 Assumption(s):***

1. This PROJECT will be bid as one construction project.
2. Pre-Bid Conference will be held at the Norm Dick’s Government Center and include a site visit – maximum labor effort for two CONSULTANT staff of 4 hours per staff member.
3. The budget for this task is limited to that amount shown in the project budget. Work beyond the budgeted amount will be considered extra work.

***Task 14 Deliverable(s):***

1. Written responses to Bidders questions and requests for interpretations and evaluation of acceptable alternates (“or equals”).
2. Pre-bid addenda.
3. Conformed set of contract documents.



EXHIBIT C-1  
COMPENSATION - Amendment 2



## FEE ESTIMATE

City of Bremerton: Bremerton\_6th Street ATI




Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total Fee
1	Project Management	\$32,250	\$0	\$0	\$32,250
2	QA/QC	\$26,520	\$0	\$0	\$26,520
3	Data Collection	\$0	\$0	\$0	\$0
4	Public and Stakeholder Involvement	\$10,374	\$0	\$0	\$10,374
5	Alternatives Development	\$40,734	\$0	\$0	\$40,734
6	Preliminary Engineering	\$10,218	\$0	\$0	\$10,218
7	Design Report	\$11,281	\$0	\$0	\$11,281
9	30% Design	\$56,269	\$0	\$0	\$56,269
10	60% Design	\$59,197	\$0	\$0	\$59,197
11	Final Design	\$58,689	\$0	\$0	\$58,689
12	Signal Timing	\$25,139	\$0	\$0	\$25,139
13	Street Lighting Analysis	\$11,680	\$0	\$0	\$11,680
14	Bidding Phase Assistance	\$7,616	\$0	\$0	\$7,616
0	Expenses	\$0	\$812	\$0	\$812
		<b>\$349,967</b>	<b>\$812</b>	<b>\$0</b>	<b>\$350,779</b>

Management Reserve Fund	\$ 23,903.22
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\$ 374,682.22
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**City of Bremerton: Bremerton\_6th Street AT**




<div></div> <div>Contract Title / Project Role</div> <div>Billing Rate</div>		Acevedo, Robert C	Anders, Eric J	Barney, Hayley Lynn	Harper, Jennifer K	Finn, Maureen C	Krzeminski, James M	Magee, Brian G	Napiorkowski, Tomasz William (Tom)	Parenteau, Trevor Michael	Pi, Jake Sung Joon	Total Labor Hours	Total Labor Dollars		
		Transportation Engineer 5	Transportation Engineer 5	Administrative Assistant 5	Transportation Engineer 5	Communications Consultant 3	Transportation Engineer 5	Transportation Engineer 5	Transportation Engineer 3	Drafting Technician 3	Transportation Engineer 5				
		288.62	233.57	124.87	238.59	144.89	265.61	249.83	165.85	116.89	213.52				
1	Project Management	67	0	62	0	0	0	4	20	0	4	157	\$ 32,249.88		
	Project Mgmt Plan / Quality Mgmt Plan / HASP	2										2	\$ 577.24		
	Coordination Meetings and Monitoring	44							4	20	4		72	\$ 17,869.68	
	Invoicing / Status Reporting / EV / Work Plan	21	62									83	\$ 13,802.96		
	Subconsultant Management											0	\$ -		
2	QA/QC	6	12	0	70	0	8	0	12	10	0	118	\$ 26,519.84		
	Alternatives Material and Roll Plot	1	8			4			2			15	\$ 3,591.48		
	Open House Material	1	8			4			2			17	\$ 3,825.26		
	30% Submittal	1	8						2			13	\$ 2,762.82		
	60% Submittal	1	22						2			27	\$ 6,103.08		
	90% Submittal	1	8	12						2			25	\$ 5,585.74	
	100% Submittal	1	4	12						2			21	\$ 4,651.46	
3	Data Collection	0	0	0	0	0	0	0	0	0	0	0	\$ -		
4	Public and Stakeholder Involvement	12	0	0	0	8	0	6	20	8	0	54	\$ 10,373.66		
	4.01 Comm Plan	1	8									9	\$ 1,447.74		
	4.02 Project Materials	4							8			12	\$ 2,481.28		
	4.03 Stakeholder Interviews	3							4			7	\$ 1,529.26		
	4.04 Virtual Online Open House											0	\$ -		
	4.05 In-person Open House and prep	4	6					8	8	26		\$ 4,915.38			
5	Alternatives Development	20	0	0	0	0	0	24	118	0	44	206	\$ 40,733.50		
	5.01 Ped/Bike Alt Development	4						8	80				92	\$ 16,421.12	
	5.02 Refined Alt (City Workshop)	4						8	16	6			34	\$ 7,087.84	
	Traffic Analysis	8						8			36			52	\$ 11,322.48
	5.03 Alt Assessment	4						8	14	2			28	\$ 5,902.06	
6	Preliminary Engineering	8	0	0	0	0	0	8	30	8	0	54	\$ 10,218.22		
	Advanced Concept Design	8							8	30	8	54		\$ 10,218.22	
7	Design Report	8	0	0	0	12	0	6	32	0	2	60	\$ 11,280.86		
	Draft Design Report	6				8	4		24				42	\$ 7,870.56	
	Final Design Report	2				4	2		8	2			18	\$ 3,410.30	
9	30% Design	40	0	0	0	0	0	4	220	40	12	316	\$ 56,268.96		
	9.1 30% Engineer's Estimate	4							12			16	\$ 3,144.68		
	9.2 Pavement Markings and Signing	8							120			4	132	\$ 22,678.52	
	9.3 Ped/Bike Intersection Design	4						2	8	8				22	\$ 3,916.06
	9.4 Signal Design	8						2	60	8	12	90	\$ 16,256.98		
	9.5 30% Submittal	16							20			20	56	\$ 10,272.72	
10	60% Design	23	4	0	0	0	0	0	274	20	18	339	\$ 59,196.60		
	10.1 Site Preparation and TESC	1							40			41	\$ 6,922.62		
	10.2 Pavement Marking and signing	2							80			82	\$ 13,845.24		
	10.3 Signal and RRFB Design	6							80			18	104	\$ 18,843.08	
	10.4 Traffic Control	4	4						12			20	\$ 4,078.96		
	10.5 60% Submittal	4							40			20	64	\$ 10,126.28	
	10.6 60% Specification	2							14			16	\$ 2,899.14		
	10.7 60% Engineer's Estimate	4							8			12	\$ 2,481.28		



EXPENSES

City of Bremerton: Bremerton\_6th Street AT1

		Mileage/mile (2025)	Copies/Page 11x17 B&W	Miscellaneous	Tech Fees	Contingency		Total ODC	ODC Markup	Total ODC + Markup
		Travel	Office Expenses	Roll Plot						
OTHER DIRECT COSTS		Each	Each	Each						
Unit Cost		\$0.700	\$0.090	\$300.000	\$3.70	0.00%			0.00%	
0	Expenses									
	Quantity	300	20	2	0.00					
	Task Total	\$210.00	\$1.80	\$600.00	\$0.00	\$0.00		\$811.80	\$0.00	\$811.80

Total ODC	\$	210.00	\$	1.80	\$	600.00	\$	-	\$	-	\$	811.80	\$	-	\$	811.80
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\*All mileage will be billed at the current IRS mileage rate

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

4L

**SUBJECT:**

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

Study Session Date: June 26, 2024

COUNCIL MEETING Date: July 3, 2024

Department: PW&U-Engineering

Presenter: Nick Ataie

Phone: (360) 473-2306

**SUMMARY:**

The 2024 – 2029 Capital Improvement Plan includes funding in the current annual budget for design of active transportation improvements on the 6<sup>th</sup> 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 6<sup>th</sup> 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

**PROFESSIONAL SERVICES AGREEMENT**  
**6<sup>th</sup> 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 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a 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 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891

Attn: Robert Acevedo, PE, PTOE  
HDR Engineering, Inc  
500 108<sup>th</sup> 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.

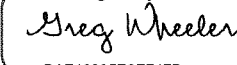
**XI. Suspension & Debarment.** For contracts involving Washington State and Federal funding, Consultant hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation 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.

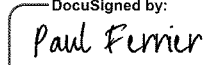
CITY:

CONSULTANT:

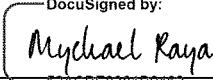
CITY OF BREMERTON

By:   
DocuSigned by: BAE46095E8E747B  
 Print Name: Greg Wheeler  
 Its: Mayor  
 Date: 7/15/2024

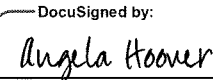
HDR ENGINEERING, INC

By:   
DocuSigned by: 8B20592235BB46F  
 Print Name: Paul Ferrier  
 Its: Vice President  
 Date: 7/15/2024

APPROVED AS TO FORM:

By:   
Kylie J. Finnell, Bremerton City Attorney

ATTEST:

By:   
Angela Hoover, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Professional Services Agreement Rev. 04 2023.docx

## **EXHIBIT A SCOPE OF WORK**

# **6<sup>th</sup> Street Active Transportation Improvements Project**

**(E 11<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Street corridor. 6<sup>th</sup> 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 11<sup>th</sup> Street and Burwell Street (SR 304). The proposed re-channelization for 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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, 7<sup>th</sup> Edition  
Guide for the Development of Bicycle Facilities, 2012, 4<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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: 1<sup>st</sup> Street to 15<sup>th</sup> 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 6<sup>th</sup> 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 3<sup>rd</sup> 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		
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		
<b>1</b>	<b>Project Management</b>	<b>35</b>	<b>44</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>91</b>	<b>\$ 16,230.20</b>
	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
<b>2</b>	<b>Quality Assurance / Quality Control</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>21</b>	<b>\$ 4,533.94</b>
	2.1 QA/QC	1		2				18	21	\$ 4,533.94
<b>3</b>	<b>Data Collection / Review of Existing Information</b>	<b>16</b>	<b>0</b>	<b>60</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>\$ 16,639.12</b>
	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
<b>4</b>	<b>Public and Stakeholder Involvement</b>	<b>24</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>\$ 11,606.40</b>
	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
										\$ -
<b>5</b>	<b>Alternative Analysis</b>	<b>42</b>	<b>0</b>	<b>140</b>	<b>24</b>	<b>58</b>	<b>8</b>	<b>0</b>	<b>272</b>	<b>\$ 45,614.96</b>
	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
<b>6</b>	<b>Preliminary Engineering</b>	<b>20</b>	<b>0</b>	<b>108</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>0</b>	<b>178</b>	<b>\$ 28,954.26</b>
	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	\$ -
<b>7</b>	<b>Design Report</b>	<b>8</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>\$ 11,360.36</b>
	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
<b>Task Total Hours</b>		<b>146.00</b>	<b>44.00</b>	<b>394.00</b>	<b>46.00</b>	<b>106.00</b>	<b>30.00</b>	<b>18.00</b>	<b>784.00</b>	
<b>Task Total Fee</b>		<b>\$ 40,021.52</b>	<b>\$ 4,750.68</b>	<b>\$ 61,901.34</b>	<b>\$ 10,835.30</b>	<b>\$ 10,186.60</b>	<b>\$ 3,298.20</b>	<b>\$ 3,945.60</b>		<b>\$ 134,939.24</b>

EXPENSES


City of Bremerton: Bremerton\_6th Street Active Transportation Improvements

		Mileage/mile (2024)	Copies/Page 11x17 Color	Miscellaneous			Tech Fees	Contingency		Total ODC	ODC Markup	Total ODC + Markup
		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		0.00					
	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		0.00					
	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		0.00					
	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 (Aliah)	Associate 1 (TED)	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
<b>Task 2 - Public and Stakeholder Involvement</b>									
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	8			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
<b>Labor Subtotal:</b>		<b>13</b>	<b>104</b>	<b>62</b>	<b>28</b>	<b>12</b>	<b>15</b>	<b>54</b>	<b>\$37,633</b>
<b>Reimbursable ODC's: Printing (as needed), mileage, parking, ferries/tolls</b>									<b>\$750</b>
<b>Total Labor:</b>		<b>13</b>	<b>104</b>	<b>62</b>	<b>28</b>	<b>12</b>	<b>15</b>	<b>54</b>	<b>288</b>
<b>Staff Billing Rates</b>		<b>176.43</b>	<b>113.41</b>	<b>112.40</b>	<b>112.40</b>	<b>199.30</b>	<b>176.43</b>	<b>155.38</b>	
<b>Total LOE:</b>		<b>2,293.59</b>	<b>11,794.64</b>	<b>6,968.80</b>	<b>3,147.20</b>	<b>2,391.60</b>	<b>2,646.45</b>	<b>8,390.52</b>	<b>38,382.80</b>



**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A4**

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**SUBJECT:**

Authorization to Pre-Purchase Materials for  
the Central Bremerton Force Main  
Replacement Project

Study Session Date: March 26, 2025

COUNCIL MEETING Date: April 2, 2025

Department: Public Works & Utilities

Presenter: David Powell

Phone: (360) 473-5268

**SUMMARY:** The City will be advertising for construction of the Central Bremerton Force Main Replacement Project in late March 2025. Staff has learned that pipe valves and fittings may require up to 18 weeks for delivery from the order date. Staff is requesting authorization to pre-order the valves and fittings so they can be delivered and installed by the contractor starting in July/August 2025, which is critical for ensuring the project is completed by the grant construction completion deadline of February 28, 2026.

The estimated cost of the valves and fittings is between \$200,000 and \$300,000.

**ATTACHMENTS:**

1. Request for Quotes **Updated 3/26/25 4:19 PM**
2. Location Map

**FISCAL IMPACTS (Include Budgeted Amount):** The Central Bremerton Force Main Replacement Project is identified in the 2025-2030 Capital Improvement Program for \$8M. The City has been awarded a grant for \$7.145M. The cost of pre-purchased fittings is reimbursable under the grant.

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

**RECOMMENDED MOTION:** Move to authorize the mayor to approve the Pre-purchase Materials for the Central Bremerton Force Main Replacement Project in an amount not to exceed \$300,000.

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

**REQUEST FOR BIDS**  
**CENTRAL BREMERTON FORCE MAIN REPLACEMENT**  
**MATERIAL PRE-PURCHASE**

BID Submission Deadline:  
**APRIL 11th, 2025, at 2 PM PST**

## **REQUEST FOR BIDS**

### **CENTRAL BREMERTON FORCE MAIN REPLACEMENT MATERIAL PRE-PURCHASE**

#### **BID SUBMITTAL DEADLINE: 2:00 PM on April 11, 2025**

The City of Bremerton Public Works Department is inviting BIDS from interested and qualified vendors and firms to supply/provide waterworks valves, fittings, and appurtenances for the Central Bremerton Force Main Replacement Project.

The purpose of this Request for BIDS is to purchase 14-inch and 18-inch Ductile Iron fittings, valves, thrust restraining components and appurtenances for constructing approximately 3,100 LF of new 14-inch and 18-inch C905 PVC SDR 25 pipe for the Central Bremerton Force Main Replacement Project.

This project is being funded by a \$7.14M federal grant. This project is being managed by the City of Bremerton Public Works Department. Supplier must deliver materials to F.O.B. 1600 Oyster Bay Avenue South, Bremerton, WA on or before August 8, 2025, with the exception of the 18-inch gate valve. The 18-inch gate valve must arrive prior to October 1, 2025. Time is of the essence for delivery of these materials to avoid loss of grant funding.

The requirements and technical specifications for the materials are provided in Exhibit A to this solicitation. The City's standard Goods and Services Agreement and Performance Bond that the bidder must execute with the City is included as Exhibit B. By submitting a response, a respondent represents they have carefully read the terms and conditions of this solicitation and all Exhibits and addenda and agrees to be bound by them.

**BID SUBMISSION REQUIREMENTS:** NOTICE IS HEREBY GIVEN that BIDS will be accepted by email only. Fill out the forms titled BID FORMS. Email the forms and technical data sheets for all products to be used to the following email address: [Alex.Daugherty@ci.bremerton.wa.us](mailto:Alex.Daugherty@ci.bremerton.wa.us). Emails must be date-stamped no later than 2:00 p.m. on April 11, 2025.

**BASIS OF AWARD:** Award will be made to the lowest responsive, responsible bidding party. The City of Bremerton reserves the right to reject any or all BIDS, and to waive any irregularities. The last date/time to submit questions is 2:00 PM, on April 9, 2025.

#### **COMMUNICATION CONTACT:**

**David Powell**

Telephone: (360) 473-5268

E-mail: [\\_david.powell@ci.bremerton.wa.us](mailto:_david.powell@ci.bremerton.wa.us)

## **INSTRUCTIONS TO INTERESTED PARTIES:**

- 1. ANNOUNCEMENT AND SPECIAL INFORMATION:** Respondents are required to read, understand, and accept all information contained within this entire bid package, including the technical specification Exhibits. Each respondent shall submit this entire Request for BID (RFB) executed by an authorized representative who will be the principal point of contact for the duration of this procurement process. Respondent shall complete the Respondent's Authorized Offer and Contract Signature Page accordingly. If awarded, the City will notify the successful respondent and issue a purchase order.
- 2. AUTHORIZED COMMUNICATION:** Upon release of this solicitation, all respondent communications concerning this solicitation must be directed to David Powell, contact information as listed. Unauthorized contact regarding this solicitation with other City employees involved with this solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding. All questions concerning this solicitation must be in writing via electronic mail to david.powell@ci.bremerton.wa.us using "BID-Question CBFM Materials and Fittings" as the subject line. The Deadline to submit questions is April 9, 2025 at 2:00pm.
- 3. RESPONDENT INFORMATION:** Respondent further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein, including all amendments. Bremerton Municipal Code 2.76.040(e) "Local Preference Purchase for Goods:" When reviewing BIDS for purchase, all things being equal when considering factors such as product quality, delivery, warranty or service provided, there is a preference to purchase from a local supplier. A local supplier is a supplier having an office or facility located within the City of Bremerton and licensed to do and doing business within the City of Bremerton. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all necessary facilities and personnel are available and established at the time of BID submittal.
- 4. TECHNICAL REQUIREMENTS**

Exhibit A contains the technical requirements and specification for the materials and fittings. BIDS that do not meet specifications will be evaluated and may be considered non-responsive.

## **5. PRICING INFORMATION:**

- \* Prices shall remain valid for a period of no less than forty-five (45) days. The City does not represent or guarantee any minimum purchases and does not guarantee any purchases will be made.

The City will have the option to negotiate with the awarded respondent to add any upgrades or non-standard options to orders.

**6. MATERIAL DELIVERY LOCATION AND RECEIPT OF DELIVERY:**

Materials shall be delivered to the following location:

City of Bremerton  
1600 Oyster Bay Avenue South  
Bremerton, WA 98337

Advanced coordination of planned delivery is required. Contact David Powell at (360) 473-5268. All items shall be shrink-wrapped and on pallets. At the time of delivery, the City will inspect each item to ensure no damage has occurred. The delivery person shall provide a receipt of delivery to City staff and the City will provide a receipt acknowledging receipt of the item after the item has been inspected and accepted.

- 7. MATERIAL DELIVERY DATE:** These materials must be delivered on or before August 8, 2025, with the exception of the 18-inch gate valve. The 18-inch gate valve must arrive prior to October 1, 2025.
- 8. BUY AMERICAN REQUIREMENT:** This project is funded by a Federal Grant. Buy American Requirements apply. See Item 10.8 for further information.

**9. SPECIAL TERMS AND CONDITIONS**

**9.1 Removed**

**9.2 MATERIALS AND WORKMANSHIP**

The Respondent shall be required to furnish all materials, and/or services necessary to perform contractual requirements. Materials and workmanship shall conform to all codes, regulations and requirements, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards.

**9.3 SHIPPING TERMS**

All respondents are required to BID FOB destination. Failure to do so may be sufficient reason to find BID non-responsive.

**9.4 STANDARD PRODUCTION MODEL**

Unit(s) shall be new (unused) current standard production model(s) and shall be completely prepared for customer delivery through service by a factory-franchised dealer or directly from the manufacturer prior to delivery. Each unit shall include all inspection coupons, or warranty identification cards furnished in accordance with standard warranty policy. All accessories as listed herein shall be identical to those regularly supplied to the dealer and shall be of the identical quality and design as those normally installed on units for sale through normal commercial channels. Materials supplied shall have all the latest changes and features offered as standard whether called for in these specifications or not.

## **10. GENERAL TERMS AND CONDITIONS**

- 10.1** It is the responsibility of all offerors to examine the entire Invitation for BID package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- 10.2** The City is not responsible for any equipment or software failure that may cause delay or non-delivery of a submittal.
- 10.3** It should be noted that all the material, exhibits, and data presented in this RFB, and supplemental information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Respondents are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their BID is based. The City shall not be liable for Respondent's reliance on any information contained in this RFB.
- 10.4** The City reserves the right to reject any and all BIDS, to waive minor irregularities in any BID and to change the selection process or timeline. The City reserves the right to clarification of information submitted, and to additional information from any proposer.
- 10.5** The contract resulting from acceptance of a BID by the City shall be in a form supplied by the City and shall reflect the specifications in this RFB. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this RFB, and which is not approved by the City Attorney's Office.
- 10.6** The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFB. All submitted documents are public and subject to disclosure pursuant to Chapter 42.56 Revised Code of Washington, known as the Public Records Act.
- 10.7** Respondents shall execute an agreement with the City of Bremerton and provide proof of insurance along with their BID response. Respondents shall ensure that they can meet the City of Bremerton minimum insurance requirements as outlined in the attached Goods and Services agreement before beginning of work.
- 10.8** This project is funded by a Federal Grant. Buy American Requirements apply.  
Major quantities of steel and iron construction materials that are permanently incorporated into the project shall consist of American-made materials only. BABA requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.  
Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the  
Foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.  
American-made material is defined as material having all manufacturing processes occurring domestically.  
If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does

not conform to the BABA requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109

**11. 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.

**12. 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.

- 13.** 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 respondents 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.



## BID FORMS

The following forms with the heading BID FORM in the title must be submitted. Failure to submit these forms may be grounds for rejecting the bid.

### **BID FORM – BID AND ACKNOWLEDGEMENT OF ADDENDA**

1. The undersigned Respondent proposes and agrees, if this BID is accepted, to execute the Goods and Services Agreement with the City of Bremerton to deliver the items as specified or indicated in said BID Documents entitled **“Request for BIDS Central Bremerton Force Main Replacement Material Pre-Purchase.”**
2. Respondent accepts all of the terms and conditions of the BID Documents.
3. Respondent has examined copies of all the BID Documents including the following addenda (receipt of all of which is hereby acknowledged). Failure to acknowledge addenda shall render the BID non-responsive and shall be cause for its rejection.

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Respondent has familiarized itself with the nature and extent of the BID Documents, Specifications, locality where the items are to be delivered, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or delivery of requested items and has made such independent investigations as Respondent deems necessary.

To all the foregoing, and including all BID Forms contained in this BID, said Respondent further agrees to provide the materials required under the BID Documents within the Contract Time stipulated in said BID Documents, and to accept in full payment therefore the Contract Price based on the Total BID Price. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its BID and any subsequently awarded Contract/Purchase Order. The signatory below represents that they have the authority to bind the entity named below to the Response submitted and any Contract/Purchase Order awarded as a result of this solicitation.

Dated: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature)

### **BID FORM – REQUIRED INFORMATION**

The Respondent 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 Respondent's General Information is delivered to the CITY.

Name of Company: \_\_\_\_\_

UBI #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Years in business under current name (or list the year incorporated): \_\_\_\_\_

**BID SCHEDULE {BID FORM}**

ITEM	DESCRIPTION	CONNECTIONS	# OF UNITS (Each)	UNIT PRICE (\$), dollars and cents	TOTAL PRICE (\$), dollars and cents	Product delivery no later than August 8, 2025? (YES/NO)	Product as-specified? (YES / NO). If not as-specified, attach extra pages with explanation
1	14" Gate Valve	FL	1				
2	18" WYE	MJ x MJ x FL	1				
3	18"x14" Eccentric Reducer	MJ	1				
4	18" Gate Valve	FL	1			N/A	
5	18" 11.25° Bend	MJ	7				
6	18" 45° Bend	MJ	7				
7	18"x 18" x 6" Tee (FL)	MJ x MJ x FL	4				
8	14" 45° Bend	MJ	2				
9	14" Solid Sleeve	MJ	1				
10	18" Solid Sleeve	MJ	1				
11	14"x12" Tapping Sleeve	FL	1				
12	12" Gate Valve	FL	1				
13	18" Mechanical Joint Restraint	MJ to PVC Pipe	34				
14	14" Mechanical Joint Restraint	MJ to PVC Pipe	2				
15	12" Mechanical Joint Restraint	MJ to PVC Pipe	1				
16	6" Restrained Flange Coupling Adapters	FL x Sch 80	4				

17	18" PVC Pipe Joint Coupling/Harness	N/A	25				
18	14" PVC Pipe Joint Coupling/Harness	N/A	12				
	SUBTOTAL				\$		
	SALES TAX AT 9.2%				\$		
	<b>GRAND TOTAL</b>				\$		

**BID FORM – REFERENCES**

Fill out the following form which demonstrates that the firm has supplied materials for three (3) projects of similar size and complexity within the past 5 years.

<b>Project Name</b>		<b>Project Location/Address</b>	
<b>Description of Work</b>			
<b>Contract Amount</b>	<b>Project Owner/Agency</b>		<b>Completion Date</b>
<b>Owner/Agency</b>	<b>Address</b>		<b>Phone Number</b>

<b>Project Name</b>		<b>Project Location/Address</b>	
<b>Description of Work</b>			
<b>Contract Amount</b>	<b>Project Owner/Agency</b>		<b>Completion Date</b>
<b>Owner/Agency</b>	<b>Address</b>		<b>Phone Number</b>

<b>Project Name</b>		<b>Project Location/Address</b>	
<b>Description of Work</b>			
<b>Contract Amount</b>	<b>Project Owner/Agency</b>		<b>Completion Date</b>
<b>Owner/Agency</b>	<b>Address</b>		<b>Phone Number</b>

**BID FORM – NON-COLLUSION AFFIDAVIT**

STATE OF )  
 ) ss.  
COUNTY OF )

\_\_\_\_\_, 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 respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham BID, or that anyone shall refrain from Bidding; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the BID price, or of that of any other respondent, 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 respondent 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: \_\_\_\_\_  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
County of \_\_\_\_\_  
State of \_\_\_\_\_

(SEAL)



**BID FORM – CERTIFICATION OF NON-DEBARMENT AND SUSPENSION**

INSTRUCTIONS TO CONTRACTORS AND VENDORS: 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.

**Company Name** \_\_\_\_\_

**Name and Title of Signer (type or print clearly)** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**END OF BID FORMS**

## **EXHIBIT A: Requirements and Technical Specifications**

The specifications below, which are copied from the contract documents, are intended to be the minimum acceptable fully outfitted response as well as performance standards that City of Bremerton will accept. The City will have the sole authority to accept or reject any item that is deemed to be below the minimum.

**SUBMITTAL REQUIREMENTS:** Upon execution of the agreement, the Contractor must submit a detailed submittal for all products to be supplied within 7 calendar days. The City will review and approve or return the submittal with comments within 3 calendar days. Upon approval of the submittal, the vendor shall immediately place the order for the materials. Time is of the essence for delivery of these materials in order to ensure the City meets the grant funding requirements for this project and the City will expedite all submittal review.

#### **7-09.1 Description**

Section 7-09.1 is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall also follow the requirements of Section 7-08 (General Pipe Installation Requirements) and section 7-12 (Valves for Sanitary Sewer Force Mains). The work includes installation of the 14" and 18" C905 PVC SDR 25 sanitary sewer force main, associated 6" PVC vent pipe (schedule 80 solvent weld) and other work as described in these Contract Documents.

#### **7-09.2 Materials**

Section 7-09.2 is supplemented with the following:

(\*\*\*\*\*)

Sanitary Sewer Force Main shall be Polyvinyl Chloride (PVC), shall conform to Section 9-30.1(5)A, and shall be C905 Pressure Class 165 psi (SDR 25), Ductile Iron Pipe Size.

The vent pipe shall be Schedule 80 solvent weld PVC, conform to Section 9-30.2(5)A, meet at a minimum the pressure rating of the sanitary sewer force main, and be ductile iron pipe sizes.

All ductile iron fittings (tee) for the sanitary sewer force main to vent pipe connections shall be provided and installed with a ceramic epoxy coating applied to all exposed interior surfaces unless otherwise specified on the Approved Drawings or approved by the Engineer. The ceramic epoxy coating shall be a high-build, multi-component Amine cured Novolac Epoxy Lining (Protecto 401 Ceramic Epoxy) or Approved Equal. The coating shall be smooth, even, and free of runs, sags, streaks, pinholes, holidays, and overspray, and shall be applied by a one-pass methodology.

The exterior of all buried ductile iron fittings shall receive a factory-applied standard bituminous coating.

All fittings and bends shall be constructed of ductile iron pipe and be connected with restrained joint fittings intended to connect mechanical joint to PVC pipes.

Restrained joint fittings for PVC to PVC restraint shall be ductile iron size bell restraint harness manufactured by EBAA Iron (Series 2800), or approved equal.

All mechanical joint fittings shall be rigidly restrained with MEGALUG or Romac fittings as manufactured by EBAA Iron, Romac Industries, or approved equivalent and shall be installed as shown in the Plans.

(\*\*\*\*\*)

## **7-12 VALVES FOR SANITARY SEWER FORCE MAINS**

### **7-12.1 Description**

Section 7-12.1 is supplemented with the following:

(\*\*\*\*\*)

Work shall also include gate valves and air/vacuum release valve assemblies as shown on the Plans and as specified.

### **7-12.2 Materials**

Section 7-12.2 is supplemented with the following:

(\*\*\*\*\*)

#### **Gate Valve (9-30.3(1))**

System valves and hot-tapped valves 2 inches to 18 inches shall be gate valves and shall be resilient wedge non-rising stem (NRS) with two internal O-ring stem seals. Gate valves shall be Mueller, M & H, or approved equal. Gate valves smaller than 2 inches shall be a U.S. Brass only and shall be manufactured by Mueller, Ford, McDonald, Jones, Jenkins, or equal.

All valves shall have a standard APWA cast iron sewer valve box set to grade with two-piece, extension type cast iron riser from valve. Valve box shall have a lug type cover, 8-inch top and 24-inch bottom. Valve box lids shall have the work "SEWER" cast in the upper surface.

If valves are not set in paved area, a 4-inch thick, 2-foot square concrete pad shall be set around each valve box at finished grade. In areas where valve box falls in road shoulder, the ditch and shoulder shall be graded before placing asphalt or concrete pad. The valve and valve box shall be set plumb with the valve box centered on the operator nut. Valve boxes shall be set flush in pavement or road shoulder. See City of Bremerton Standard Detail 6130,

Operating Valve Nut Extension: A valve stem extension shall be installed whenever the valve operating nut is more than 48 inches below finished grade. Extensions are to be a minimum of 12 inches with only one extension per valve. The operator nut extension shall extend into the top section of the valve box and shall clear the bottom of the lid by a minimum of 10 inches.

Valve Marker Post: Marker posts shall be 62-inch green carsonite style utility marker, JMI-375 or approved equal with custom decal per the City of Bremerton Standard Detail 6131.

## EXHIBIT B

### GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_, 20xx, by and between CITY OF BREMERTON UEI NO. HV84RG6NYNG4, whose location and mailing address is 345 6<sup>TH</sup> STREET, STE 100, BREMERTON, WA 98337 (hereinafter called "Assignor") and \_\_\_\_\_, \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter called "Assignee").

WHEREAS, Assignor and U.S. Department of Defense Office of Local Defense Community Cooperation are parties to that certain Award Agreement through the Defense Community Infrastructure Program using Contract No. CIP2166-24-01 dated on or about the date hereof whereby OLDCC has agreed to grant Assignor up to Seven Million, one-hundred forty five thousand and 00/100 Dollars (\$7,145,000.00) for construction costs in connection with utility infrastructure activities (the "Award Contract no. HQ0052410043");

WHEREAS, Assignor wishes to assign to Assignee and to have Assignee assume all of Assignor's rights and obligations under the award contract no. CIP2166-24-01, and Assignee is willing to assume all of said obligations of Assignor thereunder; and

These recitals herein are hereby incorporated into this Agreement and shall have the same force and effect as all other provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and \_\_\_\_\_ ("Vendor"), whose mailing address is: \_\_\_\_\_

The parties agree as follows:

- I. VENDOR SERVICES.** The Vendor shall provide the following goods and materials and/or perform the following services for the City as provided in Exhibit A.
- II. TIME OF COMPLETION.** Vendor shall complete the work and provide all goods, materials and services by August 8, 2025, except where otherwise noted. Vendor shall execute and provide a performance bond in the amount of 100% of contract value upon execution of this agreement as surety of performance as provided in Exhibit B.
- III. COMPENSATION.** The City shall pay the Vendor the total amount of \$\_\_\_\_\_, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services

on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

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

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

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

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing. Termination for convenience requires 90 days advance written notice and acceptance within 10 days of receipt of notice by the non-terminating party. Notwithstanding the foregoing, any termination for convenience for the third-party products listed on Exhibit A will be subject to the applicable Cisco terms.

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



from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided below:

- A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:
1. Immediately give a signed written notice of protest to the City;
  2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
    - a. The date of the Vendor's protest.
    - b. The nature and circumstances that caused the protest.
    - c. The provisions in this Agreement that support the protest.
    - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
    - e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.
  3. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- B. Vendor's Duty to Complete Protested Work. In spite of any protest, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- C. Vendor's Acceptance of Changes. The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

## **VII. CLAIMS.**

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

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

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

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

**IX. INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

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

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

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

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

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

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

- A. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to blanket contractual; products/completed operations/broad form property damage; and employer's liability.
- C. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate.
- D. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

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

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

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

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

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

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

## **XI. MISCELLANEOUS.**

- A. Licenses and Taxes. Vendor shall possess a current Bremerton Business License, and any regulatory license required to fulfill Vendor's obligations under this Agreement. B&O taxes shall be paid when due, and Vendor, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.
- B. Conflict and Precedence. In the event of a conflict between the contract documents, the document which rates higher on the following list shall take precedence:
  - 1. Amendments / Change Orders to Goods and Services Agreement
  - 2. Goods and Services Agreement and exhibits
  - 3. Specifications
  - 4. Terms and Conditions
  - 5. Vendor's Proposal
- C. Documents Incorporated by Reference. The following documents are incorporated by reference, including but not limited to:
  - 1. Terms and Conditions,
  - 2. Specifications,
  - 3. Proposal, and
  - 4. Non-Collusion Affidavit.
- D. Use of Photographs and Images. Vendor shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Vendor or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.
- E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.
- F. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.
- G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.
- H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of

Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

- I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.
- K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.
- L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

CITY:

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

Notices to be sent to:

VENDOR:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.
- N. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.
- O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.
- P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for

certification. Should Vendor enter into a covered transaction with another firm, Vendor agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

Q. Compliance with Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), Vendors agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

R. Compliance with Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors and subcontractors party to this award agreement, certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

S. General Procurement Standards 2 CFR Part 200.318-327, and appendix II. Further the parties agree to the addition of the following as required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to



laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

\$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy procurement of recovered materials identified in the EPA guidelines. Notice of federal awarding agency requirements and regulations pertaining to reporting. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

11) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

12) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

15) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115- 232 (2018).

16) The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

17) All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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

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

CITY:

VENDOR:

CITY OF BREMERTON

\_\_\_\_\_

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

ATTEST:

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

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

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

EXHIBIT B: PERFORMANCE BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS; That we, \_\_\_\_\_as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and legally doing business in the State of Washington, as Surety, are held and firmly bound and obligated unto the State of Washington, in the full and just sum of: \_\_\_\_\_ plus State Sales Tax, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is executed in pursuance of *Chapter 39.08, Revised Code of Washington*.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal entered into a certain contract with the City of Bremerton for the project listed below:

Pre-Purchase of Materials for the Central Bremerton Force Main Replacement Project

NOW THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

PROVIDED, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_.

Countersigned:

\_\_\_\_\_  
Principal

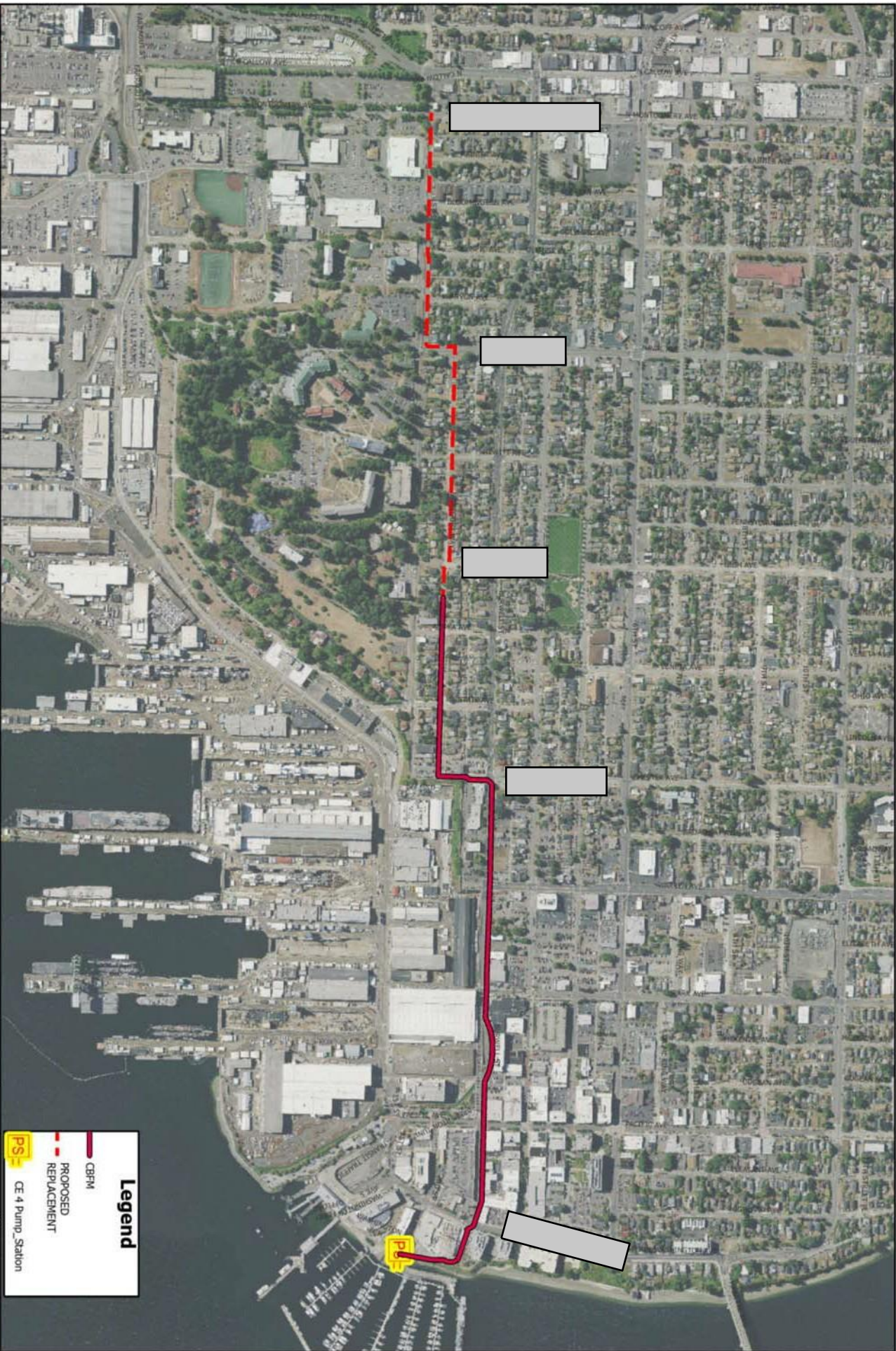
\_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

By \_\_\_\_\_

\_\_\_\_\_  
Surety





**Legend**

- CBFM
- PROPOSED REPLACEMENT
- PS-4 CE 4 Pump Station



**CITY OF BREMERTON**  
DEPARTMENT OF PUBLIC WORKS & UTILITIES  
ENGINEERING DIVISION

**CENTRAL BREMERTON FORCED MAIN REPLACEMENT**

Project Location Map

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

0 500 1,000 Feet

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A5**

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**SUBJECT:**

Interlocal Contract with Houston-Galveston  
Area Council (HGAC) Buy for Cooperative  
Purchasing

Study Session Date: March 26, 2025

COUNCIL MEETING Date: April 2, 2025

Department: Finance

Presenter: Melinda Monroe

Phone: (360) 473-5306

**SUMMARY:** The City of Bremerton would like to utilize the cooperative purchasing services offered by the Houston-Galveston Area Council

**ATTACHMENTS:** Interlocal Contract for Cooperative Purchasing with HGAC Buy

**FISCAL IMPACTS (Include Budgeted Amount):** n/a

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

**RECOMMENDED MOTION:**

Move to approve the Interlocal Contract with HGAC Buy 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





## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

### W I T N E S S E T H

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_, and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)



#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

#### **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory

\*  
\_\_\_\_\_  
Date

#### ***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

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

*\*Denotes required fields*

## END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to **713-993-2424**. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract) Ph No. \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. ) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Public Works Director/Police Chief etc.) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(EMS Director/Fire Chief etc. ) Ph No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_  
(Street Address/P.O. Box) E-Mail Address: \_\_\_\_\_

(City) (State) (ZIP Code)

\* denotes required fields

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A6**

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**SUBJECT:**

Services Agreement with Novoa Global, Inc.  
for Automated Traffic Safety Programs

Study Session Date: March 26, 2025

COUNCIL MEETING Date: April 2, 2025

Department: Finance

Presenter: Melinda Monroe

Phone: (360) 473-5306

**SUMMARY:** The City would like to enter into contract with Novoa Global, Inc. for automated traffic safety systems at signalized intersections and school zones via the 2022 City of Everett Automated Traffic Safety Camera Program RFP 022-02.

**ATTACHMENTS:** 1. Council Summary; 2. Agreement

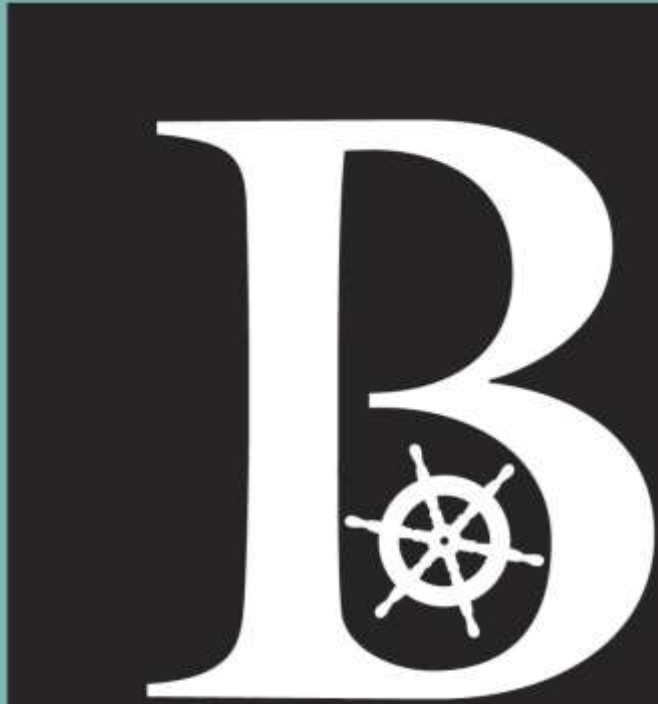
**FISCAL IMPACTS (Include Budgeted Amount):** N/A the contract is cost neutral and allows for equipment upgrades and current location analysis at current program costs.

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

**RECOMMENDED MOTION:**

Move to approve Services Agreement with Novoa Global, Inc 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 OF  
BREMERTON



## Automated Traffic Safety System 2025 Update

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# TRAFFIC SAFETY SYSTEMS

## Background

- Bremerton currently has nine (9) Automated Traffic Enforcement Cameras for the purpose of intersection safety which were installed to 2008.
- In October 2021, the City passed Ord. 5426 requiring that funds in excess of operational costs is deposited to the Transportation Capital fund.
- In May 2022, the City of Bremerton issued a RFI in order to research the current market conditions. The outcome of the 2022 RFI was to renew the current agreement with Redflex Traffic Systems.
- In June 2024 there was a complete legislative update to RCW 46.63.170 resulting in a new RCW 46.63.220. These RCW changes allow for 50% reductions in fines if the violator qualifies and the use of Park safety zones.



# Best outcome

- The City would like to upgrade our systems and perform location analysis. By utilizing a local purchase cooperative RFP we will be able to maintain our current program pricing and meet these objectives.
- Both this contract and updates to the RCW allow for the future installation in school and park zones.

# Thank you!





**SERVICES AGREEMENT  
BETWEEN THE CITY OF BREMERTON, WASHINGTON AND  
NOVOAGLOBAL, INC. FOR  
AUTOMATED TRAFFIC SAFETY PROGRAM**

This **AGREEMENT** (the “**Agreement**”) dated for reference purposes \_\_\_\_\_, 2025, by and between NovoaGlobal, Inc, a Delaware corporation having a place of business at 8018 Sunport Drive, Suite 203, Orlando, Florida 32809 (“**NG**”), and the City of Bremerton, a municipal corporation of the State of Washington, having an address at 345 6<sup>th</sup> Street, STE 100, Bremerton, WA 98337 (the “**Customer**” and together with NG, the “**Parties**” and each singularly a “**Party**”).

**RECITALS**

**WHEREAS**, pursuant to Chapter 10.42 of the Bremerton Municipal Code (BMC) as amended, the Customer may implement an automated traffic safety program; and

**WHEREAS**, the City of Everett conducted a Request for Proposals (RFP # 2022-022) incorporating references to RCW 39.34 for an automated traffic safety camera system and, from that process, selected NG; and

**WHEREAS**, the City of Bremerton and the City of Everett entered into an Interlocal Purchasing Cooperative agreement dated, March 20<sup>th</sup>, 2001, and per the allowance in RCW 39.34 and BMC 2.76.040(f) the City of Bremerton utilizes the right to purchase from Novoa Global, Inc per RFP # 2022-022; and

**WHEREAS**, NG has the knowledge, possession, and ownership of certain equipment, licenses and processes, referred to collectively as the NG Safety System (the “**System(s)**”); and

**WHEREAS**, the Customer desires to use the Systems to monitor and enforce speed, red light violations, and other violations in accordance with applicable laws and ordinances; and

**WHEREAS**, the Parties desire to enter into this Agreement, whereby NG will (i) install and assist the Customer in the administration and operation of the Systems, as described in more detail on **Exhibit A** to this Agreement at locations within the Customer’s jurisdiction, and provide to the Customer the services (the “**Services**”), all as more fully described on **Exhibit A**, and (ii) in connection with the Services, license certain software and lease certain equipment to the Customer.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. RECITALS AND EXHIBITS.** The foregoing recitals are true and correct and are hereby incorporated. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated into this Agreement.

## 2. SERVICES

2.1 NG agrees to use commercially reasonable efforts to install and provide to the Customer for the Term the Systems (the “**Equipment**”) and software (the “**Software**”) to be supplied and installed by NG in accordance with *Exhibit A* (including the provision of all construction drawings, permit applications and other documents required by applicable law for the installation and operation of the System(s)). In addition, if and to the extent set forth in *Exhibits A, B, C, and D*, NG shall also supply to the Customer:

2.1.1. citation preparation processes that assist the Customer in complying with current applicable law;

2.1.2. training of personnel designated by the Customer involved with the operation of the Systems and/or the enforcement and disposition of citations;

2.1.3. expert witness testimony regarding the operation and functionality of the System; and

2.1.4. other support services for the System as set forth in *Exhibit A*.

2.2. If and to the extent the Customer has or obtains during the Term custody, possession or control over any of the Equipment or Software, the Customer agrees:

2.2.1. such Software, if manufactured or licensed by NG, is supplied under the license set forth in *Exhibit B* (the “**License**”) to which the Customer agrees;

2.2.2. such Software, if manufactured by third parties, is supplied under third-party licenses accompanying the Software, which licenses the Customer acknowledges receiving and to which it hereby agrees; and

2.2.3. such Equipment is supplied under the lease terms set forth in *Exhibit C* (the “**Lease**”) to which the Customer hereby agrees.

2.3. The Customer understands and agrees that (i) NG may, subject to the prior approval of the Customer, which approval shall not be unreasonably delayed, conditioned or withheld, subcontract with third parties for the provision or installation of part or parts of the Systems or Services and (ii) installation of the Systems requires the Customer’s cooperation and compliance with NG’s reasonable instructions (including but not limited to Customer’s provision of the personnel, equipment, engineering plans, and other resources as described in *Exhibit A* or as otherwise reasonably requested by NG) and reasonable access by NG (or such third parties) to Customer premises and systems and the Customer agrees to provide all of the foregoing to NG.

2.4. The Customer understands and agrees that the Systems will be owned by NG (or its designees). The Customer shall use its best efforts to assist NG to identify any third-party who is responsible for damage to the Systems or any part thereof. NG shall coordinate its work with the Customer’s public works, police, and engineering

departments and, as necessary or required, with the Washington State Department of Transportation.

### 3. TERM

- 3.1. The effective date of this Agreement shall be the date first written above (the “**Effective Date**”). The initial term (the “**Initial Term**”) of this Agreement, the License, and the Lease shall begin upon the Effective Date, following full execution of the Agreement by the Parties, and shall continue until the fifth (5th) anniversary of the Installation Date.
- 3.2. The Customer shall have the option to extend this Agreement, the License and the Lease for one (1) additional five (5) year term (the “**Renewal Term**”), on the same terms and conditions specified herein, except that the amounts due pursuant to Section 5 hereof shall be adjusted upon NG’s written request in accordance with the change in the Consumer Price Index –for the Seattle-Tacoma-Bremerton area (“**CPI**”) by multiplying such amounts by the percentage change in the CPI from the beginning of the immediately preceding Term to the end of the immediately preceding Term. (The Renewal Term, if any, together with the Initial Term, becomes the “**Term**”).
- 3.3. The “**Installation Date**” shall be the latest date that a System becomes installed and operational at any of the originally selected locations described in Sections 1.A or 1.B of Exhibit A.

### 4. TERMINATION AND EXPIRATION

- 4.1. This Agreement may be terminated by mutual written consent of the Parties with 90 days advance written notice.
- 4.2. This Agreement may be terminated for cause by either Party if the other Party fails in any material way to perform its obligations under the Agreement or otherwise defaults in the performance of any obligation under this Agreement and such failure or default continues for more than forty-five (45) days after written notice thereof to the defaulting Party.
- 4.3. NG may terminate this Agreement, without liability, on thirty (30) days advance written notice if NG concludes in its reasonable discretion that (i) potential or actual liability of NG to third parties (other than persons claiming to own Intellectual Property required for the operation of the System) arising out of or in connection with the System makes the program impractical, uneconomical or impossible to continue.
- 4.4. The Customer may terminate this Agreement on thirty (30) days advance written notice if the Customer concludes in its reasonable discretion that (i) potential or actual liability of the Customer to third parties arising out of or in connection with the System makes the program impractical, uneconomical, legally contested or impossible to continue; and/or (ii) the Systems cannot be installed. Violation of the Customer’s ethics code would constitute cause to terminate this agreement.

- 4.5. Upon termination or expiration of this Agreement, either for default or because it has reached the end of its Term or otherwise, the Parties recognize that the Customer will have to process violations in the “pipeline” and that NG accordingly must assist the Customer in this accord. Accordingly, the Parties shall take the following actions during the wind-down period, and shall have the following obligations, which obligations shall survive termination or expiration of the Agreement:
- 4.6. The Customer shall cease using the Software and Equipment in its possession, custody or control and shall (a) immediately allow NG a reasonable opportunity to remove such Equipment not to exceed sixty (60) days and (b) subject to applicable law (i) immediately deliver to NG or irretrievably destroy, or cause to be so delivered or destroyed, any and all copies of such Software in whatever form and any written or other materials relating to such Software in the Customer’s possession, custody or control and within thirty (30) days deliver to NG a certification thereof or (ii) allow NG access to the System(s) on which such Software is loaded and permission to NG to remove such Software and documentation.
- 4.7. Unless directed by the Customer not to do so, NG shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to reasonable fees specified in the Agreement as if the Agreement were still in effect.
- 4.8. Notwithstanding anything to the contrary contained herein, or in the License or the Lease, but except as provided in Section 21, the License and the Lease shall terminate upon the termination or expiration of this Agreement.

## 5. FEES AND PAYMENT

The Customer agrees to pay NG a monthly fee as follows (the “**Monthly Fees**”):

- 5.1. Monthly Fees (pro-rated for any partial month) as described in Exhibit D (Compensation & Pricing) in arrears with respect to each installed and operational System. Such payment shall commence on the first business day of the month following the Commencement of Operations of each System and shall, so long as such System remains installed and operational, continue on the first business day of each month for the Term or until this Agreement is sooner terminated or such payment is modified in accordance with Section 3.2. For purposes of this Agreement, “**Commencement of Operations**” shall mean the first full day that the System captures events for processing and issuance of notices of violation.
- 5.2. The Customer, being a municipal corporation, shall pay sales tax in accordance with WAC 458-20-189. Accordingly, NG shall add sales tax to the invoices provided to the Customer in compliance with Washington state law.
- 5.3. In the event that the United States Postal Service increases applicable First-Class Mail and/or Certified Mail postage, NG may invoice the Customer for the increased postage actually paid by NG in connection with this Agreement. For example, if

First Class Mail postage were increased by \$0.02, and NG mailed 1,000 notices, NG would invoice the Customer \$20.00. First-class postage as of the date of this Agreement is already included in the Monthly Fees.

- 5.4.** Payment of all fees and other charges owed pursuant to this Agreement is due as set forth above, and, to the extent invoice is required, within thirty (30) days after receipt of the invoice. Invoices will be sent to the Customer at: [accounts payable@bremertonwa.gov](mailto:accounts payable@bremertonwa.gov) and [contracts@ci.bremerton.wa.us](mailto:contracts@ci.bremerton.wa.us).
- 5.5.** Cost Neutrality. Notwithstanding the Fixed Fee provisions provided herein, NG assures the Customer that the programs provided hereby shall be cost neutral to the Customer. The maximum compensation that Customer shall be obligated to pay to NG each month is the Fixed Fee, or the gross receipts received by the Customer, whichever is the less. The Customer agrees to pay NG within thirty (30) days after the invoice is received. Customer shall be obligated to pay the cumulative balance invoiced by NG, in accordance with standard terms, to the extent of gross receipts to the Customer from automated infractions. In the event that a balance remains unpaid due to a deficit in gross receipts compared to invoiced amounts, Customer will provide to NG with each monthly payment, an accounting of such gross receipts supporting the amount withheld.

## **6. RESPONSIBILITIES OF THE CUSTOMER**

- 6.1.** The Customer shall provide NG with any “as built” drawings in electronic format (AutoCad) that are available at no cost to the Customer and shall consider for approval NG’ engineering drawings without unusual or unreasonable cost or delay.
- 6.2.** The Customer shall not levy any fees or, if Customer’s municipal code requires the assessment of fees, it shall be limited to permit fees as required by the Customer’s Municipal code.
- 6.3.** The Customer shall prosecute citations in court at its sole discretion. Customer’s prosecution of citations is at its own expense. NG shall, at its own expense, participate in any proceeding challenging the use of the System or validity of its results and/or use of the U.S. Mails to deliver the citation.
- 6.4.** The Customer will cooperate with NG in obtaining electrical connections at the roadside and NG shall pay all costs associated with such connection and shall pay for all power required by the System. To allow for proper operation of the System, when known to the Customer, the Customer shall provide NG with advance written notice of any modifications by Customer proposed to intersections or roadways, including traffic signal operations, after installation of a System. The Customer will maintain the landscaping and vegetation surrounding the systems. In the event any such intersection or roadway modification requires a material change to the System, the Customer shall pay the costs reasonably incurred by NG to adapt the affected video monitoring system(s) or fixed speed enforcement unit(s) to make such video monitoring system(s) or fixed speed enforcement unit(s) compatible therewith. Notwithstanding the above, NG makes no guarantee that it will be able to make any

such adaptation. In the event that NG is unable to adapt the affected System, then both parties shall be relieved of any further obligations under this Agreement with respect only to the affected System. In addition, NG does not, and will not, make recommendations or otherwise manage the configuration or operation of the intersection traffic light system.

- 6.5.** During the Term, except as expressly permitted by this Agreement the Customer shall not use the System, or allow the System's use by a third party, without the prior written permission of NG.

## **7. LIMITED WARRANTY AND LIMITATION ON DAMAGES**

- 7.1.** NG warrants that the System's functionality will conform in all material respects to the description of the System set forth in Exhibit A.

- 7.2.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NG HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THE CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES HAVE BEEN MADE TO MUNICIPALITY BY OR ON BEHALF OF NG OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

- 7.3.** The Customer acknowledges and agrees that:

**7.3.1.** The Systems may not detect every violation;

**7.3.2.** Since the System may flag as a violation, conduct that is, in fact, not a violation, the output of the System will require review, analysis, and approval by personnel appropriately qualified and authorized by the Customer under applicable law prior to the issuance of any citation;

**7.3.3.** The System has no control over and relies on the proper functioning of equipment for signal light changes, which equipment is provided by entities other than NG;

**7.3.4.** The proper functioning of the System requires the Customer's full and complete compliance with the System's operating instructions, which it hereby agrees to do; and

**7.3.5.** NG shall not be responsible for the configuration, and/or operation of any intersection traffic light systems and NG shall have no liability or obligations with respect thereto.

## **8. INDEMNIFICATION AND INSURANCE**

- 8.1.** NG shall at all times comply with all federal, state, and local laws, ordinances (including without limitation RCW 46.63.220), and regulations and shall comply with the maintenance procedures and manufacturer's recommendations for the operation of the Systems which affect this Agreement, and shall indemnify and save harmless the Customer against any claims, arising from NG' violation of any such laws, ordinances or regulations or any claims arising from NG' performance of this Agreement, including as a result of the negligence or willful misconduct of NG, its officers and directors, agents, attorneys, and employees, but excluding to the extent as a result of the negligence or willful misconduct of any employees or agents of Customer.
- 8.2.** NG agrees to indemnify, defend, and hold harmless the Customer from any claim of damages (including the payment of reasonable attorneys' fees) by a third party to the extent arising from either (a) a finding that the System infringes any validly issued United States patent or (b) NG' negligence or breach of this Agreement, provided that such claim of damages is not attributable to (i) any act or omission set forth in Section 8.3 or (ii) any third-party software or other third-party products used with, required for use of, or supplied under their own names with or as part of the System. If, as a final result of any litigation of which NG is obligated to indemnify, the use of the System by the Customer is prevented, in whole or in part, by an injunction, NG's sole obligation to the Customer as a result of such injunction shall be, at NG's option, either to (i) replace such part as has been enjoined, or (ii) procure a license for NG or the Customer to use same, or (iii) remove same and terminate this Agreement at no additional cost to the Customer.
- 8.3.** Notwithstanding anything in this Agreement to the contrary, NG assumes no obligation or liability for any claim of damages (including the payment of reasonable attorneys' fees) by a third party to the extent arising from or related to
- 8.4.** (i) any modification of the System made by the Customer, (ii) the negligence or intentional act of the Customer, (iii) the failure to function properly of any hardware, software or equipment of any kind used by, in or on behalf of the Customer (other than that supplied by NG), (iv) the review and analysis of the System data output by the Customer personnel for citation preparation, or (v) the Customer's use and/or administration of any traffic signal.
- 8.5.** The rights of the Customer to seek indemnification under this Section 8 shall be conditioned upon (i) the Customer notifying NG promptly upon receipt of the claim or action for which indemnification is sought and (ii) the Customer's reasonable cooperation with NG in the settlement or defense of such claim or action at no cost to the Customer. The Customer agrees not to charge NG for the time of the Customer's personnel engaged in such cooperation. Such cooperation shall include, but not be limited to, the Customer providing access for, and permission to, NG for the purpose of the replacement of such part or parts of Systems as NG may deem necessary or desirable. The Customer may participate in the defense of any



indemnified matter through counsel of its own choice and at its own expense, provided that NG shall remain in and responsible for control of the matter. This Section 8 states the entire liability and obligation and the exclusive remedy of the Customer with respect to any actions or claims of alleged infringement relating to or arising out of the subject matter of this Agreement.

**8.6.** NG shall maintain the following minimum scope and limits of insurance:

**8.6.1.** Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$2,000,000 per occurrence, with a general aggregate limit of \$4 million. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured for liability arising from Contractor's operation.

**8.6.2.** Workers Compensation as required by applicable state law; and

**8.6.3.** Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by NG with a minimum \$2,000,000 per occurrence combined single limit bodily injury and property damage. The Customer shall be named as additional insured on the comprehensive general liability policies provided by NG under this Agreement. NG shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured.

**8.7.** Certificates showing NG is carrying the above-described insurance and endorsements evidencing the additional insured status specified above shall be furnished to the Customer within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. NG shall forthwith obtain substitute insurance in the event of a cancellation.

**8.8.** All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Washington reasonably acceptable to Customer and shall name as additional insured the Customer. NG will furnish the Customer with Certificates of Insurance and applicable endorsements for all such policies promptly upon receipt of them. NG may effect for its own account insurance not required under this Agreement.

**8.9.** 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.

- 8.10.** 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.

## **9. CHANGE ORDERS OR ADDITIONAL SERVICES.**

Changes to Services and additional Systems may be added to this Agreement by mutual consent of the Parties in writing as an addendum to this Agreement. The Customer and NG agree that should state legislation or local ordinance be enacted to enable new photo enforcement solutions within the Customer's jurisdiction, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services.

- 9.1.** The Customer will appoint a project manager, who will have oversight of the installation and implementation of the NG systems. The project manager has the authority to make daily operational management decisions. Only the Mayor of the City of Bremerton has the authority to authorize additional Systems exceeding the original Agreement, change orders, request additional services, and extensions.

## **10. CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLIC RECORDS LAW COMPLIANCE.**

- 10.1.** The Parties agree that they shall comply with the public records disclosure provisions of the Revised Code of Washington, Chapter 42.56, Public Records Act and RCW 46.63.220.

**10.1.1.** NG agrees that: All information obtained by NG through operation of the Systems shall be made available to the Customer at any time during NG's normal business hours, excluding Proprietary Information not reasonably necessary for the prosecution of citations or fulfillment of the Customer's obligations under this Agreement.

**10.1.2.** It shall not use any information acquired from the performance of the Services contemplated in this Agreement, including, without limitation,

information with respect to any violations, violators, information obtained from recorded images, or information concerning the Customer's law enforcement safety activities for any purpose other than for the benefit of the Customer.

- 10.1.3.** No information given by NG to the Customer will be of a confidential nature, unless (a) specifically designated in boldface writing as "Proprietary Information" in the cover email or letter conveying such information and (b) expressly exempt from public records disclosures required by the Revised Code of Washington, Chapter 42.56, Public Records Act.
- 10.1.4.** As used in this Agreement, the term "Proprietary Information" shall only mean all trade secrets or confidential or proprietary information designated as such by NG in accordance with 10.2.3 above, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by NG to the Customer. However, regardless of any designation, NG' Proprietary Information never includes this Agreement, change orders, sales orders or similar documents.
- 10.1.5.** The Customer shall use the Proprietary Information only for the purpose of fulfilling its duties hereunder (the "**Purpose**"), and such Proprietary Information shall not be used for any other purpose without the prior written consent of NG. Except as provided herein or under applicable law, "Purpose" shall be deemed not to include any disclosure of the Proprietary Information to any person or entity. Except as provided herein or under applicable law, the Customer shall hold in confidence and shall not disclose to any person or entity any Proprietary Information nor exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of NG.
- 10.1.6.** Notwithstanding anything contained in this Agreement to the contrary, (1) this Agreement shall not prohibit the Customer from disclosing Proprietary Information to the extent required in order for the Customer to comply with applicable laws and regulations (including without limitation the Washington Public Records Act) or (2) this Agreement shall not require Customer to advocate in any forum that any Proprietary Information is not subject to disclosure under the Public Records Act. Customer will provide reasonable prior written notice of disclosure to NG, in which case NG may apply to the Kitsap County Superior to enjoin such disclosure.

## **11. INDEPENDENT CONTRACTOR; NO AGENCY.**

- 11.1.** It is understood that NG is an independent contractor and not an agent or employee of the Customer for any purpose including, but not limited to, federal tax and other state and federal law purposes. NG assumes responsibility for payment of all

federal, state, and local taxes imposed or required of NG under unemployment insurance, Social Security, and income tax laws. NG shall be solely responsible for any worker's compensation insurance required by law and shall provide the Customer with proof of insurance upon demand. The parties agree that the Customer shall not:

**11.1.1.** Pay dues, licenses or membership fees for NG;

**11.1.2.** Require attendance by NG, except as otherwise specified herein;

**11.1.3.** Control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or

**11.1.4.** Restrict or prevent NG from working for any other party.

**11.2.** Neither Party has the right or the power to enter into any contract or commitment on behalf of the other Party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party, or executing contracts binding upon the other Party.

**11.3.** NG is an independent contractor providing services to the Customer, and the employees, agents, and servants of NG shall in no event be considered to be the employees, agents, or servants of the Customer. Except as expressly provided herein, this Agreement is not intended to create an agency relationship between NG and the Customer.

## **12. NOTICES.**

**12.1.** Any notices or demands which under the terms of this Agreement or under any statute must or may be given or made by NG or the Customer shall be in writing and shall be given or made by personal service, first class mail, FedEx, or by certified or registered mail to the Parties at the address specified in the preamble to this Agreement.

**12.2.** Except as otherwise specified, all notices, payments, and reports hereunder shall be deemed given and in effect as of the date of mailing or transmission, as the case may be, when sent by next-day delivery or courier service, postage pre-paid, or three (3) days after the date of mailing when sent by first class mail, postage prepaid, addressed in all such cases to the Parties as set forth in the preamble to this Agreement directed in each case to the President of NG at the address in the preamble or the Project Manager of the Customer at the address in the preamble, or to such other addresses as the Parties may from time to time give written notice of as herein provided.

**13. ASSIGNMENT.** Except as specifically provided in this Agreement, neither Party may assign or delegate performance of its obligations under this Agreement without prior express written consent of the other Party, except that NG may assign or otherwise encumber this Agreement, the License, and the Lease for the purpose of obtaining financing; provided,

however, that this Agreement may be assigned to any Person that acquires all or substantially all of NG' assets in one transaction.

**14. AMENDMENT AND MODIFICATION.** This Agreement may be modified or amended from time to time by the Parties, provided, however, that no modification or amendment hereto shall be effective unless it is stated in writing, specifically refers to this Agreement, and is executed on behalf of the Party against whom enforcement of such modification or amendment is sought. Any amendment or modification of this Agreement must be signed by the Mayor of the City of Bremerton in order to bind the Customer.

**15. NON-WAIVER.** The failure of either Party to require performance of any provision of this Agreement shall not affect the right to subsequently require the performance of such provision or any other provision of this Agreement. The waiver of either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach of that provision or any subsequent breach of any other provision of this Agreement.

**16. FORCE MAJEURE.** Neither Party shall be liable to the other for failure or delay in meeting any obligations hereunder which arises in whole or in part from causes which are unforeseen by, or beyond the control of, such Party, including without limitation, acts of God or of a public enemy, acts of terrorism, acts of the Government (other than the Customer in the case of the Customer) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, acts or omissions of

(i) non-subcontractor third-parties and (ii) third party equipment, telecommunications and software suppliers, and unusually severe weather. When any such circumstance(s) exist, NG shall have the right, in its sole discretion, to allocate its available production, deliveries, services, supplies, and other resources among any and all buyers (whether or not including the Customer), as well as among departments and affiliates of NG, without any liability to the Customer.

**17. DISPUTE RESOLUTION AND REMEDIES.**

**17.1.** All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the Customer's appointed Manager and the President of NG, followed, if necessary, within thirty (30) calendar days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party and must be a mediator in the State of Washington. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

**17.2.** [Not Used]

**18. GOVERNING LAW; JURISDICTION; VENUE.** The parties agree that this Agreement is consummated, entered into, and delivered in Kitsap County, Washington. Notwithstanding conflicts of laws provisions, this Agreement has been and is to be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Washington. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, solely and exclusively in a State court of competent jurisdiction located in Kitsap County, Washington. The parties waive any and all rights to have this action brought in any place other than ~~Seaholm~~ Kitsap County, Washington, under applicable venue laws. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other those stated herein. The Parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum.

**19. [NOT USED]**

**20. GENERAL AND MISCELLANEOUS.**

- 20.1.** Time shall be of the essence of this Agreement.
- 20.2.** Execution and delivery of this Agreement by a Party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, execution and/or transmittal by Adobe Sign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format.
- 20.3.** Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.
- 20.4.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a member of judicial construction, be construed more severely against one of the parties than the other.
- 20.5.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.
- 20.6.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement from and after the Effective Date.
- 20.7.** Each Party to this Agreement agrees to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the Customer, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.
- 20.8.** Except as set forth in this Agreement and the Exhibits hereto, no representation, statement, understanding or agreement, whether written or oral, has been made and there has been no reliance on anything done, said or any assumption in law or fact

with respect to this Agreement for the duration, termination or renewal of this Agreement other than as expressly set forth in this Agreement and there has been no reliance upon anything so done or said that in any way tends to change or modify the terms or subject matter of this Agreement or to prevent this Agreement from becoming effective.

**20.9.** This Agreement supersedes any agreements and understandings, whether written or oral, entered into by the Parties hereto prior to the Effective Date of this Agreement.

**21. SURVIVABILITY.** Termination or expiration of this Agreement shall not relieve either Party of their respective obligations, which either are (a) expressly noted to survive termination or expiration or (b) under the following sections which shall survive termination and expiration: Sections 4.5, 5, 7.2, 7.3, 8, 10, 17, 18, 19, 20, and this Section 21. Sections 4, 7, and 8 (but only to the extent Section 8 corresponds to Sections of the Agreement which survive) of the License and Sections 3, 4, 5, 6, and 7 (but only to the extent Section 7 corresponds to Sections of the Agreement which survive) of the Lease shall survive any expiration or termination of this Agreement, the License or the Lease.

**22. INTERPRETATION/SEVERABILITY.** This Agreement is intended to be fully consistent with RCW 46.63.220 regarding automated traffic safety cameras and other state laws as may be amended. In the event that any ambiguity in this Agreement exists, such ambiguity will always be interpreted so that this Agreement will be consistent with state law. The parties further acknowledge RCW 46.63.220 is often amended by the Washington State Legislature. If any provision of this Agreement is or becomes inconsistent with state law at any time, the parties will meet and confer to negotiate an amendment to this Agreement that removes the inconsistency. If such negotiation fails, then either Party may terminate this Agreement effective upon 30 days prior written notice to the other Party.

Each party acknowledges that it has read this Agreement and understands the terms and conditions herein. Further, the parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

SIGNATURES ON NEXT PAGE



NOVOA GLOBAL, INC.

THE CITY OF BREMERTON

Print Name: Carlos Lofstedt  
Title: CEO

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Notices to be sent to:

Notices to be sent to:

NOVOAGLOBAL:  
Carlos Lofstedt  
8018 Sunport Dr, STE 203  
Orlando, FL 32809  
305 812 2257

CITY OF BREMERTON:  
345 6th Street, Suite 100  
Bremerton, WA 98337  
(360) 473-5306

APPROVED AS TO FORM:

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

ATTEST:

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

## **EXHIBIT A SERVICES**

NG shall provide the Customer with the Systems. In connection with furnishing the Systems, NG shall provide the following, each of which is more fully described below:

1. SITE INSTALLATION PLANNING; DESIGN AND EQUIPMENT INSTALLATION
2. TRAINING AND SUPPORT
3. CITATION PREPARATION AND PROCESSING SERVICES
4. MAINTENANCE
5. PUBLIC EDUCATION CAMPAIGN
6. EXPERT WITNESS TESTIMONY AND COURT TRAINING
7. REPORTING

### **1. SITE INSTALLATION PLANNING, DESIGN AND EQUIPMENT INSTALLATION**

#### ***1.1. The Systems.***

- 1.1.1. NG will initially install up to eleven (11) Systems (which shall remain property of NG), monitoring such locations as the Customer and NG shall mutually agree. Up to ten (10) additional Systems may be added at the option of the Customer with NG's consent. None of the quantities mentioned under this paragraph shall be interpreted as mandatory quantities. The actual quantities to be installed can only be approved by the City. The installation of any system will require the written approval of the City Traffic Engineer or designee. Each System shall comprise equipment capable of monitoring violations at a single approach to an intersection for up to five lanes of traffic. NG will install new Systems upon mutual agreement of the Parties. School zone fixed speed enforcement systems will conduct enforcement while beacon systems are in an activated state within the identified school zone. NG will ensure School zone fixed speed enforcement systems are integrated with Customer's Public Works school zone flashing beacons.
- 1.1.2. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate. The image must not display the face of the driver or of passengers in accordance with RCW 46.63.220.
- 1.1.3. The Systems shall include all equipment located at each intersection, telecommunications equipment, and Software and shall have the capability of transferring images from the roadside in accordance with RCW 46.63.220 to be accessed at the Customer's processing facility.
- 1.1.4.
- 1.1.5. Substitution, Relocation, or Addition of a Site Prior to Installation. If NG or the Customer reasonably determines that one or more Sites selected for installation of a System is not for any reason appropriate for the System (and such determination is made at least fifteen (15) days prior to the commencement of installation of the System at any such intersection), then alternate intersection(s)

may be substituted by written consent of the Parties.

- 1.1.6. Timeframe for Installation of the System. NG shall install and activate the Systems in accordance with an Implementation Plan to be mutually agreed to by NG and the Customer, which installation shall, at minimum, conclude within sixty (60) days after all necessary permits and approvals are received by NG. NG shall use reasonable commercial efforts to install the System in accordance with the schedule set forth in the Implementation Plan. The Customer agrees that the estimated dates of installation and activation of the System set forth in the Implementation Plan are subject to delay based on conditions beyond the control of NG and are not guaranteed.
- 1.1.7. Installation/Ownership of the System. NG shall procure, install and provide support of Equipment at each of the agreed-upon locations. As between NG and the Customer, all components for the System will remain the property of NG. If existing poles are used they will remain the property of the Customer.

## 1.2. Installation

- 1.2.1. NG shall submit plans and specifications to the Customer for review and approval, which review and approval will not be unreasonably withheld, delayed, or conditioned. NG shall provide at least three sets of drawings of the wiring for the System circuitry.
  - 1.2.2. All cameras and other equipment shall be enclosed in lockable, weather and vandal-resistant housing. All wiring shall be internal to equipment (not exposed) and, if commercially reasonable and if capacity exists, underground in existing traffic signal conduits, except where required to directly interface with the traffic signals and electrical service. Separate conduits or overhead wiring may be used by NG if existing conduit(s) are at capacity. If existing conduits are used, the Customer will not unreasonably withhold, delay or condition consent to such use.
  - 1.2.3. NG will not enter Customers Traffic Signal Control Boxes without permission and/or authorization of the Customer's Traffic Engineering/Public Works. The provision, installation, and maintenance of all necessary electronic system communication equipment will be the sole responsibility of NG.
  - 1.2.4. The System may be mounted on or utilize support of existing traffic signal poles, arms or other intersection structures where possible, subject to Customer review and approval, such review and approval not to be unreasonably withheld, delayed or conditioned.
  - 1.2.5. The System poles, foundations, signs, and new infrastructure, as required, shall conform to applicable law.
- 1.3. Restoration of Intersections. Upon termination or expiration of the Agreement, NG shall remove the System and restore the affected public facilities within 90 days of effective date of termination per Section 4 of this agreement, including returning the intersections to their original condition; provided, however, that NG shall not be required to remove any conduit, in-ground fixture, underground wiring or other infrastructure that will require

excavation or demolition. All costs incurred by NG thereby will be the responsibility of NG.

14. Compliance with Law. NG shall design and install the System in compliance with all currently existing federal, state and local laws and regulations, including without limitation RCW 46.63.220. NG covenants and agrees that its Systems shall, at all times, comply with all applicable laws, regulations, rules and orders (“**Legal Requirements**”). NG shall continuously monitor the status of such Legal Requirements to ensure continuous compliance. In the event of any change in the Legal Requirements, NG shall modify or replace (at its sole cost) all or any portion of its non-compliant Systems. Any such modification shall be effected by NG in a reasonable period of time (not to exceed ninety (90) days for modification or one hundred eighty (180) days for complete system replacement), and NG’ failure to effect such modification or replacement in a timely manner shall be grounds for the Customer to terminate this Agreement for cause. Any such termination shall not relieve NG of its obligation to restore each site to its original condition.
15. Relocation of Systems. If (1) Customer’s Traffic Engineer determines that one or more installed Systems are no longer achieving the Customer’s public safety goals and (2) the total of Monthly Fees due to NG during any six-month period during the current Term exceed the total revenue due to Customer by operation of all Systems during that same six-month period, then the Customer may give notice thereof to NG within 60 days after the end of any such six-month period. After delivery of such notice, Customer will determine in accordance with applicable law new locations for one or more installed Systems, which will be reasonably based on a minimum number of relocations necessary to achieve Customer’s public safety goals and to avoid future relocations. Upon receipt of written notice of the new location(s), NG will relocate the System(s) to the new location(s) within 90 days after such notice. The permit time which is outside the control of NG shall be excluded from the 90 days. Relocation will be at no cost to Customer; however, Customer will continue to pay without interruption the Monthly Fees for the Systems during relocation.

2. **TRAINING OF CUSTOMER PERSONNEL.** After System installation, NG shall provide up to eight (8) hours of training for up to ten (10) persons at two (2) sessions at the Customer’s facilities to acquaint Customer personnel with System operation. Training shall consist of instructional and operational training as well as hands-on equipment exercises with an instructor. All necessary training materials and documentation will be provided by NG at NG’s expense. NG shall make all such training services available to the Customer prior to the end of the thirty (30) day period following the Installation Date. If the Customer requests additional courses or training, NG shall provide these on a cost reimbursement basis. Additionally, NG’ will provide and maintain a web-based training service that includes basic operation instructions as well any system or procedure changes to ensure continuity for court personnel and law enforcement end users.

### 3. **CITATION PREPARATION AND PROCESSING SERVICES**

- 3.1. *Citation Preparation and Processing.* NG shall perform the initial review of all data

generated at the roadside, process and format violations utilizing a computerized traffic citation program that shall store all information required for citation processing by state, and local law, and in accordance with court of jurisdiction specification or as otherwise required by law, transfer the citations to the Customer's Police Department's computer for review and decision on whether or not to issue a citation within 24 hours after the return of vehicle registration data from NLETS and not longer than 6 days from the date of image capture. If NG is permitted by applicable law or regulation to do so, NG shall also review all DMV information and print and mail citation forms. NG shall pay all mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue a citation and deliver it by U.S. mail. To the extent required by applicable law, NG shall obtain a certification of mailing issued by the Post Office. Notwithstanding anything to the contrary in the foregoing provisions of this Section 3.1, NG will not process nor support any citations not captured by the System and/or approved by the Customer.

32. Officer Discretion. NG' recognizes and agrees that the decision to issue or dismiss a citation shall be the sole and exclusive decision of a sworn officer of the Customer's Police Department. In no event shall any NG employee or representative have the ability to authorize or dismiss any citations.
33. Mailing of Citations. Citations shall be mailed to the violator as soon as is reasonably practicable, and in no event longer than ten (10) business days after being approved by the Customer and NG has been notified of such approval. The form of citation shall be subject to the approval of the Customer, which approval may not be unreasonably delayed, conditioned, or withheld.
34. Cooperation With Police and the Courts. NG shall be responsible for and pay for the cost of issuing and mailing in accordance with applicable law. NG shall coordinate with the Customer and the Courts and shall comply with the applicable law and court procedures regarding the mailing and other requirements necessary for the issuance and processing of traffic citations. All citations shall be reviewed and approved by the Customer's Police Department prior to mailing. In addition, NG will cooperate with the Courts to set up the necessary communications, systems for processing, including 3rd party systems, and upon request establish procedures that will enable NG to send delinquent notices to those registered owners/drivers for whom such notices are appropriate.
35. Rental car and business vehicles. NG will coordinate with the Customer and Courts to establish an acceptable procedure to streamline and coordinate the processing, notification, and accountability of rental car violations and corporate vehicle violations, all in accordance with applicable law.
36. Preparation of Evidence Packages. NG shall provide electronic copies of evidence packages in such form as may be reasonably agreed upon with the courts to enable the Customer to enforce its citations in court.
37. Access to License Information. NG shall maintain the ability to access the license

information and the registered owner residence address for all US-registered vehicles, and the per-request fee for information, if any, shall be paid by NG. If possible, NG will identify rental vehicle and corporate vehicle violations to migrate and merge original violation with rental and business nomination for appropriate processing needs. If NG is unable to access such information, NG shall provide the make and license plate number of each violator to the Customer, which will obtain and input the information into the System, or provide such information to NG, within a reasonable period of time.

- 3.8. Numbering System. NG, in coordination with the Customer, shall develop and implement an independent numbering system for automated red-light citations and correlating the original violations with nominations.
- 3.9. Transmission of Information. NG shall make all citation information available via an electronic file using comma separated value files on a secure FTP site. NG shall maintain a documented chain of custody for all electronically transmitted information while the information is under NG' control. Customer Service. NG shall provide an automated customer service telephone number to the public. Customer Service Representatives will be available Monday through Friday, from 10:00 a.m. to 5:00 p.m. local time (of the Customer), excluding holidays, in order to schedule violation video viewing appointments for the courts and to answer basic questions regarding the Customer's program.
- 3.10. Data Security. NG shall comply with Customer's written requirements as provided to NG regarding e-security and Customer data, including without limitation requirements concerning protection of personal privacy and sensitive data, encryption of all non-public data in transit regardless of the transit mechanism, no storage or transfer non-public Customer data outside of the United States, and breach notification.

#### **4. MAINTENANCE**

- 4.1. Maintenance of System. Except as provided herein, NG shall Maintain the System (as such term is defined below); provided, however, that NG shall not be responsible for any maintenance, repair, or replacement required as a result of (i) the negligence or intentional act of the Customer, its employees, agents or independent contractors (other than NG) and/or (ii) any equipment or software not provided by NG. NG shall maintain a maintenance log that documents all service issues. To "Maintain the System" shall mean to keep the System in a state of operation such that the System's functionality and operation conforms in all material respects to the description of the System set forth in this Exhibit. All problems shall be documented and repairs commenced within seventy-two (72) business hours after the time NG receives notice thereof. NG shall also install all software revisions for Systems as and when developed and made commercially available by NG. NG is responsible to ensure systems are operational. NG will repair and upgrade as needed, including any vandalized equipment or signage, and maintain a reasonably clean appearance and in a graffiti-free condition in compliance with applicable law.

- 4.2. Equipment Checks. NG shall use commercially reasonable efforts to perform remote camera and equipment checks to confirm proper operation of computers, cameras and communications network. Routine in-field camera equipment inspection will be done as needed. The System shall have the capability of on-line monitoring of all cameras at each intersection.
- 4.3. Malfunction. NG will conduct routine testing, evaluation, and monitor the system to ensure the system is operational. If a deficiency, malfunction, or failure of the system is detected NG will notify the Customer's Police Department within 72 hours by written or electronic notification. If the System cannot be restored or repaired to full functional capability within 7 consecutive calendar days, NG will reduce the Monthly Fee to reflect the time the System is deficient, malfunctioning, or failing. The fee reduction shall be applied to the effected billing cycle and continue until the System is restored to full operation. This reduction shall be identified on the billing statement to the City.

## **5. PUBLIC EDUCATION CAMPAIGN**

- 5.1. Public Awareness Program. NG shall assist the Customer with a Public Awareness Program. Such assistance shall consist of:
  - 5.1.1. Paying for and installing all signage required by State law and local ordinance or as otherwise required by the Customer's City Council or Customer's municipal code.
  - 5.1.2. Reasonable assistance for a media event to launch the community education program
  - 5.1.3. Preparing, publishing and printing a brochure for distribution
  - 5.1.4. A reasonable amount of training for a Customer staffed speaker's bureau
  - 5.1.5. Providing a toll-free customer service hotline which shall be staffed sufficiently during all regular business hours.

## **6. EXPERT WITNESS TESTIMONY AND COURT TRAINING**

- 6.1. Expert Witness Testimony. NG shall provide expert witness testimony at its sole expense, as reasonably necessary, to testify regarding the accuracy and technical operation of the System as necessary for court challenges to the operation of the System.
- 6.2. Court Training. NG shall conduct a one-day workshop-orientation session for Municipal Court judges (and/or their designees), hearing officers, other appropriate court officials, and the Customer's prosecutors. NG will provide and maintain a web-based training service that includes basic operation as well as any system or procedure changes to ensure continuity for court staff end users.

## **7. REPORTING**

- 7.1. Bi-Monthly Report. NG shall submit to the Customer a Bi-Monthly Report on project results within fifteen (15) days after the end of two-week period and NG shall provide



web access to such reports.

72. Monthly Report. NG shall submit to the Customer's Traffic Engineer a monthly Report on statistical information regarding traffic volumes, average speed, traffic congestion within thirty (30) days after the end of calendar month and NG shall provide web access to such reports.
73. Annual Report. In accordance with RCW 46.63.220 NG shall submit an annual report of the number of notices of infraction issues for each camera system and any other relevant information about the automated traffic safety cameras the Customers City Traffic Engineer deems appropriate for the Customer's Public Works Department web page.
74. Additional Reports or Information. Any other reports and information are not part of the Agreement or beyond what is required by applicable law and the preparation and delivery of any other such reports or information may result in additional fees.
75. Database. NG shall maintain a database with the following information per violation:
  - 7.5.1. Location, date, and time
  - 7.5.2. Number of seconds of yellow traffic signal and speed of vehicle
  - 7.5.3. Vehicle description including license plate state and number
  - 7.5.4. Applicable vehicle code section violated (if available to NG)
  - 7.5.5. Citation prepared or reason for not preparing citation (if available to NG)
  - 7.5.6. Registered vehicle owner's name and address, and related information required to prepare citations where violation is made by a driver other than registered owner (if available to NG) (Affidavit of Non-Liability)
  - 7.5.7. Status of citation (outstanding, cancelled, reissued, paid, bail forfeited, traffic school, warrants issued, etc.) (if available to NG)
  - 7.5.8. Any other data required by applicable law
76. NG shall maintain at its sole expense all records, including, but not limited to all video recordings, which it generates or receives as a result of the performance of services pursuant to the Agreement for the period of time required by, and otherwise in accordance with Washington state law, including without limitation, Chapter 42.56 RCW, Public Records Act and RCW 46.63.220, as same may be amended from time to time. Upon receipt of a request from the Customer for a copy of any record being maintained by NG, NG shall provide the requested record to the Customer within a reasonable time following such request, but in no event later than seven (7) days following the date the request is received by NG.
77. Additional Services (if requested by the Customer in writing):
  - 7.7.1. Payment Processing Services. NG will provide an online payment portal for violators. NG shall use reasonable commercial efforts, which are mutually agreeable to the Customer's Finance department and the court system, to collect citation fees from violators. Funds will not be held by the payment processor used by the system. NG will deposit amounts collected into the City's merchant

settlement account on the same business day as the transaction and will provide accounting records to the Customer. This can be accomplished by using the Customer's merchant account. Citations mailed will include the online payment portal link and the mailing address listed on citations will be the mailing address of the Bremerton Municipal Court or City of Bremerton Accounts receivable address.

- 7.7.2. Intersection Assessment Program. NG will generate a video-based analysis of an intersection or school zones designed to evaluate the frequency of red- light violations or school zone speed violations for each approach at the targeted intersection. The video media will contain up to 16 hours of video monitoring, assuming the equipment remains installed at the intersection or school zone during the course of monitoring, but not to exceed three consecutive calendar days. A report summarizing the results, along with the media generated will be provided to the Customer. There is no charge for the initial 16 approaches or any future system placement requests to be evaluated by NG pursuant to this Agreement.

## **EXHIBIT B**

### **LICENSE AGREEMENT FOR NG SAFETY SYSTEM SOFTWARE**

This LICENSE AGREEMENT (the “**License**”) is part of an agreement (the “**Agreement**”) (to which a copy of this License is attached as Exhibit B) between the Customer named in the Agreement and Novoa Global, Inc. (“**NG**”) for the NG software product identified above, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (the “**SOFTWARE PRODUCT**”). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to the Customer by NG. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate license agreement is licensed to the Customer under the terms of that license agreement. By execution of the Agreement, the Customer has agreed to be bound by the terms of this License. Such agreement by the Customer is an express condition to its ability to use the SOFTWARE PRODUCT.

1. **GRANT OF LICENSE.** The SOFTWARE PRODUCT is licensed, not sold. This License grants the Customer only the following rights: The Customer may use those copies of the SOFTWARE PRODUCT as installed by NG on its network (“**Network**”). A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different Networks.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.** The Customer may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer unless so installed by NG. The Customer may not rent, lease, transfer or lend the SOFTWARE PRODUCT. This License does not grant the Customer any rights in connection with any trademarks or service marks of NG. Without prejudice to any other rights, NG may terminate this License if the Customer fails to comply with the terms and conditions of this License. In such event, the Customer must permit NG reasonable access to its computer system for the purpose of removing all copies of the SOFTWARE PRODUCT or deliver to NG or destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. **SUPPORT SERVICES AND UPGRADES.** NG may provide the Customer with support services related to the SOFTWARE PRODUCT (“**Support Services**”). Use of Support Services is governed by the Agreement. Any supplemental software code provided to the Customer as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this License. With respect to technical information the Customer provides to NG as part of the Support Services, NG may use such information for its business purposes, including for product support and development. In particular, NG will not utilize such technical information in a form that personally identifies the Customer or any motor vehicle, tag or person. If the SOFTWARE PRODUCT is labeled as an upgrade, the Customer must be properly licensed to use a product identified by NG as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the

basis for the Customer's eligibility for the upgrade. The Customer may use the resulting upgraded product only in accordance with the terms of this License. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that the Customer licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by NG or its suppliers. As between the Customer and NG, all title and intellectual property rights in and to the images and information which may be generated through use of the SOFTWARE PRODUCT is the Customer's property. All rights not expressly granted are reserved by NG.

5. DUAL-MEDIA SOFTWARE. The Customer may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium the Customer receives; the Customer may use only one medium that is appropriate for its Network. The Customer may not use or install the other medium on another Network. The Customer may not loan, rent, lease, lend or otherwise transfer the other medium to another user.

6. BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this License, the Customer may keep the original media on which the SOFTWARE PRODUCT was provided by NG solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, the Customer may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this License, the Customer may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

7. COMPLIANCE WITH LAW AND EXPORT RESTRICTIONS. The Customer represents and agrees that it does not intend to and will not use, disseminate or transfer in any way the SOFTWARE PRODUCT in violation of any applicable law, rule or regulation of the United States, or any State of the United States or any foreign country of applicable jurisdiction. Without limiting the foregoing, the Customer agrees that it will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. The Customer specifically agrees not to export or re-export the SOFTWARE PRODUCT: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who the Customer knows or has reason to know will utilize the SOFTWARE PRODUCT or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

8        OTHER PROVISIONS. Sections 3, 4, 7, 8, 10, 17, 18, 19, 20, and 22 of the Agreement are hereby incorporated by reference as if herein set forth in full.

## EXHIBIT C

### LEASE AGREEMENT FOR NG SAFETY SYSTEMS

This LEASE AGREEMENT (the “**Lease**”) is part of an agreement (the “**Agreement**”) (to which a copy of this Lease is attached as Exhibit C) between the Customer named in the Agreement and Novoa Global, Inc. The Parties hereto agree as follows:

1. LEASE. NG hereby leases to the Customer and the Customer hereby leases from NG, subject to the terms and conditions of this Lease, such items of System equipment (together with all attachments, replacements, parts, additions, substitutions, repairs, accessions and accessories incorporated therein and/or affixed thereto, the “**Equipment**”) that the Customer obtains possession, custody or control of pursuant to the Agreement.
2. USE AND LOCATION. The Equipment shall be used and operated by the Customer only in connection with the operation of the System by qualified employees of and in accordance with all applicable operating instructions, and applicable governmental laws, rules and regulations. The Customer shall not part with control or possession of the Equipment without NG’ prior written consent.
3. CONDITION. NG shall maintain the Equipment in good condition and working order in accordance with Section 5.A of Exhibit A. The Customer shall not damage the Equipment or make any alterations, additions or improvements to the Equipment without NG’ prior written consent unless such alterations, additions or improvements do not impair the commercial value or the originally intended function or use of the Equipment and are readily removable without causing material damage to such Equipment so as to return the Equipment to its original state, less ordinary wear and tear. Any alteration, addition or improvement not removed prior to the return of the Equipment shall without further action become the property of NG, provided, however, that any alterations, additions and improvements which would reduce the value of the Equipment must be removed prior to the return of such Equipment.
4. RETURN. Upon the expiration or earlier termination of the Agreement, the Customer shall allow NG reasonable access to remove the Equipment at NG’ expense.
5. OWNERSHIP, LIENS. The Equipment is and shall at all times be the property of NG. The Customer agrees to take all action necessary or reasonably requested by NG to ensure that the Equipment shall be and remain personal property. Nothing in this Lease, the Agreement or any Exhibit shall be construed as conveying to the Customer any interest in the Equipment other than its interest as a lessee hereunder. If at any time during the term hereof, NG wishes to place on the Equipment labels, plates or other markings evidencing ownership, security or other interest therein, the Customer shall allow NG reasonable access therefore and keep the same displayed on the Equipment.
6. NO CUSTOMER SUBLEASE; ASSIGNMENT. The Customer shall not assign or in any way dispose or otherwise relinquish possession or control of all or part of its rights or obligations under this lease or enter into any sub-lease of all or any part of the equipment without the prior

written consent of NG.

7. OTHER PROVISIONS. Sections 3, 4, 7, 8, 10, 17, 18, 19, 20, and 22 of the Agreement are hereby incorporated by reference as if herein set forth in full.



## **EXHIBIT D COMPENSATION AND PRICING**

### **MONTHLY FEE**

Pricing for Systems relating to fixed red light photo enforcement shall be as follows:

- \$3,999.00 per System per month.

Pricing for Systems relating to fixed school zone speed photo enforcement shall be as follows:

- \$2,999.00 per school zone enforcement System per month, 12 months a year.

*Flashing Beacon.* NG acknowledges school zone fixed speed photo enforcement systems will only function during specified times throughout the school day and in accordance with Customer's flashing beacon system.

*Temporary Suspensions.* In the event of construction by the Customer that causes a continuous disruption of service to an individual System, this Agreement, upon NG' written request, may be extended.

### **OPTIONAL PRICING**

At Customer's option, NG will provide portable photo enforcement services. Pricing for NG Safety Systems relating to portable photo enforcement shall be as follows:

- \$5,700.00 per system per month

### **BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS**

1. Customer agrees to pay NG within thirty (30) days after the invoice or Monthly report is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid sixty (60) days from date of invoice or monthly report if such delay is the responsibility of the Customer.
2. Required Payment Convenience Fees will not be considered to be revenue received and are the responsibility of the violator.
3. Required Refund Fees will not be considered to be revenue received and are the responsibility of the violator.
4. Violations if sent to a Collection agency by Novoa Global will have an additional charge as negotiated with the chosen collection agency in mutually agreement with the Customer and the court system.

### **NG WARRANTY**

NG warrants that the fees in this Agreement comply with RCW 46.63.220 and are based only upon the value of the equipment and services provided or rendered in support of the system.

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A7**

**SUBJECT:** Collective Bargaining Agreement Between the City of Bremerton and the Teamsters Local 589 and Management and Professional Employees Salary Schedules

Study Session Date:	<u>March 26, 2025</u>
COUNCIL MEETING Date:	<u>April 2, 2025</u>
Department:	<u>Legal/Human Resources</u>
Presenter:	<u>Charlotte Nelson</u>
Phone:	<u>(360) 473-5926</u>

**SUMMARY:** Pursuant to RCW 41.56, negotiations have concluded between representatives of the City and the Teamsters Local 589 resulting in the attached Collective Bargaining Agreement for January 1, 2025 through December 31, 2027. The agreement includes the following wage adjustments:

- A 3.6% Cost of Living Adjustment and a 2.4% Market Adjustment for 2025.
- A general wage increase for 2026 based on 100% of the Seattle/Tacoma/Bellevue CPI-W from June 2024 to June 2025, with a minimum increase of 2% and a maximum increase of 4%.
- A general wage increase for 2027 based on 100% of the Seattle/Tacoma/Bellevue CPI-W from June 2025 to June 2026.

The Collective Bargaining Agreement has been ratified by the Teamsters membership. Council approval is required to implement this agreement.

Per BMC 2.50.031, The City Council shall provide for adjustments to salary band levels of Management and Professional employees consistent with the Council's CPI salary adjustment policy each year for the Teamsters employees. This would include wage adjustments listed above for 2025 through 2027.

**ATTACHMENTS:** Collective Bargaining Agreement between the City of Bremerton and the Teamsters Local 589 and salary schedule for Management and Professional Employees.

**FISCAL IMPACTS (Include Budgeted Amount):** The projected additional cost to the 2025 budget is approximately \$1,379,252 for Teamsters and \$674,123 for Management and Professional employees.

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

**RECOMMENDED MOTION:**

Move to (1) approve the Collective Bargaining Agreement between the City of Bremerton and the Teamsters Local 589; (2) Approve the wage adjustments for Management and Professional Employees for 2025; (3) and authorize a budget amendment in the amount of \$2,053,375 for the 2025 budget; and further authorize the Mayor to finalize and execute the Collective Bargaining agreement with substantially the same terms and conditions as presented.

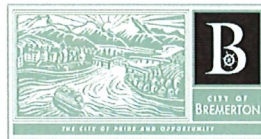
**COUNCIL ACTION:**    ☐ Approve       ☐ Deny       ☐ Table       ☐ Continue       ☐ No Action

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE CITY OF BREMERTON**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 589**



**January 1, 2025 through December 31, 2027**

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BY AND BETWEEN  
CITY OF BREMERTON  
AND  
GENERAL TEAMSTERS LOCAL UNION NO. 589  
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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**AGREEMENT  
BY AND BETWEEN  
CITY OF BREMERTON  
and  
GENERAL TEAMSTERS LOCAL UNION NO. 589  
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

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**PREAMBLE**

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Bremerton, a municipal corporation of the State of Washington, hereinafter known as the "City", and the General Teamsters Local Union No. 589 hereinafter known as the "Union" for the purpose of setting forth the wages, hours and working conditions which will be in effect during the term of this agreement for employees included in the bargaining unit described in Article 2 below.

**ARTICLE 1 NON-DISCRIMINATION**

- 1.1 Non-Discriminatory Application** – The City shall not discriminate against any City employee or any applicant for employment and will apply the provisions of this Agreement equally to all employees without discrimination on the basis of race, religion, color, national origin, gender, age, sexual orientation, genetic information, marital status, veteran's status or disability, unless based upon a bona fide occupational qualification.
- 1.2 Non-Discrimination-Union Activity** – The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to Union affiliation or legal Union activity or lack thereof. The City and the Union will each be responsible for complying with this provision.
- 1.3 Alleged Violations** – Alleged violations of this Article may be pursued to federal or state authorities such as the EEOC, PERC, and/or Washington State Human Rights Commission and shall not be processed as a grievance under this Agreement.

**ARTICLE 2 RECOGNITION**

- 2.1 Represented Employees** – The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and conditions of employment for all full-time employees in regular positions and part-time employees in regular positions in classifications set forth in Appendix A and such classifications as may be added to the bargaining unit during the term of this Agreement by mutual agreement or by official action of the Public Employment Relations Commission.
- 2.2 Classifications Excluded** – The classifications of elected officials, appointed officials on part-time boards and commissions, city attorneys, Department Directors and their assistants, and supervisors (unless specified in the union recognition section) are not included and will not be added to the bargaining unit.
- 2.3 Employees Excluded:**
- 2.3.1 Seasonal employees** are employees used by the City to handle peak workload periods. Seasonal positions will be used for no more than six (6) months in a calendar year in

accordance with City Policy. Seasonal employees transferred from one seasonal position to another seasonal position remain subject to six (6) months total aggregate employment.

**2.3.2 Temporary employees** are employees used by the City to fill in for employees temporarily unable to work.

**2.3.3 Project temporary employees** are assigned for the term of a specific project or program and may not exceed one (1) year; provided, however, that the term of the assignment may be extended up to a maximum of three (3) additional months by mutual agreement of the parties.

**2.3.4** All other temporary employees shall be excluded from the bargaining unit with the understanding that neither the employees nor the positions will be used for more than a total of 12 months.

**2.3.5 Confidential** employees regardless of the classification they occupy.

**2.4 New Classifications** – In the event the City creates a new position or reclassifies an existing position proposed to be exempt from the bargaining unit, the Union will be notified in writing. In the event that the Union disputes the City's proposed exemption of the new position from the bargaining unit, the Union will provide written notice specifying the reasons for dispute within thirty (30) calendar days of receipt of written notice from the City. In the event that the City and the Union are unable to resolve the dispute, either party may refer the issue to the Public Employment Relations Commission for resolution.

**2.5 Emergency/Disaster Worker** - During an emergency, disaster, or catastrophic event as defined under RCW 38.52.010, which places life or property in jeopardy, employees may be assigned to any disaster service activity that promotes the protection of the public health and safety. Assignment might require serving at a location, at times and/or under conditions that significantly differ from an employee's normal work assignments; this may include assignments to perform work outside of the bargaining unit. As an employee of the City of Bremerton, the employee may be directed to perform a role other than their regular job, by a superior or by law. An employee may be called on to perform services as an Emergency/Disaster Worker as defined in RCW 38.52.010, subject to the provisions of RCW Chapter 38.52. An employee's rate of pay will not be reduced as a result of such assignments.

## **ARTICLE 3      UNION DUES**

**3.1 Notification of New Hire** - The employer agrees to notify the Union within 10 working days when new employees are hired.

**3.2 Union Security** - The Employer shall deduct and transmit monthly those regular Union membership initiation fees and dues from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deduction. The union agrees to indemnify, defend, and hold the employer harmless against any and all claims, suits, orders, and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until such time as the authorizing employee revokes their authorization.

**3.3 Revocation** - An employee may revoke their authorization for payroll deduction for payment to the Union by written notice to the Union pursuant to RCW 41.56.110. Every effort will be made to end



the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of written notice from the Union that the employee has revoked their authorization.

#### **ARTICLE 4        UNION ACCESS**

**4.1        Union Representatives** – The Union will provide written notice to the City of the names of the officials authorized to represent the Union. The City will provide reasonable access to City facilities to such authorized representatives for the purpose of investigating grievances and other legitimate Union business provided that such access does not unreasonably interfere with the work and duties of an affected employee or of other on-duty employees.

**4.2        Shop Stewards** – The Union will have the right to appoint six (6) Shop Stewards. The Union will make every reasonable effort to have no more than four (4) stewards from the same department.

**4.2.1**    The Union will provide written notification to the Human Resources Manager of the name and assigned areas of all Shop Stewards appointed by the Union. The City will provide reasonable access to employee workplaces to Shop Stewards for the purpose of investigating grievances provided that such access does not unreasonably interfere with the work and duties of an affected employee or of other on-duty employees. A Shop Steward will obtain the permission of their supervisor and the supervisor of the affected employee prior to contacting an employee during work hours. A Shop Steward may perform their Steward duties on City paid work time provided that such duties do not unreasonably interfere with the Steward's ability to perform the duties of their position with the City. In no event, however, will a City employee who is a Shop Steward be granted more than five (5) hours of paid work time for the purpose of investigating and resolving a single grievance. It shall be understood that the five (5) hours maximum does not mean five (5) hours per workday, but five (5) hours total time.

**4.3        Union Bulletin Boards** – The City shall provide the Union with bulletin boards at reasonable locations for its use in communicating with its members. Union Bulletin Boards shall be used exclusively to post Union notices of meetings, social events, job postings, and other related union business. It shall be the responsibility of the shop stewards to monitor the bulletin boards to ensure they are being utilized for those purposes only.

#### **ARTICLE 5        WAGES**

##### **5.1        Pay Rates**

**Effective January 1, 2025, Appendix "A" reflects a 6% general wage increase (3.6% COLA plus 2.4% market adjustment).**

**Effective January 1, 2026, Appendix "A" will reflect a general wage increase of 100% of the Seattle/Tacoma/Bellevue CPI-W, June 2024 to June 2025, with a minimum of 2% and a maximum of 4%.**

**Effective January 1, 2027, Appendix "A" will reflect a general wage increase of 100% of the Seattle/Tacoma/Bellevue CPI-W, June 2025 to June 2026, with a minimum of 2% and a maximum of 4%.**

**5.2        New Employees** – A new employee's pay rate will be set at first step of the pay scale; however, a new employee may have their pay rate set at a higher step based upon relevant years and type of prior paid

work experience. Placement of a new employee's pay rate at a step higher than the first step must be approved by the Department Director, the Human Resources Manager and Financial Services.

- 5.3 Advancement through Pay Rates** – Advancement through the pay rates from the first step through the final step of the pay range will occur upon completion of the prescribed number of months or year(s) of continuous employment since the employee's last annual pay step increase, provided, the City may withhold a step increase for work performance that does not “Meet Expectations”. A step increase may be withheld for a maximum of twelve (12) months, during which time the employee will receive monthly evaluations. The employee’s immediate supervisor will notify the employee in writing of expected failure to meet expectations at least thirty (30) days prior to the due date of the work performance evaluation. If such notice is not provided the step increase will not be withheld. The withholding of a step increase will not change the employee’s current anniversary step date for pay purposes. In the event that the employee “meets expectations” at one of the monthly evaluations during the subsequent 12 months, they will receive a step increase effective as of the due date of that monthly evaluation. It shall be understood that the increase will not be applied retroactively to the month(s) in which the employee received a rating below ‘meets expectations’. In the event an employee is on approved leave of absence without pay, in excess of eighty (80) consecutive work hours, the employee's next pay rate advancement date will be extended by the actual number of days the employee was absent on such leave.

**5.4 Pay Rate upon Reclassification**

- 5.4.1 Reclassification/downgrade to a lower classification** - In the event an employee is reclassified from one classification to another classification which is at a lower pay range or, if an employee's classification is downgraded from one pay range to a lower pay range, the employee's pay rate at the lower pay range will be set at that step which is closest to, equal to, but not greater than the pay rate they were receiving at the former pay range. All time the employee had served at the former step toward advancement to the next step of the former pay range will be used in determining the time required to advance to the next step of the new pay range. If the employee is at final step or beyond the final step in the new pay range, then his/her pay rate shall remain frozen at that rate until such time as the final step provides for an increase. This section shall not apply to an employee who is demoted, which falls under Article 34, Section 34.3.4.

- 5.4.2 Reclassification/upgrade to a higher classification** - In the event an employee is reclassified from one classification to another classification in a higher pay range the employee will receive no less than the entry level step of the new pay range or a five percent (5%) pay increase, whichever is greater, provided that no employee is thereby advanced beyond the final step of the higher pay range. The employee's advancement to the next step in the new pay range will be based on the effective date of the reclassification to the new pay range. This section shall not apply to an employee who is promoted, which falls under Article 37, Section 37.1.2.

- 5.5 Base hourly rate of pay defined** – The base hourly rate of pay is that which is shown in Appendix “A”, for each classification, which reflects the pay grade and pay step at which an employee is being paid on an hourly basis excluding longevity.

- 5.6 Longevity Pay** – Longevity pay will be applied to the base hourly pay rate of each employee for years of completed continuous employment on the following basis:

0 through 5 years' continuous employment	0%
--	----

Commencing 6 through 10 years' continuous employment	1%
Commencing 11 through 15 years' continuous employment	2%
Commencing 16 through 20 years' continuous employment	3%
Commencing 21 years and over continuous employment	4%

## 5.7 Premium Conditions (not included in base hourly rate of pay)

**5.7.1 Standby** - An employee is placed on standby duty when the City requires the employee to be immediately available to report for work other than during his/her normal scheduled hours of work. When standby is implemented, all qualified bargaining unit members, including leads and supervisory bargaining unit members, shall share in the standby hours or lists.

**5.7.1.1** Employees who call out sick or leave early during a shift because they are sick are not eligible for standby pay until they return to regular duty. This provision does not apply if such sick leave usage was for pre-scheduled medical appointments or for employees caring for a family member.

**5.7.1.2** Employees who are on light duty are not eligible for standby without advance managerial approval and clearance from their physician.

### **5.7.2.1 Standby Equipment**

- A. An employee on standby duty will be provided with a radio that has a police frequency.
- B. Assigned stand-by duty employees shall have the use of a take home city vehicle for the week, per City policy.

### **5.7.2.2 Standby Pay** - The following standby rates will apply:

- A. **Weekday or regular day off beyond two** – Two (2) hours of employee's regular base hourly rate of pay plus longevity if applicable. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive three (3) hours at their regular base hourly rate of pay plus longevity if applicable.
- B. **Holiday** – Three (3) hours of employee's regular base hourly rate of pay plus longevity if applicable. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive four (4) hours at their regular base hourly rate of pay plus longevity if applicable.
- C. **Regular day off** – Three (3) hours of employee's regular base hourly rate of pay plus longevity if applicable, up to a maximum of two (2) days. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive four (4) hours at their regular base hourly rate of pay plus longevity if applicable.
- D. **Type of Compensation** - The employee shall receive pay as provided above for all standby duty. Employees may accrue compensatory time for stand-by duty. The maximum allowed accrual of compensatory time shall be eighty (80) hours (which includes compensatory time accrued under

Article 7.2) all standby pay and overtime in excess of the maximum shall be paid at the applicable rate.

**5.7.2.3 Length of Standby** - Standby will normally consist of not more than seven (7) consecutive days, provided; however, based upon mutual agreement of the employee and immediate supervisor, the employee may be placed on standby in excess of seven (7) days.

**5.7.3 Shift Differential** – An employee assigned to work a shift schedule, which begins at 12 noon, or later and/or earlier than 6 a.m. **or if their normal work schedule includes working on Saturday and/or Sunday** will be compensated a shift differential of one dollar (\$1.00) per hour for each hour of the shift so worked. There is no pyramiding of shift differentials.

**5.8 Paydays** – Pay days will be the 7th and 22nd of each month. If a payday falls on a Saturday, Sunday, or on a Monday holiday, the City will make every effort to distribute pay checks on Friday. The parties encourage employees to utilize “automatic deposit” of their paychecks.

**5.9 Direct Deposit** – New employees shall be required to sign up for direct deposit of their pay checks.

**5.10 Payroll Errors** - Should the City be responsible for any payroll error, adjustments in excess of fifty (\$50.00) dollars will be paid within two (2) business days. The City and the employee shall share the responsibility to notify one another as soon as possible after any error is found.

## **ARTICLE 6 HOURS OF WORK**

**6.1 Normal Hours of Work** – The normal hours of work for regular full-time employees will be forty (40) hours per week. The normal hours of work for regular part time employees will be the number of hours per week that the Department Director/Division Manager schedules which will not exceed forty (40) hours per week and will not exceed the Department's approved budget allocation for the position.

**6.2 Normal Work Schedule** – The normal work schedule for regular full-time employees will consist of five (5) consecutive eight (8) consecutive hour days, however, the City may adopt 4/10's and/or 9/80's as the normal work schedule, at the discretion of the Department Director when it is in the best interest of the City. The 4/10 schedule as referenced in this document also means an alternate work schedule as provided herein. The Department and employee may mutually agree to any other work schedule by the filing of an alternate work schedule form that shall require the approval of the Department and the Human Resources Manager.

**6.2.1** Except in emergency situations (such as weather and acts of God) employees will be given fourteen (14) calendar days' notice of any City initiated change in their normal work schedule, except that Parks & Recreation and Public Works and Utility Department employees will be given seven (7) calendar days' notice of any change in their normal work schedule, otherwise employees will receive overtime compensation. The normal work schedule for regular part time employees will be that which is scheduled by the Department Director/Division Manager and shall consist of no more than five (5) consecutive days in a workweek. The normal work schedule will usually be set to begin on Monday and conclude on Friday but may be set to begin on another weekday and conclude five (5) consecutive days thereafter, based upon the needs of City. The City will make every reasonable effort to schedule employees with two (2) consecutive days off between workweeks.

**6.3 Flex Time** – If mutually agreed upon by the employee and employee’s manager/supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. Flex hours must be approved in advance. Flex time cannot be used to avoid using leave for last minute tardiness/absenteeism. Employees working an adjusted workday must flex their hours within the same workweek and such schedule shall not result in overtime or compensatory time. If flex time is used, overtime shall only be paid for hours worked in excess of forty (40) hours in the workweek. This article is intended to address occasional or intermittent changes to employee schedules.

**6.3.1** Employees who are regularly required to attend night meetings or perform normal work functions outside of a normal work schedule at the City’s request may, by mutual agreement with the Department Director/Division Manager, flex their time.

**6.3.2** Flex time shall not be allowed to adjust work schedules to accommodate last minute absenteeism for tardiness.

**6.4 Meal Periods** – The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187. All employees shall have a regularly designated mealtime, 30 minutes or one (1) hour in length, without pay, which shall be scheduled by the Department Director/Division Manager or designee. The thirty (30) minutes or one (1) hour designated mealtime includes travel time to and from the work site. The lunch period will take place no sooner than three (3) hours and no later than five (5) hours from the beginning of a 5/8 schedule, and no sooner than four (4) hours and no later six (6) hours from the beginning of a 4/10 schedule. No employee will be required to work more than five (5) consecutive hours without a meal period. An employee who works three (3) or more hours beyond their normal workday shall be allowed at least one thirty (30) minute meal period either prior to or during the overtime period. When an employee is required by the City to remain on duty on the premises or at a prescribed work site when it is in the best interest of the City during a meal period, the meal period will be paid as time worked.

**6.4.1** Employees shall be allowed one (1) rest period (break) per one half (1/2) shift (workday) provided:

- The time, length and location of a break is determined by the employee's supervisor, with the understanding that the employee shall receive no more than fifteen (15) minutes.
- Break periods will be scheduled as near as possible to the midpoint of a work period. The City will make a reasonable effort to ensure that no employee is required to work more than three (3) hours without a rest period.

The purpose of granting breaks is to relieve fatigue and mental strain on the job; therefore;

- Combining two (2) daily breaks into one thirty (30) minute break is not permitted.
- Using breaks to lengthen meal periods, to cover tardiness, or to leave work early is not permitted except under special circumstances and with the approval of the Department Director or designee.
- Accumulating breaks from day-to-day is not permitted.

- Taking more breaks in smaller segments of time, e.g. three (3) 5-minute breaks, is not permitted.
- With prior approval of the division manager, employees may sign a waiver to forgo their thirty (30) minute break in an emergency situations only.

## ARTICLE 7 OVERTIME

- 7.1 Overtime Defined** — Overtime is all required and authorized work performed in excess of a full-time employee's normal 40 hour and/or daily work schedule. Overtime includes required training, instruction, callback, and other such work which is required and authorized by the City and is performed during an employee's normally scheduled off duty time. Overtime for regular part-time employees is all required and authorized work performed in excess of forty (40) hours during the employee's weekly work schedule pursuant to Article 6, Section 6.2. The use of any paid leave time will be considered as time worked for the purpose of calculating overtime. Employees who call out sick or leave early during a shift because they are sick are not eligible for overtime until they return to regular duty unless otherwise approved by management. This provision does not apply if such sick leave usage was for pre-scheduled medical appointments or for employees caring for a family member.
- 7.2 Overtime Compensation** — Overtime work will be compensated at the rate of one and one-half (1-1/2) times an employee's base hourly rate plus longevity if applicable, in cash or in compensatory time. The form of overtime compensation will be at the election of the employee provided Compensatory time off will be taken by mutual agreement between the employee and supervisor. Upon the death of the employee, accrued compensatory time shall be paid to the employee's estate.
- 7.2.1 Use Of Compensatory Time** - The maximum allowed accrual of compensatory time shall be (80) hours, and all overtime accrued in excess of that maximum shall be paid at the applicable rate. Employees may use a maximum of eighty (80) hours of compensatory time in a calendar year. Employees may carryover up to twenty (20) hours of compensatory time from one calendar year to the next. Employees who wish to cash out all or a portion of their accumulated compensatory time will have the option to receive this pay the pay period ending November 15th. Employees who wish to exercise this option shall submit their request, in writing, to the Department Director, no later than November 1st of each year.
- 7.2.2** Compensatory leave will be mutually scheduled between the employee and their Department Head or designee. Compensatory leave must be approved by the Department Director/Division Manager prior to an employee taking the time off. An employee will have a better chance of receiving approval for compensatory leave if the request is submitted as far in advance as possible. In the event more than one employee requests compensatory leave for the same time period submitted on the same day, the requesting employee with the greatest city-wide seniority shall be granted the compensatory leave. The Department shall make a good faith effort to respond to compensatory leave requests in a timely manner.
- 7.3 Telephone Calls To Employees** - If an employee receives a work related telephone call while off duty, they shall receive a minimum of one quarter (1/4) hour pay at the overtime rate for each call, provided, however, that additional calls received by the employee within the quarter hour minimum shall not pyramid.
- 7.4 Call Back Minimum Overtime** — In the event an employee who has departed from their normal work hours is **called back** to work outside of the normal work hours for a period of time which is less than

two and a half (2.5) hours, the employee will receive a minimum of two and a half (2.5) hours of overtime compensation. A call back initiates a two and a half (2.5) hour guarantee period. Subsequent call backs will not initiate an additional two and a half (2.5) hour guarantee period until the original two and a half (2.5) hour guarantee period has passed.

- 7.4.1 Call Back Contiguous to an Employee's Normal Start Time** – Employees responding to a Call Back will be paid 2.5 hours of overtime. The employee's normal work hours will be reduced by the amount of time the 2.5 hours infringes on the employee's normal work hours.

**Example:** An employee's normal work hours are 7:30 AM to 4:00 PM. The employee is called out at 6:30 AM. The employee would receive 2.5 hours of overtime and six and a half (6.5) hours of straight time.

- 7.4.2 Call Back After the Employee's Normal Quitting Time** - Once the employee's normal work hours have concluded, any unplanned return to work shall be considered a Call Back. It shall make no difference if the employee has left the work site or not.

**Example:** The employee work schedule concludes at 4:00 PM and at 4:04 PM, the supervisor is notified of a problem. The supervisor notices that the employee is still in the parking lot talking to several other employees. The supervisor goes to the employee and directs the employee to handle the problem. This is a Call Back and the employee will receive a minimum of 2.5 hours of overtime.

Call Back does not apply to shift holdovers. For example, an employee starts a project during their regular hours and stays late to complete it. This is normal overtime.

- 7.5 Court and/or Subpoenaed Appearances** – An employee who appears in Court or responds to a subpoena as a representative of the City which is related to their employment on off duty time shall receive overtime compensation for such appearances. If the employee is being prosecuted for a willful, illegal act in the performance of their duties as a city employee, they will not be paid for time unless they are found innocent and/or the case is dismissed.

- 7.6 Use of Bargaining Unit Employees for Overtime** - The City shall offer overtime to qualified bargaining unit employees within the division prior to utilization of temporary employees for such overtime. The City will make a reasonable attempt to offer this work by seniority.

- 7.7 Emergency Crews** – Employees may be pre-assigned to an emergency shift schedule (e.g., 12-hour shift for Snow Removal Crews). Crews will be designated as follows: "A" shift and "B" shift. Employees on emergency crews will receive shift differential pay and work the 12-hour shift throughout the period of the emergency. Employees in each crew (both "A" and "B" shifts) called out for an emergency shift shall receive two hours callout (overtime) pay for the first full 12-hour shift. (e.g., Pay would be 2 hours overtime for the call-out, 6 hours straight time, plus 4 hours overtime. That crew's next emergency shift pay would be 8 hours straight time plus 4 hours overtime.)

Pay for call-outs prior to the full emergency shift will be in accordance with overtime and callout policy per Article 7. If the callout occurs within two (2) hours of the first emergency shift, the first emergency shift crew will respond and work continuously through the shift.

#### **EXAMPLES:**

**Snow Removal Crew** - If an emergency schedule is initiated after 10 p.m. but before the normal shift (7:30 a.m.), the “B” shift will be called in and work until noon or eight hours minimum. If the callout occurs prior to 10 p.m., the “A” shift will be called in and work until midnight when “B” shift will relieve. If the emergency is declared during the normal work shift, “B” shift will work the normal eight (8) hours then be released; “A” shift will work until midnight when relieved by “B” shift.

**Other Emergency Crews** – Any other divisions may use other start/quit times, but will follow the principle of the example of the Snow Removal Crew.

When the Division Manager has determined that the emergency condition is over, the crews will revert to their regularly scheduled shift. The transition shifts going into and out of the emergency shift schedule, will work until released by the supervisor. If an employee works a minimum of 16 consecutive hours, their supervisor may release them with paid administrative leave from their next regular shift if the next regular shifts starts within 8 hours.

Generally, employees will not work more than sixteen (16) consecutive hours. In rare cases (e.g. during an emergency or other urgent situation), employees may work more than sixteen (16) consecutive hours with approval by the Senior Maintenance and Operations Manager.

- 7.8 Evidence Technician Standby** – Crime Scenes employees who receive a call requesting them to standby for a potential call out will be paid 2.5 hours of overtime. The employee’s regular paid (straight time) hours will be reduced by the amount of time the 2.5 hours infringes on the employee’s normal work hours.

Example: An employee’s normal work hours are 7:30 AM to 4:00 PM. The employee is called at 6:30 AM. The employee would receive 1 hour of overtime from 6:30 AM to 7:30 AM, 1.5 hours of overtime from 7:30 to 9:00 AM (normal shift) and six and a half (6.5) hours of straight time (remainder of normal shift).

## **ARTICLE 8 PROBATIONARY PERIOD**

- 8.1 New Employees** – New employees shall be required to serve a probationary period of twelve (12) months. Probationary employees are “at will” employees during their probationary period and during that time may be terminated without reason or cause and have no recourse to any appeal process. The probationary period automatically extends for any absence in excess of fourteen (14) consecutive days by the length of the absence.
- 8.2 Promoted Employees** – Employees promoted shall serve a six (6) month promotional probation period
- 8.3 Failure to Complete Probation** – The promotional probationary employee who fails to successfully complete probation shall be demoted to the lower position from which they were promoted. Such determination shall be made at the sole discretion of the City and the reasons shall not necessarily constitute just cause.
- 8.4 Probationary Employee** – An employee who has been hired by the City and who has not yet completed the required twelve (12) months probationary period.
- 8.5 Regular employee** – An employee who has successfully completed their twelve (12) months probationary period for the position for which they were hired.



## ARTICLE 9 VACATION LEAVE

- 9.1 Vacation Accrual** — Employees shall accrue vacation leave for all regularly scheduled compensated hours including paid holiday, sick leave, vacation and other paid leave time, excluding workers' compensation time loss benefits and Washington State Paid Family Medical Leave pursuant to the following schedule:

<u>Period of Continuous Full-time Employment</u>	<u>Hours Accrued/Year</u>
Date of Hire through 2 years	104 Hours
3 <sup>rd</sup> year (*Effective the first pay period after ratification by both parties)	112 Hours
6th year	120 Hours
7th year	128 Hours
8th year	136 Hours
9th year	144 Hours
10th year	152 Hours
11th year	160 Hours
12th year	168 Hours
13th year	176 Hours
14th year	184 Hours
15th year	192 Hours
16th year	200 Hours
17th year and thereafter	208 Hours

Nothing in this Agreement prohibits the City from negotiating up to 80 hours of frontloaded vacation for a new hire, subject to Mayor approval.

- 9.2 Vacation Eligibility** — An employee becomes eligible to take accrued vacation leave upon completion of six (6) months of continuous employment. Probationary employees may be permitted to use earned vacation leave due to extenuating circumstances solely at the discretion of the Department Director/Division Manager. Vacation leave may not be taken in less than one-quarter (1/4) hour increments. Vacation leave must be earned in the pay period prior to the time an employee takes any vacation leave since accruals are added to an employee's leave balance after payroll has been posted.

- 9.3 Vacation Scheduling** — Annual vacation leave will be mutually scheduled between the employee and their Department Head or designee. Vacation leave must be approved by the Department Director/Division Manager prior to an employee taking the time off. An employee will have a better chance of receiving approval for a vacation request if the request is submitted as far in advance as possible. In the event more than one employee requests vacation leave for the same time period submitted on the same day, the requesting employee with the greatest city-wide seniority shall be granted the vacation leave. The Department shall make a good faith effort to respond to a vacation leave request in a timely manner.

- 9.3.1 Vacation Bidding:** Optional per department/division with management discretion on a yearly basis.

**9.3.1.1** Vacation Bidding will occur annually. The bidding process will begin on November 1<sup>st</sup> for the following calendar year.

**9.3.1.2** Bidding will occur in seniority order.

- 9.3.1.3 Upon being contacted the employee will have three days to make their selection.
- 9.3.1.4 Employees may select one vacation time period, up to two weeks at a time in the first round. If they do not make a selection it will be considered a pass.
- 9.3.1.5 During the second round of bidding the employees may select up to one-week vacation slots.
- 9.3.1.6 During the third round of bidding employees may select one day vacation slots.
- 9.3.1.7 Vacation selections shall continue through seniority rotation until all employees have selected all shifts they intend to take during the next calendar year.

**9.3.2 Supplemental Leave Request:** Optional per department/division with management discretion on a yearly basis.

- 9.3.2.1 Once the vacation bidding process is complete employees may submit additional leave request(s).
- 9.3.2.2 Additional requests shall be granted on a first-come first-serve basis.
- 9.3.2.3 In the event multiple requests are submitted for the same dates at the same time the request will be awarded based on seniority.

**9.4 Maximum Vacation Accrual** – The maximum number of vacation accrual hours that any employee will be allowed to carry forward from one calendar year to the next will be as follows:

<u>Years of Service</u>	<u>Maximum Carryover Hours</u>
Date of Hire through 5 full years of employment	160 Hours
Over 5 full years of employment	240 Hours

**9.5 Carryover** - In the event an employee has been prohibited from taking sufficient vacation time to reduce their vacation balance to the maximum allowable carryover at the end of a calendar year, (or unable to because of absence from work due to illness or disability) the excess hours will be carried forward into the next the calendar year. An employee who fails to request scheduled vacation time during the year and whose accrued vacation hours exceed the maximum carry over balance at the end of the calendar year shall forfeit such excess vacation hours.

**9.6 Vacation Pay-Out** – Upon the retirement or separation of a regular employee, or upon the date of an employee's disability retirement, the accrued vacation hours of such an employee will be paid to the employee in a lump sum payment at the employee's straight time base hourly rate of pay plus longevity if applicable, at the time of separation except an employee shall not be paid vacation pay out unless employed over six (6) months. Each year by December 1st the bargaining unit will notify the City whether eligible employees who retire from City service in the following calendar year shall have their accrued vacation cash out contributed to an HRA-VEBA Plan .

- 9.6.1 No employee shall receive compensation for greater than their max allowed carryover (see Article 9.4) plus any hours accrued during the current year.
- 9.6.2 An employee who fails to provide a two (2) week advance notice of resignation or retirement shall forfeit their rights to earned vacation cash out. The two (2) weeks advanced notice may be waived by the Mayor in situations that would make such notice by the employee impossible.

9.7 **Payment of Vacation Leave Upon Death** — In the event of the death of an employee, the employee's estate will be paid in a lump sum for the total accrued and unused vacation leave hours at the employee's regular hourly base pay rate plus longevity if applicable, in effect at the time of death.

9.8 **Donations Of Vacation Leave** - Donations of Vacation leave permit employees to aid any City employee who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the employee to resume their normal duties or the duties of another position with the City or another employer.

9.8.1 **Eligibility** - An employee who (1) is suffering from an illness or injury causing their extended absence from work, and (2) who has depleted or will shortly deplete their total available accrued vacation, compensatory leave accrual, sick and floating holiday leave, and Washington State Paid Family Medical Leave, may request donations of vacation leave. The employee making such request may restrict the scope of employees being asked to donate.

9.8.2 **Criteria For Approval** - A request for donations of vacation leave shall be submitted to the requesting employee's Department Director/Division Manager accompanied by medical documentation verifying the medical condition requiring the need for leave, and the time period during which the employee can reasonably be expected to be absent from work due to the condition. Upon verifying that the requesting employee meets all of the eligibility requirements above and upon determining that the medical documentation received provides appropriate verification of the medical condition and time period involved, the Department Director will recommend the employee's request for donations of vacation leave be approved by the Mayor. The Mayor will review the request to assure that all of the requirements set forth in this subsection have been met and, if so, shall approve the employee's request for donations of vacation leave.

9.8.3 **Notification** - Upon approval by the Mayor, all City employees, unless a restriction has been requested by the employee shall be notified of the approved request for donation of leave.

9.8.4 **Conditions Of Donation** - An employee who has been employed for at least six (6) months who desires to donate accrued vacation leave to a requesting employee will do so as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her accrued vacation leave. Employees who are utilizing donated leave to cover their own absences may not donate leave to another employee until such time as they have returned to their normal schedule, and any excess donations made to them have been returned pursuant to 9.8.6 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to his/her Department Director. The donated vacation leave will be transferred to the requesting employee's sick leave balance with the next payroll report. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour-for-hour basis. A monthly update of the condition of the employee by the attending primary medical doctor shall be required and furnished to the Department Director.

9.8.5 **Use Of Donated Leave** - An employee who has received donated vacation leave will be able to use the sick leave in the same manner as if they had personally accrued the

leave. All of the employee's accruals of sick leave, compensatory time, floating holiday, and vacation leave shall be used first each pay period. The remainder of leave needed will then be deducted from the employee's donated leave bank.

**9.8.6 Return Of Excess Leave Donations** – Donated leave will remain in the employee's sick leave balance for a period of six (6) months from an employee's return to work. In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. Time donated for this purpose will not be considered as time used during the donor's performance rating period.

**9.9 Cancellation of Vacation Leave by City** - If an employee has an approved vacation canceled by the City, the City will reimburse the employee for all verifiable non-refundable expenses incurred by the employee after the date the Leave Request was approved.

## **ARTICLE 10      HOLIDAYS**

**10.1 Holidays Observed** – The following holidays will be observed by the City:

<b><u>HOLIDAY</u></b>	<b><u>DATE OBSERVED</u></b>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
One Floating Holiday	Approval of Supervisor

**10.1.1** In addition, any other holiday legally proclaimed by the Federal or State government, provided that the City takes official action to have such holiday also observed by the City.

**10.2 Alternative Days of Holiday Observation** – If a holiday observed by the City falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the day a holiday is observed by the City falls on an employee's regularly scheduled day off, the employee will receive an alternate day off as a paid holiday during the same or following pay period. Each holiday constitutes no more than one calendar day per employee.

**10.3 Floating Holiday**

**10.3.1 Floating Holiday Leave** - One (1) floating holiday (eight [8] hours) will be granted to each

employee at a time which is mutually agreed to by the employee and the employee's immediate supervisor. New employees shall have been employed for six (6) months in order to qualify for a floating holiday. Floating holiday leave may not be taken in less than one (1) hour increments.

**10.3.2.** No payment will be made upon separation of employment from the City for any unused Floating Holiday Leave.

**10.3.3** No carry-over of Floating Holiday Leave will be permitted from one calendar year to the next calendar year except as stated in 10.3.4 below.

**10.3.4** If an employee has scheduled their floating holiday (per 10.3.5) below and the City cancels it due to an emergency, the employee can carry it over into the new year. The carried over floating holiday must be taken by March 31<sup>st</sup> of the following year or it will be lost.

**10.3.5** Employees must schedule their Floating Holiday by August 31<sup>st</sup> of each calendar year.

**10.4** **Holiday Compensation (Full-time Employees)** – An employee shall receive eight (8) hours of time off with pay for each holiday observed by the City, including a floating holiday of each employee's choice. An employee who is assigned at the City's request to work an alternative schedule will receive holiday pay based on their regularly scheduled hours (i.e., an employee assigned to a ten (10) hour shift will receive ten (10) hours of time off with pay for each holiday nine (9) hour shift employees will receive nine (9) hours of pay, etc.). In order to receive holiday compensation, each employee must work or be on authorized paid leave on the scheduled workday prior to or the scheduled workday immediately after each holiday.

**10.5** **Holiday Compensation (Part Time Employees)** - Part-time employees who regularly work 20 or more hours per week will receive pro-rated Holiday Leave based upon their average normal workday, but in no case less than four (4) hours.

**10.6** **Working on a Holiday** – An employee required to work on a holiday will be compensated at one and one-half (1-1/2) times the employee's regular straight time base rate of pay plus longevity if applicable, for the time worked. If the employee is required to work four (4) or more hours on the holiday, they will also receive a mutually agreed to alternate day off. The alternate day off must be taken before any other productive leave and is forfeited if not used within the same calendar year.

## **ARTICLE 11      SICK LEAVE AND INDUSTRIAL DISABILITY**

**11.1** **Sick Leave Accrual** – Full-time employees will accrue sick leave at the rate of four (4) hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and PFML are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at .046154 for each regular hour worked as outlined above. The maximum annual accrual will be ninety-six (96) hours. Nothing in this Agreement prohibits the City from negotiating up to 40 hours of front-loaded sick leave to a new employee, subject to Mayor approval.

**11.2** The City will provide the Union Thirty days' notice of its intent to implement the following changes. Regular Accrual Not Covered by Washington State Paid Sick Leave Law - Full-time employees will accrue sick leave at the rate of 2.1667 hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and

Washington State Paid Family Medical Leave are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at 0.025 for each regular hour worked as outlined above. The maximum annual accrual of non-covered leave will be 52.0008 hours.

- 11.3 Accrual Covered under Washington State Paid Sick Leave Law (RCW 49.46)** - Full-time employees will accrue sick leave at the rate of 1.8333 hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and Washington State Paid Family Medical Leave are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at 0.011 for each regular hour worked as outlined above. The maximum annual accrual of covered sick leave will be 43.9992 hours.
- 11.4 Maximum Accrual**- The maximum combined annual accrual of leave accrued under the Washington paid sick leave and regular accrual will be 96 hours. Sick leave accrual will be pro-rated for part-time employees (Example: Employees working 20 hours per week will accrue forty-eight (48) hours per year).
- 11.5** Employees will be required to indicate which leave bank they are utilizing on their completed Leave Request/Authorization Form.
- 11.6 Maximum Sick Leave Accrual** – Employees will be able to carry over sick leave to a maximum of 1160 hours of regular sick leave and 40 hours of Washington State Paid Sick Leave on January 1<sup>st</sup> of each year. Max sick leave accrual will be pro-rated for part-time employees.
- 11.7 Sick Leave Retirement Payment** – An employee who retires from City service on a service or disability retirement will be provided a Sick Leave Retirement Payment at thirty-five percent (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 960 hours (a maximum total of 336 hours). The payment will be made to the employee at the employee's regular base hourly pay rate plus longevity if applicable, in effect at the time of retirement. Each year by December 1 the bargaining unit will notify the City whether eligible employees who retire from City service in the following calendar year shall have their accrued sick cash out contributed to an HRA-VEBA Plan.
- 11.8 Payment of Sick Leave Upon Death** – In the event of the death of an employee, the employee's estate will be paid for the total accrued and unused sick leave hours at the employee's regular base hourly pay rate plus longevity if applicable, in effect at the time of death.
- 11.9 Sick Leave Use** – Sick leave shall not be granted in advance of actually being accrued. Sick leave will be made available to each employee up to the amount of each employee's accrued sick leave balance and shall be used in increments of no less than one-quarter (1/4) hour to cover an employee's absence from their regularly scheduled work hours (prior to using vacation, comp time or floating holiday, unless leave is covered under the Family Care Act) due to:
- 11.9.1** The temporary disability of an employee resulting from their personal illness or injury.
- 11.9.2** Providing care for: a) a child of the employee under the age of 18 when they have a health condition that requires supervision or treatment; or b) a spouse, parent, parent-in-law or grandparent c) a State Registered domestic partner; d) any person for whom the employee is a legal guardian; e) adult son or daughter, incapable of self-care because of a physical or mental disability, of the employee who has a serious or emergency health condition.

- 11.9.3** Attending medical, dental and/or oculist appointments as needed for preventive or rehabilitative health care of the employee or the employee's children when such care requires parental presence to supervise or authorize treatment.
- 11.9.4** Upon the birth or adoption of a child, an employee may use accrued sick leave pursuant to FMLA.
- 11.9.5** Providing care for an employee's immediate family member as provided for in Section 11.9.2, when the family member has a health condition that requires the assistance of an adult caretaker until such time as other care can be arranged. No more than forty (40) hours of sick leave can be used for this purpose for the following family members: brother, sister, brother/sister in-law, grandparent's in-law, grandchildren, domestic partner, a person for whom the employee is a legal guardian, unmarried adult son or daughter incapable of self-care because of a physical or mental disability, and step relations as described herein of both the employee and the employee's spouse. (Revised RCW 49.12.270)
- 11.9.6** Only when an employee has exhausted all sick leave accrued may they use other types of leave to cover his/her absence.
- 11.9.7** **Leave Without Pay** – Employees may not be in a Leave Without Pay (LWOP) status until all leave accruals have been exhausted, except as provided in Article 12.1 – Bereavement Leave, or unless an employee must report to work for a regularly scheduled shift ten (10) or fewer hours after departing from work. An employee shall be permitted Leave Without Pay (LWOP) status in the foregoing instances, provided the employee has obtained approval in advance from the Department Director/designee, who will have discretion to approve each request on a case-by-case basis. This article does not apply to leave taken under the Paid Family Medical Leave Act or when using Washington State Sick Leave.

**11.10 Washington State Paid Sick Leave Usage** – An employee can use this leave bank for:

- 11.10.1** An absence resulting from an employee's mental or physical illness, injury, or health condition, to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or an employee's need for preventive medical care.
- 11.10.2** To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- 11.10.3** When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 11.10.4** This bank may be used for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- 11.10.5** Any other reason allowed by state law.

**11.10.6** Employees are entitled to begin using this leave beginning on the ninetieth calendar day after the commencement of their employment.

**11.11 Notification of Sick Leave Use** – An employee who is absent or expects to be absent from work due to causes specified in Article 11. above, will provide notification as follows:

**11.11.1 Routine Appointments** – An employee who schedules a routine medical, dental or oculist appointment will make every reasonable effort to schedule such an appointment at a time, which will cause the least interference with departmental operations. The employee shall give prior notice of the date and time of the appointment to his/her immediate supervisor. An employee's immediate supervisor may request that the employee reschedule routine appointments when, in the judgment of the supervisor, the scheduled absence of the employee would unduly interfere with the operations of the Department, however, the immediate supervisor will not unreasonably require an employee to reschedule routine medical, dental or oculist appointments.

**11.11.2 Unanticipated Absence** – An employee who is absent from work or will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in 11.9 and 11.10 above, will promptly notify their immediate supervisor, or if unavailable, the department/division manager by telephone as soon as practicable and will make every effort to notify their immediate supervisor, or if unavailable, the department/division manager within the first one-half hour of each work day or, if possible, within the one-half hour preceding each work day of absence. In the event neither the immediate supervisor nor the department/division manager can be contacted directly, the employee may leave a voice mail message. However, the employee is obligated to speak directly to the employee's immediate supervisor or the department/division manager during the day of the employee's absence. Each employee will be given contact information (including office/cellular/text), to the employee's immediate supervisor and department/division manager. In the event of a prolonged illness or injury, the Department may exempt an employee from the requirement to report their absences on a daily basis and may establish an alternative reporting arrangement appropriate to the circumstances.

**11.11.3 Sick Leave during Authorized Paid Leave** – An employee who becomes ill or is injured during their paid vacation or compensatory time off for accumulated overtime, may request the conversion of such paid leave to sick leave with pay by promptly notifying the department of the illness or injury and providing such information as is required by the department to verify the appropriateness of such a conversion.

**11.12 Sick Leave Documentation and Approval** – An employee who has been absent on sick leave will, within the first workday after returning to work, complete and submit a request for approval of sick leave on the City's Leave Request form and provide such information as is required by the Department to approve the use of sick leave with pay for the absence. Sick leave must be approved by the Department prior to payment. The Department will not unreasonably withhold approval of sick leave with pay from employees.

**11.12.1 Sick Leave Certification** – When taking leave not covered under Washington State Paid Sick Leave Law, the Department may require an employee to provide a professional physician's certification of an employee's, child's or family member's illness or injury as a condition of approving sick leave with pay. In the event the Department intends to require such verification, the employee will be notified of the requirement prior to returning to work



- 11.12.2 **Sick Leave Certification** When taking leave under Washington State Paid Sick Leave Law— After an employee has been absent for more than three (3) consecutive workdays, the Department may require verification that the employee's absence was for a qualifying reason in accordance with state law. In the event the Department intends to require such verification, the employee will be notified of the requirement prior to returning to work
- 11.12.3 **Return to Work/Fitness for Duty Certification** - The Department may require an employee to provide a Fitness for Duty certification completed by a professional physician that the employee is sufficiently recovered as to be able to return to work and assume their normal duties prior to the employee returning to work or, in the event the employee has appeared at work, prior to resuming work. If the department does not allow the employee to return to work due to the need for a Fitness for Duty certification, the employee will be allowed to continue the use of sick leave.
- 11.13 **Industrial Disability Leave** — An employee who incurs a work-related illness or injury and who qualifies to receive Workers' Compensation benefits will be allowed to use accrued sick leave to supplement the Workers' Compensation benefits so as to provide the same gross pay they would have received for full-time, active service. In no event will the combination of Workers' Compensation and employee sick leave exceed 100% of an employee's regular pay rate at any time of the disability period.
- 11.14 **Sick Leave Incentive** - Employees who do not utilize any collectively bargained sick leave in a full calendar year will have 8 hours of vacation added to their leave bank in January of the following year.

## **ARTICLE 12      OTHER PAID LEAVE**

- 12.1 **Bereavement Leave** — An employee will be granted three (3) days of bereavement leave per qualifying event for attending funerals in the State of Washington and five (5) days for out of state funerals of members of the employee's immediate family. Immediate family shall be defined as spouse, child, child's parent, mother, father, mother/father in-law, brother, sister, brother/sister in-law, grandparents, grandparents in-law, grandchildren, step relations as described herein of both the employee and the employee's spouse and any person for whom the employee is a legal guardian. The first three (3) days of time off for Bereavement Leave will be compensated at the employee's current rate of pay. The additional two (2) days of time off for bereavement leave shall be charged against an employee's vacation, floating holiday, sick leave or compensatory time leave balance at the option of the employee. Additional time off may be requested by the employee and granted by the Department Director/Division Manager in extenuating circumstances and LWOP may be granted upon request by an employee with the approval of the Department Director on a case-by-case basis. Bereavement leave hours paid by the City shall not count toward computation for overtime purposes.
- 12.2 **Jury Duty, Witness Leave** — An employee shall be granted a leave of absence with pay for the purpose of reporting to or serving on jury duty or serving as a witness on a case relating to their job with the City, except in those instances when the employee is involved as a party in an action being taken against the City. Any juror or witness fees received by the employee for the performance of such duties shall be assigned to the City. If more than 2.5 hours of their workday remains at the time of release from jury duty or serving as a witness, the employee shall report for duty.
- 12.2.1 **City Notification** - Employee shall be required to notify the City immediately upon receipt of written notification from the Court that they must report for Jury Duty or serve as a

Witness as the result of a case related to their employment, by submitting a Leave Request form with a copy of the Jury Duty/Witness Notice attached. Upon telephone confirmation by the Court to report, employee shall immediately notify the on-duty supervisor.

- 12.3 Military Duty Leave** – An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) workdays annually. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay (unless the employee chooses to use accrued vacation leave or compensatory time) and shall be granted by the City. An employee receiving up to twenty-one (21) workdays of training or serving on active duty shall receive their regular pay and the amount received from the Federal or State government, pursuant to RCW 38.40.060 as may be amended from time to time. During periods of military conflict, employees are entitled to up to fifteen (15) days of unpaid leave before their spouse is deployed or while their spouse is on leave from deployment.
- 12.4 Domestic Violence Leave** – Pursuant to State Law, Domestic Violence Leave provides additional leave rights to employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of victims. It entitles employees to take leave to receive medical treatment, attend legal proceedings, or address safety concerns arising out of domestic violence, sexual assault, or stalking as outlined in City Human Resources Policy 3-20-19.
- 12.5 Administrative Leave** - Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the City (e.g., to diffuse a work-related or personal problem or to conduct an investigation). The City may place certain restrictions on an employee on Administrative Leave and require them to be available during his/her normal work schedule. Employees normally scheduled to work on other than an 8 AM to 5 PM schedule shall be put on a 9 AM – 5 PM schedule when placed on Administrative Leave. If an employee is unavailable at any time during the alternative time schedule, then a leave slip must be turned in to cover the amount of time the employee will be unavailable.
- 12.6 Emergency Leave** – In the event of an unforeseen emergency which requires the absence of an employee, the employee will promptly notify their immediate supervisor, or in the absence of the immediate supervisor, the manager on duty in the Department within the first one-half hour of each workday or, if possible, within the one-half (1/2) hour preceding each workday of absence. Such emergency leave shall be charged to an employee's unused vacation, floating holiday or compensatory time leave balance.

## **ARTICLE 13 RETIREMENT BENEFITS**

- 13.1 State Retirement System** - Each employee will be enrolled in the Washington State Retirement system for which they are qualified. Contributions to the Retirement system will be made on a pre-tax basis. Each employee will be covered by the federal Social Security Act.

## **ARTICLE 14 INSURANCE BENEFITS**

- 14.1 Medical Insurance** – The City will make medical insurance coverage available to employees and their dependents, as follows or another plan of equivalent or better coverage:

AWC's HealthFirst 250 Plan

Kaiser Permanente \$20 Co-Pay Plan

**14.2 Insurance Premium Payments** – Payment of insurance premiums will be made as follows:

- 14.2.1.** Employees will be required to pay the following contributions towards the monthly premiums for medical coverage:

Employee only coverage:	Employee	0%	City	100%
Dependents coverage:	Employee	20%	City	80%

Regular part-time employees shall be entitled to a pro-rated contribution for medical insurance coverage by the City as follows:

Hours worked per week	City Contribution
Less than 20 hours per week	None
An average of at least 20 hrs. but < 32 hrs./week	75%
An average of at least 32 hrs. and up	100%

Employees are required to work at least eighty (80) hours in their final month of employment to be eligible for medical and dental benefits.

If the City and full-time employees mutually agree to temporary furloughs or temporary reduction in hours that would bring the employee's hours below 32 per week, these employees would be considered full-time (working above 32 hours per week) in regards to this article.

- 14.2.2** Dependents of employees in Domestic partnerships that have filed their status with the State as required by law and have met the minimum affidavit requirements are eligible for coverage.

- 14.2.3** **STIPEND IN LIEU OF MEDICAL COVERAGE** - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of creditable coverage through his/her spouse or other source shall be entitled to receive a monthly stipend as follow:

Employee Only	\$250.00
Employee & Spouse	\$300.00
Employee, Spouse & 1 Dependent	\$350.00
Employee, Spouse & 2 Dependents	\$400.00
Employee & 1 Dependent	\$300.00
Employee & 2 Dependents	\$350.00

Employees are required to work at least eighty (80) hours in their final month of employment to be eligible for the medical stipend.

Paid per pay period as permitted and subject to all State and Federal laws and restrictions. Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at any time during the year if a qualifying event occurs which would change their status (e.g., marriage, divorce, spouse loss of job or medical coverage). Since both Regence HealthFirst 250 Plan and Kaiser underwriting requirements require a 75% participation rate, in the event that there is less

than a 75% participation rate due to employees waiving medical coverage, the City may cease offering the stipend due to the adverse impact upon those insured.

- 14.3 **Dental Insurance** — The City will provide the same benefit levels as are contained in the Washington Dental Service Plan F dental program for employees and their dependents and provide for full payment of insurance premiums.
- 14.4 **Insurance Benefits Committee** - The Insurance Benefits Committee will be comprised of the following members: Mayor or designee, Human Resources Manager or designee, Financial Services Director or designee, one employee selected by the non-represented management and professional employees, and one individual selected by each of the recognized unions. The committee will elect a chair and any other officers it deems appropriate and shall meet annually.
- 14.5 **Changes in Law** - In the event changes in state or federal law create an impact on the present health and welfare premiums or plans, the parties will reopen negotiations on such subject.
- 14.6 **Vision Insurance** — The City will pay the premium for the Washington Teamsters Welfare Trust Vision Plan for all bargaining unit employees employed in the previous month. It shall be the responsibility of the employee to ensure that the required paperwork is completed in a timely manner in order to enroll themselves and/or dependents.
- 14.7 **Dependent Coverage for Extended LWOP** - If an employee is out on Leave Without Pay in excess of 10 consecutive working days, unless such leave qualifies for FMLA and/or L & I covered illnesses or injuries, they may be responsible for both the City's and employee's portion of dependent coverage premiums.

If an employee is out on Leave Without Pay in excess of twenty five (25) consecutive calendar days, unless such leave qualifies for FMLA and/or L & I covered illnesses or injuries, they will be responsible for both the City's and employee's portion of the employee and dependent coverage premiums.

- 14.8 **Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA/VEBA)** — Union members, as a group, may vote to make contributions via payroll deduction to their HRA/VEBA account. The amount of the HRA/VEBA contribution may be adjusted by a majority vote of the Union members, no more than once per year, and with appropriate notice to the City. If the Union members vote to participate in an HRA/VEBA program, the City will establish a Standard HRA/VEBA plan and/or a Post-separation HRA/VEBA plan for each employee who is eligible. Any associated fees will be paid for by the employees.

## **ARTICLE 15      WORK RELATED EXPENSES**

- 15.1 **Uniforms** — The City will provide new and replacement uniforms for each employee in the department whenever the Department Director/Division Manager determines it is in the best interest of the City. The characteristics of the uniform and what will constitute the uniform shall be at the sole discretion of the Department Head or designee.
- 15.1.1 Employees furnished uniforms shall be required to wear their uniform when performing work and required by the department.
- 15.1.2 Standard uniforms provided by the City through uniform service contracts; i.e., shirts, pants and jackets, will be maintained by the City at City expense. All other uniform apparel such

as polo shirts, tee shirts, etc., purchased by the City shall be maintained by the employee at the employee's expense.

**15.1.3** Employees are expected to take reasonable care of their uniforms. Employees shall notify their supervisor when uniforms are in need of replacement and/or repair.

**15.1.4** City uniforms shall not to be worn during non-work hours or to non-work locations, except for incidental stops to or from work and meal periods.

**15.1.5** While in uniform, employees shall not publicly drink intoxicating liquor, be publicly intoxicated or under the influence of a controlled substance.

**15.1.6** The City shall reimburse employees, up to a maximum of \$150.00 per year, for OSHA approved prescription safety glasses or for prescription welding hood lenses when necessary (due to glasses being damaged or prescription changes).

**15.2** **Cleaning Allowance** - The cleaning allowance for Warrant Officers shall be \$350.00, which shall be paid in the pay period ending January 15th. Should an employee separate from City employment during the year, a pro-rated reimbursement to the City for the cleaning allowance shall be withheld from the employee's final paycheck based on the number of months left in the calendar year.

**15.3** **Uniforms** - The City will provide five (5) uniforms to Warrant Officers and Probation Officer(s). Warrant Officers will be reimbursed up to \$275 dollars to replace worn out tactical boots. This reimbursement is on an as needed basis, but no more than annually.

**15.4** **Tool Allowance** - Vehicle Maintenance:

**15.4.1** The City will provide an annual tool allowance per mechanic to buy more efficient tools or to replace lost, broken, or stolen tools as follows:

In the amount of \$700.00. All large tools purchased by the city under article 15.4.4 and 15.4.6 are property of the City and shall only be used for City related business

**15.4.2** Payment of the tool allowance will be made in the pay period ending January 15th.

**15.4.3** Should an employee separate from City employment during the year, a pro-rated reimbursement to the City for the tool allowance shall be withheld from the employee's final paycheck, based upon the number of months left in the calendar year.

Example: Employee receives \$700.00 tool allowance in January and then separates from employment in May. Employee would be required to reimburse the City in the amount of \$408.33 (\$700.00 divided by 12 = \$58.33 /month x 7 months {June through December}).

**15.4.4** The City will purchase all specialty or new tools that are required to perform the job because of changing technology or City equipment.

**15.4.5** Replacement of tools lost or stolen on City property or while performing City business will be replaced in accordance with City Policy #5-20-05.

**15.4.6** All special and heavy duty tools, power tools, and tools larger than one-half (1/2) inch drive will be furnished and maintained by the City. The City will service and repair all employee owned pneumatic and calibrated tools.

**15.5** **Safety Shoes** – The City will reimburse employees up to a maximum of \$275.00 for the cost of one pair of WISHA approved safety or calked shoes/boots, when the Department/Division has determined that they are needed or require replacement. This reimbursement is on an as needed basis, but no more than every 12 months. Probationary employees are eligible for reimbursement. This includes inspectors, Probation Officers and Evidence Technicians. Administrative staff are not eligible for safety shoes unless they are required to work in the field on sites that require safety shoes.

**15.6** **CDL License & CDL Physical** – When a Commercial Driver's license (CDL) is required for a position by the City, the City will only pay for the cost of the CDL endorsement and required physical examination when making initial application and upon any required renewal.

**15.6.1** Employees will use the City's contracted physician or clinic for CDL exams, or they will only be eligible to be reimbursed up to the amount the City would have paid.

**15.6.2** CDL Training – When the City pays the cost of CDL training and testing for an employee, the employee will be responsible for reimbursing the City 100% of the training and testing costs if they leave employment within one year of obtaining their CDL endorsement. If the employee leaves within two years of obtaining the endorsement they will be required to reimburse the City 50% of the training and testing costs. An employee who fails to obtain a CDL may be terminated (see Article 15.9).

**15.7** **License/Certification Differential Pay** -Employees who are required by the City to have a Washington State certification or license above the minimum certification level set forth below will receive fifty dollars (\$50.00) per month for each current certificate above the established minimum. Certifications obtained outside of the certification series identified for the division or work group will be considered only when such certification benefits the City as determined by the Director of Public Works & Utilities. Any certification beyond one level above the certification required for the employee to do his/her job will not result in any additional \$50 license differential. This provision shall not apply to employees who are currently receiving multiple license differentials as of 12/31/08; however, keeping licensing current shall be the responsibility of the employee, and should any certification lapse, any differential for such license shall no longer apply.

**15.7.1 WWTP (WWTP Operator Certification Series)**

WWTP Operator I- WWTPO Group II Plant

WWTP Operator II – WWTPO Group III Plant

WWTP Lab Technician - WWTPO Group II Plant

WWTP Operations Supervisor - WWTPO Group III Plant

**15.7.2 Water Operations (Water Distribution Certification Series)**

Water Operator - Water Distribution Manager I

Water Operator Sr. - Water Distribution Manager II

Water Operator Lead - Water Distribution Manager II

Water Operations Supervisor - Water Distribution Manager III

*Environmental Technician and Water Resources Assistant (Water Distribution, WWTP Operator, or Sewer Collection Certification Series) Level II Certification in any Series. Differential pay is allowed for certifications above Level II for one series only.*

**15.7.3 Water Maintenance (Water Distribution Certification Series)**

Water Distribution Supervisor - Water Distribution Manager III

**15.7.4 Cross Connection Control Specialist (Cross Connection Control and Backflow Assembly Tester Certification Series)**

Cross Connection Control Specialist I

**15.7.5 Storm/Sewer Maintenance (Sewer Collection System Certification Series)**

Utility Service Specialist Supervisor - Sewer Collection System Level III

**15.7.6 Automotive Maintenance Technicians (Automotive Service Excellence Certification Series)**

One ASE Master Certification - Automotive, Heavy Equipment, or Emergency Vehicle Technician. **Differential pay is allowed for each additional Master Certification**

**15.7.7 Electronics (International Municipal Signal Association - Traffic Signal Certification Series)**

Electronics Technician - IMSA Level II - Traffic Signal

**15.7.8 Traffic Maintenance (International Municipal Signal Association - Signs and Markings Certification Series)**

Sign Shop Service Specialist Supervisor - IMSA Level III - Signs and Markings

**15.7.9 Engineering (Professional Engineer and Land Surveyor). There is no Certification Pay allowed for EIT or LSIT Certifications.**

Engineer I - Engineer-In-Training Certification **or Land Surveyor-in-Training Certification**

Engineer II - Engineer-In-Training Certification

Engineer III - Professional Engineer

- 15.8 Maintenance of Certifications** — The City will reimburse an employee for the actual costs of obtaining and maintaining a professional or work related certification including a CDL license, which is required by the City or has been required as a condition of working in a particular classification.

- 15.9 Failure to Maintain/Obtain Required Certifications** – Employees who fail a test for a required certification or license shall be allowed to take the test again on paid work time and at the Employer's expense as long as the second attempt occurs within six (6) months of the initial failure. If the test for the certification or license is not available in six (6) months, then the employee may take the test as soon as it becomes available. If the employee fails the test a second time, the employee may, upon written approval from the employee's department director, take the test a third time on paid work time, but the test fee will be at the employee's expense. Any additional attempts must be approved in writing by the employee's department director and will be made on the employee's own time (which may include vacation or compensatory time at the employee's request) and at the employee's expense. Employees must successfully obtain any required certification or license within the time frame specified in their position's job description or offer letter. All test scheduling, regardless of attempt, must be coordinated with and approved by the employee's supervisor when the test occurs during the employee's work hours in order to ensure a minimal impact to employer operations. If an employee fails to obtain or maintain a certification required in order to perform the essential duties and functions of their position, they shall be terminated, unless the employee can demonstrate that they were not permitted by the City to attend the required training and instead required to work. In the case of a CDL license, an employee may be terminated.
- 15.10 Meal Expense** – The City will reimburse an employee up to fifteen dollars (\$15.00) dollars per meal for meal expenses when the employee is required to work during a bona fide emergency situation after completing their regular workday, provided that the employee works at least three (3) additional hours during a twenty-four (24) hour period. To receive reimbursement for meal expense, the employee will submit an appropriate expense claim form and original receipt.
- 15.11 Travel Authorization and Expense Reimbursement** – Travel authorization and expense reimbursement shall be pursuant to Chapter 2.74, Travel Authorization and Expense Reimbursement, of the Bremerton Municipal Code.

## **ARTICLE 16 SUBCONTRACTING WORK**

- 16.1** The City of Bremerton and the Union will agree that conditions surrounding decisions to subcontract work normally performed by non-uniformed employees are subject to the following: The City will provide a minimum of thirty (30) days advance notice of its intention to subcontract out work and bargain the impact of such proposed subcontracting. In the event the City enters into a contract, depending on the needs of the City at that time, the City shall have the option to either keep those affected employees employed in any job classification for which they are qualified, at their current rate of pay, or to pay them under the following conditions: Either one (1) week of severance pay or continued employment for each completed year of regular employment with the City, up to a maximum of 16 weeks. Employees will be cashed out of all vacation leave accrued as provided by current agreement. Pay out for Sick leave accrual will be granted only to those employees who are within five (5) years of earliest retirement under (PERS), and then at a maximum not to exceed seventeen and one-half percent (17.5%) of their existing balance. Those affected employees will also be placed on a Layoff Register pursuant to Article 36 Layoff/Recall.

## **ARTICLE 17 EMPLOYEES STILL COVERED BY CIVIL SERVICE**

- 17.1** Police and Fire Department non-sworn employees covered by this collective bargaining agreement retain their Civil Service rights pursuant to State law.



## **ARTICLE 18      DRUG FREE WORKPLACE**

- 18.1**     The maintenance of a drug-free workplace is essential to the safety and welfare of City employees. The following provisions will apply to employees covered by this agreement:
- 18.2**     **Controlled Substances** -
- 18.2.1**     The unlawful manufacturing, distributing, dispensing, possessing or using of a controlled substance or alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
- 18.2.2**     As a condition of employment, all employees must notify their Department Director/Division Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.
- 18.3**     **Prescription or Over-the-Counter Drug Use** — The use of prescription and over-the-counter drugs which compromise safety in the workplace, or the quality of the employee's work product is prohibited.
- 18.4**     **Employee Sanctions** — It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions could result in immediate disciplinary action against the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.
- 18.5**     **Drug Abuse Education Program** — The City will utilize all available City resources, such as the Police Department, to educate employees as to the dangers of drug abuse.
- 18.6**     **Confidentiality** — The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court orders.
- 18.7**     The parties have agreed to the City of Bremerton Human Resources Policy 3-20-03 “Drug and Alcohol Policy” for employees required to have a Commercial Driver’s License, with an effective date of January 1, 1996. The parties agree that the City of Bremerton Human Resources Policy 3-20-05 Drug and Alcohol Policy” will apply to employees not required to have a CDL, however, they will not be subject to random testing.

## **ARTICLE 19      BUS PASSES**

- 19.1**     The City will provide Kitsap Transit bus passes to employees working in the downtown core who request bus passes. To be eligible to receive such passes, the employee must ride the bus to and from work an average of three (3) times a week. The City will establish procedures for the issuance of bus passes to employees. It shall be understood that an employee issued a bus pass is not eligible to receive free downtown parking.

## **ARTICLE 20      MANAGEMENT RIGHTS**

- 20.1**     The Union recognizes that the City has the responsibility and authority to advance to the fullest extent possible the economy of operation of the City and to protect the primary interests of the citizens of the City. The Union recognizes the prerogative and responsibility of the City to operate and manage its affairs in all respects in accordance with its lawful authority whether heretofore or hereafter exercised and regardless of the frequency or infrequency of the exercise of such rights.

- 20.2** The management of the City, and the direction of the City's working forces, including the right to hire, suspend or discharge employees for just cause (newly hired probationary employees without cause), promote employees, demote employees for just cause, to assign jobs, to transfer employees within the bargaining unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operation and the methods, process and means of operation or handling are vested exclusively in the City unless such authority or right is abridged, delegated, or modified by this Agreement.
- 20.3** The City shall have the right to determine reasonable schedules of work (part-time, eight, nine or ten hours shifts) and to establish the methods and processes by which such work is performed including the right to establish employee evaluation processes and standards of performance and to maintain order and efficiency through the establishment and enforcement of rules regarding safety, security, and conduct. The City shall have the right to designate or make changes regarding the location of its offices, facilities, places of business, and the equipment and machinery to be utilized or to make technological changes with respect thereto.

## **ARTICLE 21 WORK STOPPAGES**

- 21.1 STRIKES/LOCKOUTS PROHIBITED-** The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective during the term of this Agreement. Accordingly, it will be a violation of this Agreement for the City to cause a lockout of its employees or for the Union to call, encourage, or participate in any strike, sympathy strike, slowdown, or other work stoppage. Employees engaging in any of the aforementioned activities will be subject to disciplinary action.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

### **22.1 Definitions:**

**22.1.1 Grievance** — A grievance is an alleged contract violation, question, or challenge raised by a bargaining unit employee or the Union as to the correct interpretation or application of this Agreement by the City. Such allegation, question, or challenge is to be resolved through this Grievance Procedure.

**22.1.2 Disciplinary Appeals** — Bargaining unit employees who have been suspended, demoted or terminated may appeal their discipline either through the grievance procedure or to the Appeals Board (Civil Service Commission), but not both.

**22.2 Step 1** — An employee or Union representative who believes that a question exists as to the correct interpretation or application of this agreement will first discuss the action giving rise to the belief with the immediate supervisor involved within thirty (30) calendar days of the date the action took place or within thirty (30) calendar days of the date upon which the employee could reasonably have been expected to know of such action. The employee will have the right to be assisted by an authorized Union representative during this discussion if they request one. For payroll errors, the time limit shall be six (6) months from the date the action took place or within six (6) months of the date upon which the employee could reasonably have been expected to know of such action.

**22.3 Step 2** — In the event that the immediate supervisor does not resolve the grievance to the satisfaction of the employee or the Union within a period of fourteen (14) calendar days at Step 1 of this procedure, the employee or the Union Representative will reduce the grievance to writing and will state: the

section (or sections) of this agreement which is alleged to have been interpreted or applied incorrectly; an explanation of the grievance in detail, including dates, actions and such other information needed to understand the facts and circumstances giving rise to the grievance; and the remedy sought. The employee will have the right to be assisted by an authorized Union representative in reducing their grievance to writing. The employee or Union representative will present the written grievance to the employee's Department Director within fourteen (14) calendar days of the date the employee received the immediate supervisor's response. The Department Director will meet with the employee and/or the employee's Union Representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The Department Director will reduce their decision to writing and will transmit the decision to the employee and the Union representative within fourteen (14) calendar days of meeting with the employee and/or the Union representative.

- 22.4 Step 3** – In the event that the Department Director does not resolve the grievance to the satisfaction of the employee or the Union representative at Step 2 of this procedure, the employee or the Union representative will transmit a copy of the original grievance along with a copy of the Department Director's written response to the Human Resources Manager within fourteen (14) calendar days of receipt of the Department Director's written response. The Human Resources Manager will consider the grievance and may convene a meeting. The Human Resources Manager will reduce their decision to writing within fourteen (14) calendar days of receipt of the grievance and transmit the decision to the Union.
- 22.5 Step 4** – In the event that the Human Resources Manager does not resolve the grievance at Step 3 of this procedure, the Union may request arbitration of the issue by written notification to the Human Resources Manager within thirty (30) calendar days of the Step 3 response. Immediately thereafter, the parties will petition the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators who are residents of the Northwest (Washington, Oregon, and Idaho).
- 22.6 Powers and Duties of the Arbitrator** – It will be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing will be kept informal and private. The arbitrator will interpret the provisions of this agreement as they apply to the issue or issues submitted for decision and will not add to, subtract from nor in any way otherwise alter nor recommend the alteration of the terms and conditions of the agreement in deciding the matter. As soon as is practicable after conducting the hearing, the arbitrator will render a written decision which will be binding upon the parties.
- 22.7 Costs of Arbitration** – The expenses of the neutral arbitrator will be borne equally by the parties. Each party will singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses and attorneys. In the event the parties mutually desire a record of the proceedings, the cost of obtaining such record shall be borne equally by both parties.
- 22.8 Time Limits** – Time limits established in this procedure will be strictly adhered to but may be waived by mutual written agreement of the Union and the City. All procedures contained herein will be complied with as expeditiously as practicable.

## **ARTICLE 23      SEVERABILITY**

In the event that any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remaining provisions of this Agreement will not be held invalid and will remain in full force and effect. The Union and the City will immediately meet and attempt to renegotiate any provision found invalid.

## ARTICLE 24 ENTIRE AGREEMENT

The Union and the City acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the City and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by the Articles of this Agreement during the term of this Agreement, except as mutually agreed upon.

## ARTICLE 25 CONFLICTING PROVISIONS

In the event that any provision of this Agreement is found to be in conflict with any other Resolution, Ordinance, Policy, Regulation or Rule of the City, the provision of this agreement will prevail.

## ARTICLE 26 LABOR MANAGEMENT COMMITTEE

**26.1 Labor Management** — The City and the Union agree that a need exists for closer cooperation between labor and management. To accomplish this objective, the Employer and the Union agree that no more than five (5) duly authorized representatives of the Union will function as one-half (1/2) of a Labor-Management Committee, the other half being no more than five (5) certain representatives of the City named for that purpose. The Committee will meet as necessary for the purpose of discussing and facilitating the resolution of all problems, which may arise between the parties. The City will provide a draft of the minutes of the meeting to the Union's Committee members within (2) two weeks of the meeting. The Committee will be chaired by a member elected by the Committee.

**26.2 Amendments to Agreement** - Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, policies or rules, such change will be set forth in writing.

## ARTICLE 27 JOB SHARING

**27.1 Job Sharing** - The parties consider job sharing as a potential viable alternative to full-time employment. Jobs may be shared on an hourly, or daily basis.

**27.2 Job Sharing Leave** - All leave for job-sharing employees will be provided on a pro-rated basis. Insurance benefits premium costs will be determined on a case by case basis; however, the total cost to the City cannot exceed the cost for a full-time employee.

**27.3 Job Sharing Agreement** - Job sharing may only be done by mutual agreement of the employees affected and Department Director or designee. Vacant full-time positions may be announced as "Job Sharing" only if agreed to by the City and Union.

**27.4 Hours Worked** - All time worked by an employee above the base scheduled hours for the position will be considered overtime, provided, however, that the combined paid hours for the position exceed forty (40) in the work week.

**27.5 Required Sign-off** - Job sharing employees must sign a "Job Sharing Contract" acknowledging their acceptance of appropriate conditions including the following:

**27.5.1 Agreement Termination by Employees** - Either job sharing employee may request terminating the contract and returning to full-time employment. Accommodation of this request shall be subject to the availability of a vacant position. The remaining employee

may be required to work full-time until another “job sharing” employee can be found, and is approved by the Department Director or designee.

**27.5.2 Absence of Employee** - Job sharing employees agree to work full-time during the absence of the other employee, when requested.

**27.5.3 Employee Status** - Regular status for employees “job sharing” will be achieved upon successful completion of hours worked equivalent to the duration of the probationary period for the classification.

**27.5.4 Step Increases** - Step increases for “job sharing” employees shall be granted in the same manner as full-time employees on an equivalent basis.

**27.5.5 Other Conditions** - Other conditions as may be considered necessary by the Department Director or designee may be made part of the job sharing contract. Provided, however, that they do not alter any terms of this Labor Agreement.

**27.5.6 Agreement Termination by Department** - The job sharing contract may be terminated at the discretion of the Department Director or designee.

**27.6 Work Schedule/Insurance Benefits** - The negotiated job sharing contract will indicate the base schedule to be worked by each employee and the distribution of insurance benefits premium costs.

## **ARTICLE 28      TEMPORARY ASSIGNMENT AND SPECIAL ASSIGNMENT**

**28.1 Temporary Assignment** - An employee covered by this Agreement may be temporarily assigned the duties and responsibilities of a position which has a higher pay classification than their regularly assigned classification in which the incumbent employee is absent due to an extended illness, leave of absence or other extenuating circumstances. An employee who is temporarily assigned to such a position shall be compensated at five percent (5%) above his/her current base pay rate plus longevity if applicable, or the first step of the higher pay rate, whichever is greater. In no case shall an employee be paid more than the top pay step of the higher classification or serve in a temporary assignment for more than one (1) year. A temporary assignment may be extended one (1) time, on a case-by-case basis, for up to a maximum of six (6) months at the discretion of the Department Director. Such extension shall require the concurrence of the Human Resources Manager and the Union. It shall be understood that compensation at the higher pay rate shall be effective after the completion of three (3) working days in the temporary assignment, unless there is at least two (2) weeks’ written notice of the temporary assignment. The first three (3) working days of the temporary assignment shall be paid at the employee’s regular base rate of pay plus longevity, if applicable, unless there is at least two weeks’ written notice of the temporary assignment (in which case the employee will receive temporary assignment pay for the first three working days). Temporary Assignment will not affect an employee’s anniversary date for step advancement purposes.

**28.2 Special Assignment** – An employee covered by this agreement may be placed in a special assignment, rather than being permanently reclassified to a higher level to allow for employee rotation, to enhance upward mobility, or for special projects for a period of one (1) calendar year or less. A Special Assignment may be extended one (1) time, on a case-by-case basis, for up to a maximum of six (6) months at the discretion of the Department Director. Such extension shall require the concurrence of the Human Resources Manager and the Union. Special Assignments shall not to be used for staffing shortages. Compensation for Special Assignments may be granted

up to a maximum of ten percent 10% above what the current base rate of pay plus longevity if applicable is for the employee and requires the approval of the Human Resources Manager. Special Assignment will not affect an employee's anniversary date for step advancement purposes.

## **ARTICLE 29      WASTEWATER TREATMENT PLANT – EMPLOYEES**

- 29.1** Any certifications beyond one (1) level above the certification required for the employee to perform his/her job will not result in any additional \$50 license differential for 29.2, 29.3 and 29.4 below. This provision shall not apply to employees who are currently receiving multiple license differential amounts as of 12/31/08; however, keeping licensing current shall be the responsibility of the employee, and should any license lapse, any differential for such license shall no longer apply.
- 29.2** **WWTP Operator I License Differential** – WWTP Operator I employees that are required by the employer and/or choose to have a Washington State Operator's License above Group II will receive Fifty Dollars (\$50.00) per month for each current certificate above Group II.
- 29.3** **WWTP Operator II License Differential** – WWTP Operator II's that are required by the employer to have a Washington State Operator's License above a Group III, will receive Fifty Dollars (\$50.00) per month for each certificate above Group III.
- 29.4** **WWTP Operations Supervisor License Differential** – WWTP Operation Supervisor's that have a Washington State Operator's license above Group III, will receive Fifty Dollars (\$50.00) per month for each certification above Group III.
- 29.5** **WWTP Operator-in-Charge Differential** - When the employer designates a WWTP Operator-in-Charge for a minimum of one full shift, they will receive a five (5%) percent differential applied to their base hourly pay for each shift so assigned.
- 29.6** **WWTP Industrial Mechanic-in-Charge Differential** - When the employer designates a WWTP Industrial Mechanic-in-Charge for a minimum of one full shift, they will receive a five (5%) percent differential applied to their base hourly pay rate plus longevity if applicable, for each shift so assigned.

## **ARTICLE 30      TRAINEE POSITIONS**

- 30.1** **WWTP Operator Trainee Training Period** – Upon successful completion of the training period the WWTP Operator Trainee shall be reclassified as a WWTP Operator. The training period shall be not less than six (6) months and no more than twenty-four (24) months, contingent upon when employee obtains the required license.
- 30.2** **WWTP Industrial Mechanic Trainee** - Upon successful completion of the training period the WWTP Industrial Mechanic Trainee shall be reclassified as WWTP Industrial Mechanic. The training period shall be not less than six (6) months and no more than eighteen (18) months, contingent upon when the employee has obtained the knowledge, skills and abilities to be able to perform the essential functions with limited supervision.
- 30.3** **Utilities Service Specialist Trainee** – Upon successful completion of the training period the Utilities Service Specialist Trainee shall be reclassified as a Utilities Service Specialist. The training period shall be not less than six (6) months and no more than eighteen (18) months, contingent upon when employee obtains the required license.

**30.4** Trainee Positions (Any Regular Position) – The Employer retains the right to hire employees into trainee positions for any regular position when an applicant does not meet all the minimum qualifications for the regular position. Trainees are required to become sufficiently proficient in the performance of the essential functions of the regular position with limited supervision within a minimum training period of six (6) and a maximum of twenty-four (24) months from entry into the position. If at the end of the trainee period, incumbents are not able to perform the essential functions with limited supervision, they shall be removed from the position in accordance with Article 30.5. Employees who are successful in completing the training period will automatically be promoted to the regular position without testing. During the training period employees will be paid two pay grades below the regular position. The length of the trainee periods will be defined in the trainee job description for each position.

**30.5** **Failure to Successfully Complete Training Period.** – If between six (6) and twenty-four (24) months (as established by the trainee job description) employee does not qualify to advance to the non-trainee position they will be returned to the class they previously held, provided they held such class in a non-probationary status.

Employees who did not previously hold a bargaining unit position are considered to be in a probationary status during the entire training period.

#### **ARTICLE 31 TEAMSTERS SUPPLEMENTAL PENSION PLAN**

The City agrees to allow the bargaining unit employees the opportunity to voluntarily participate in the Teamsters Supplemental Pension Plan. It shall be understood that participation in this plan shall be strictly voluntary and that 100% of the cost of participation shall be the sole responsibility of the employee.

#### **ARTICLE 32 DOWNTOWN PARKING**

The City shall provide free parking for all bargaining unit members who are assigned to work on a regular basis in the downtown area.

#### **ARTICLE 33 AUTOMATIC PROMOTION FROM PLANNER I TO PLANNER II AFTER THREE (3) YEARS**

Employees hired as Planner I who successfully complete three (3) years of employment with the City as a Planner I, upon reaching their third (3<sup>rd</sup>) year anniversary date, will be automatically promoted to Planner II without testing as long as his/her 3<sup>rd</sup> year annual evaluation reflects a “Meets Expectations” or higher rating. If a Planner fails to receive their 3<sup>rd</sup> year annual evaluation in a timely manner, it shall be assumed that their performance “Meets Expectations” and they will be promoted to Planner II. This does not preclude the City from promoting a Planner I to a Planner II position through the normal promotional testing process prior to reaching his/her 3<sup>rd</sup> year anniversary.

#### **ARTICLE 34 DISCIPLINE**

**34.1** **Coordination of Discipline** - Prior to the imposition of any discipline or discharge of a regular employee, the Department will coordinate the action contemplated with the Human Resources Manager and City Attorney’s office to ensure that the proper procedures are followed.

**34.2** **“Just Cause” Discipline** - Discipline shall be imposed for **just cause**.

**34.3 Types of Discipline** - The Department Director or Division Manager (except for termination of employment which can only be imposed by the Department Director) may administer the following types of discipline provided, however, the following list shall not be construed to set forth any necessary sequence of progressive discipline and does not limit alternative methods/forms of discipline:

**34.3.1** Written reprimand.

**34.3.2** Suspension without pay not to exceed thirty (30) days.

**34.3.3** An alternative for suspension without pay may be a:

- a. Reduction in Step for a specified period of time, not to exceed an amount equivalent to five (5) days suspension.
- b. Reduction of accrued vacation leave by a specific number of hours, not to exceed five (5) days suspension.

**34.3.4 Demotion**

- a. Demotion of a regular employee to a lower position for just cause may be made by the Department Director or Division Manager. If it is proposed that the employee be transferred to another department, the receiving Department Director must give approval.
- b. A regular employee so demoted shall lose all rights to a position in the higher class, and shall not, in the event of a layoff or reduction, be placed on a layoff reinstatement register for the higher class.
- c. A demoted employee's rate of pay shall be reduced by 10%. If an employee's pay rate after the 10% reduction is greater than the top step of the position to which they were demoted, then his/her pay rate will be frozen until such time that the top step catches up to his/her frozen pay rate.

**EXAMPLE:** An Office Assistant Senior is demoted to an Office Assistant III (OA III). As an Office Assistant Senior (OA Sr.), the employee's rate of pay was \$23.06. When demoted to OA III, the employee's rate of pay is reduced by 10% to \$21.32, which exceeds the top step of \$20.69 in the OA III pay band. The employee will remain at \$21.32 until such time as the top step of OA III exceeds that hourly rate.

**34.3.5 Termination.**

#### **34.4 PRE-DISCIPLINARY HEARING**

**34.4.1** Prior to imposition of any discipline above a Written Reprimand, a pre-disciplinary hearing shall be held within ten (10) working days from the date the employee was advised of the proposed discipline to be taken. The regular employee shall be given an opportunity to respond to the charges, orally and/or in writing, as to why the department's proposed action should not be taken, and the date and time of the pre-disciplinary hearing.

**34.4.2** The Department Director/Division Manager (as applicable) shall conduct the hearing. The employee may have legal counsel and/or a Union representative present at the pre-disciplinary hearing. The employee does not have the right to confront or cross examine witnesses of the City; however, they may ask questions at the discretion of the Department Director/Division Manager.



**34.4.3** The Department Director/Division Manager shall present an explanation of the evidence at the pre-disciplinary hearing, which shall be sufficient to apprise the employee of the basis for the proposed action.

**34.4.4** Within ten (10) working days of the hearing, the Department Director/Division Manager shall advise the employee, in writing, of the outcome of the pre-disciplinary hearing, and the discipline to be imposed.

## **34.5 DISCIPLINARY APPEALS**

**34.5.1** Employees who have been demoted or whose employment has been suspended or terminated may appeal either through the grievance procedure or to the Appeals Board (Civil Service Commission), but not both. Appeals to the Appeals Board must be received within ten calendar (10) days of receipt of the notice of discipline.

**34.5.2** If an employee elects to use the grievance procedure for their appeal, it will begin at Step 3 of the grievance procedure.

**34.5.3** An employee who is issued a Written Reprimand shall be given the opportunity to have a letter of rebuttal attached to the charging document in response to the discipline taken. Such letter shall be filed with Human Resources within fourteen (14) calendar days of issuance of the discipline.

**34.6** Employees who are terminated for just cause are not eligible to apply for positions with the City for three (3) years from the date of termination.

## **ARTICLE 35 SENIORITY**

Seniority shall be determined based upon years of continuous service within the bargaining unit. However, all seniority shall be lost after twenty-four (24) months in layoff status, or upon leaving the bargaining unit for any other reason (e.g. resignation, termination or acceptance of a non-bargaining unit position). If a City employee is laid off and hired back into a bargaining unit position within twenty-four (24) calendar months of layoff, then that employee shall have all previously earned bargaining unit seniority restored.

## **ARTICLE 36 LAYOFFS/RECALLS**

**36.1** **Reductions in Force (R.I.F.)** Should the City decide to reduce the work force, layoffs shall be made as follows:

**36.1.1** By Classification and by Division.

**36.1.2** By Seniority: The City will provide at least thirty (30) days' notice to the affected employees. The affected employees shall be the least senior employees in that classification within the division. Any temporary/probationary employee in that classification will be laid off prior to any regular employee being laid off.

**36.1.3** In the event two (2) employees in the same classification have the same seniority date, seniority will be determined by going back to the original hiring register from which they were hired, and the employee with the highest overall score shall be considered to have the higher seniority.

**36.2** **Layoff Procedure** - Employees who received R.I.F. notices and were not placed in positions pursuant to this Collective Bargaining Agreement shall receive notice of layoff twenty (20) working days prior to the effective date of the layoff.

**36.2.1** All temporary employees performing similar duties as employees in the same layoff classification shall be separated from employment first.

**36.2.2** All probationary employees in the same layoff classification shall be laid off next.

**36.3** **Bumping Options Of Employees Affected By Reduction In Force** - Employees receiving R.I.F. notices shall be offered the option(s) below (in the order presented) that is available to them and must accept it or be laid off. The employee will be given reasonable time to consider these options. The options are:

**36.3.1** A transfer to a vacant position within the same **city-wide** classification (e.g. Office Assistant Senior) and with no reduction in pay.

**36.3.2** The right to bump the least senior occupant in the same citywide classification

**36.3.3** A transfer to a vacant position in the same or lesser pay grade for which the employee meets the minimum requirements and can obtain the necessary certification(s) within six (6) months. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.4** The right to bump the least senior occupant in a classification in the same pay range in the department, whether or not the employee holds previous status, provided they meet the minimum qualifications, has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period (up to 45 calendar days). (Must follow the examination procedures set forth in 36.4 below.)

**36.3.5** The right to bump the least senior occupant in a lower classification in the bargaining unit or division, whether or not the employee holds previous status, provided they meet the minimum qualifications and has greater seniority. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.6** The right to bump the least senior occupant in a lower classification in the bargaining unit or division, which the employee has not transferred out or promoted out of, provided he/she meets the minimum qualifications and has greater seniority. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.7** The right to bump the least senior occupant in a lower classification in a division that the employee had previously transferred or promoted out of provided the employee passed the probationary period for that position. Bumping into positions previously held shall be allowed without examination or a probationary period. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time they transferred out of the position. The right to bump into a lower classification or equivalent if the job title has been changed since they transferred out of the position, but the job duties have remained essentially the same, shall terminate two (2) years after the transfer out of the bargaining unit.

- 36.4 Examination Process:** Bumping permitted by sections 36.3.3 through 36.3.6 above to positions not previously held shall be made by examination as follows:
- 36.4 A.** Human Resources will provide a list of lower classifications from the applicable option (section 36.3.3 through 36.3.6) for which the employee has greater seniority.
  - 36.4 B.** The employee will choose two (2) classifications (if available) from the list of classifications provided which they feel that they are qualified for and submit an application and supplemental questionnaire for each position.
  - 36.4 C.** The application along with the completed supplemental questionnaire will be rated by a panel of three subject matter experts. The panel will include one qualified employee from the Teamsters Bargaining Unit. The panel will determine, based on the information submitted by the employee, whether or not the employee meets the minimum requirements of the position.
  - 36.4 D.** If the employee passes the rating process, they will be awarded the position. If awarded a position, a six (6) month probationary period shall be mandatory. Such probationary period shall only be based upon ability to perform the essential functions and duties of the position. If employee is not able to perform the essential functions and duties of the position, then they will be laid off and placed on the lay-off register.
  - 36.4 E.** If the employee is not awarded either of the two positions chosen, the employee will be laid off and placed on the layoff register.
- 36.5** In addition, an employee receiving a R.I.F. notice may apply for any currently available promotional opportunities, subject to meeting the minimum requirements for any position for which they are applying.
- 36.5.1** In the event there are no full-time positions available for regular employees who receive a RIF notice to bump into, they will be permitted to bump into part-time, temporary or seasonal positions for which they qualify.
  - 36.5.2** Probationary employees who receive a RIF notice will be permitted to bump into part-time, temporary or seasonal positions for which they qualify.
- 36.6 Placement of Laid - off Employees on Layoff Register -** The names of regular employees and those employees covered under 35.5.2 above, who have been laid off shall be placed on a layoff register rated by seniority (the most senior by classification or division).
- 36.6.1** Layoff registers shall be maintained by the Human Resources Department in coordination with the Union.
  - 36.6.2** An employee's name shall remain on the register for 24 months from the date of layoff.
  - 36.6.3** An employee who has bumped to a lower position shall be reinstated to his/her former position, provided a vacancy occurs within the 24-month period and they meet the minimum requirements of the position.
  - 36.6.4** An employee's name shall be removed for any of the following reasons:

- 36.6.4.1 Inability to contact the employee by certified mail at the employee's last known address.
- 36.6.4.2 Rejection by the employee of an offer to return to a vacancy in the job classification or division held previous to layoff.
- 36.6.4.3 A written statement by the employee that they have no further interest in returning to City of Bremerton employment.

## **36.7 Recall From Layoff**

**36.7.1** Upon notification by the Human Resources Department that a vacancy exists, the affected department director shall contact the most senior candidate from the appropriate layoff register and offer them the position. If the most senior candidate rejects the position, then the next senior candidate shall be offered the position, and so on. The City shall notify the Union of any recalled employee.

**36.7.2** In the event the appropriate register is exhausted, an employee on another layoff register shall be recalled to a classification vacancy, provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period of up to forty-five (45) calendar days, and provided the employee makes written application for the vacancy. In no event shall any employee be recalled into a classification higher than that from which they were laid off. Such employee shall be subject to a probationary period in the new position subject to section 35.8.6.1.

**36.7.2.1** The Human Resources Department shall exhaust the appropriate lay off register before opening the position to new hires.

**36.7.2.2** An employee recalled will be required to pass a physical exam, if required for the position, in order to determine if they are physically able to perform the essential functions and responsibilities of the position.

**36.8 Reinstatement** - An employee who is laid off may be reinstated to a vacancy within 24 months of layoff without competition. Such employees shall be credited with:

**36.8.1** Seniority and step increase dates adjusted for the time laid off shall be subject to section 35.9.3.

**36.8.2** The previous rate of sick leave and vacation accrual based on years of service as of the time of layoff;

**36.8.3** Reinstatement of previous sick leave accrual balances.

**36.8.4** Regular status only if reinstatement is to the same division from which layoff occurred and if regular status had been previously attained;

**36.8.5** Benefits in accordance with any restrictions or waiting period imposed by plan documents (Medical/Dental/Life).

**36.8.6** Any employee who is reinstated from a layoff register to a classification or division **not** previously held shall be:

**36.8.6.1** Required to serve a three (3) month probationary period. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the 24 month period established by the date of the original layoff;

**36.8.6.2** Given new seniority and increment dates for pay purposes (i.e. longevity, annual step increases);

**36.8.6.3** Given the previous sick leave accrual balances.

**36.8.6.4** Given benefits in accordance with any restrictions or waiting period imposed by the plan documents. (Medical/Dental/Life).

### **36.9 Recall Notification**

**36.9.1** Laid-off employees shall be carried by the City on a lay-off register for a period of 24 months, and shall be notified of any openings for which they are eligible. Eligible, for purposes of this Article, shall mean that the employee has previously held regular status in the classification and has not been demoted from the classification. No vacancies shall be posted, advertised or filled while there is an eligible employee on the lay-off list. An employee on the lay-off list may refuse to return to a lesser position than that from which they were laid-off without loss of all recall rights. An employee may not refuse to return to the classification from which they were laid off without loss of all recall rights.

**36.9.2** A recalled employee shall return on the date and time set by the City, which in no event shall be sooner than two (2) weeks from the time the employee was mailed a notice or recall to the last known address of the employee, unless by mutual consent to an earlier starting date. No temporary employees shall be hired to do bargaining unit work by the department while any regular employees are in lay-off status.

**36.9.3** Employees rehired from the lay-off list shall not suffer any loss of seniority or benefits as a result of lay-off, but shall not accrue seniority, wages, or benefits during lay-off.

**36.9.4** The lay-off or recall from lay-off procedures set forth above will be administered in a manner that does not unfairly discriminate against any individual employee.

## **ARTICLE 37 PROMOTION**

**37.1 Procedure** - Should a position vacancy occur, as determined by the City, the City shall be required to consider, but not necessarily select, candidates for promotion from within the bargaining unit before selecting employees from outside the bargaining unit. In any event, the City may select the applicant who, in the City's opinion, is the best qualified for any position opening in the bargaining unit, or from any source whatsoever. Vacancies will be posted internally for no less than fifteen (15) calendar days.

**37.1.1** A bargaining unit employee who is promoted shall be placed at the closest step in the new range that provides at least a five percent (5%) increase in salary and does not exceed the maximum of the pay range.

**37.1.2** The promotional probationary period shall be six (6) months.

**37.2** **Failure to Complete Probation** - The promotional probationary employee who fails to successfully complete probation shall be demoted to the lower position from which they were promoted. Such determination shall be made at the sole discretion of the City and the reasons shall not necessarily constitute just cause.

## **ARTICLE 38 EMPLOYMENT GUIDELINES**

### **38.1 General Guidelines for Employment**

**38.1.1** **Basis of Employment** – All employment with the City shall be based on merit, knowledge, skill, ability qualification and moral fitness as evidenced by:

**38.1.1.1** Education, training and experience as reflected by the application form, resume` and other documentation of certification, registration, etc.

**38.1.1.2** Written and/or performance tests (when applicable).

**38.1.1.3** After a conditional offer of employment is made, pre-employment physical and drug testing (if applicable to the position) shall be required to determine whether the individual can effectively perform the essential functions and responsibilities of the position for which they are being considered with or without reasonable accommodation. Such physical examination shall be performed by a city-designated physician and laboratory and paid for by the City.

**38.1.1.4** Background investigation including criminal history, credential/degree verification and reference checks as allowed by law.

### **38.2 Nepotism**

**38.2.1** **Immediate Family Members** - It is the City's policy that immediate family members of City employees will not be hired if:

**38.2.1.1** One member would have the authority or be in a position to supervise, hire, remove or discipline the other; or

**38.2.1.2** One member would be responsible for auditing or evaluating the work of the other; or

**38.2.1.3** Other circumstances exist, which would place the relatives in a situation of actual or reasonably foreseeable conflict between the City's interest and their own.

**38.2.2** **No Preference for Family Members** - The City conducts open and competitive hiring processes. Preference will not be given to candidates who are immediate family members.

- 38.2.3 Immediate Family** - For purposes of this Article shall be defined as: Spouse, child, brother, sister, parents, grandparents, step relations, in-laws, dependents and anyone residing in the employee's household.
- 38.2.4 Relationship Occurring During Employment** – When a relationship, as defined under immediate family in this Article occurs during employment, the two (2) affected employees may remain in their current positions provided they are not in conflict with the restrictions identified in this Article. If a conflict is created by the relationship, the City will attempt to arrange a transfer or change in position. If a suitable transfer/change in position is not available, one of the employees will be separated from City service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and the City. If a mutual agreement is unattainable, the Mayor will determine, in the City's best interest, the employee to be transferred or separated.
- 38.3 Vacancy Announcements** - The City shall post announcement notices of position vacancies on the City's website. The City will also announce openings on other websites and in publications as deemed necessary by the department and Human Resources, in all City departments and an electronic copy to the Union on the date the position is posted on the City's website.
- 38.4 Examinations or Testing** - Appointments shall be made according to skill, ability, qualification, merit and fitness, which shall be ascertained by examinations conducted under the guidance of the Human Resources division.
- 38.4.1** Examinations may be assembled or non-assembled, and may include written, oral, physical tests, performance tests, interviews, ratings, training, experience, computer-based examinations, criteria rating forms, or any combination of these.
- 38.5 Promotions**
- 38.5.1** The City shall make a reasonable effort to offer promotional opportunities to current employees when possible.
- 38.5.2** Promotional postings shall be placed on the City's internal web site and copies sent to all departments for posting on the Union bulletin boards, to the Union and shop stewards.
- 38.5.3** Current bargaining unit employees who successfully complete the examination/testing process for promotion will have seven and one half percent (7.5%) of their PASSING score added to their final score.
- 38.5.4** Human Resources will develop a policy for rating candidates for promotional opportunities.
- 38.5.5** If the Department Director in the department where a vacancy exists proposes to fill such position through the promotional process, they shall have the sole discretion to determine whether or not to consider transfer requests for the position from other bargaining unit employees in the same classification as the position vacancy. Such decision will be included in the promotional announcement.

## ARTICLE 39 TERM

This Agreement will become effective upon January 1, 2025 and will remain in effect through December 31, 2027. All requests to amend, modify or terminate this Agreement will require either party to file written notice upon the other at least one hundred eighty (180) days prior to December 31, 2027.

This agreement is hereby submitted to the Bremerton City Council by the City representative and the Union representative for the Council's consideration and approval. Upon approval, this agreement will become binding upon the City, the Union and all of the employees in the bargaining unit covered by this agreement.

**APPROVED** by the Bremerton City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025

**FOR THE CITY OF BREMERTON:**

**FOR GENERAL TEAMSTERS LOCAL  
UNION #589:**

\_\_\_\_\_  
**Honorable Greg Wheeler, Mayor**

\_\_\_\_\_  
**Robert Driskell,  
Business Representative**

\_\_\_\_\_  
**Charlotte Nelson  
Human Resources Manager**

**Approved as to Form:**

**Attest:**

\_\_\_\_\_  
**Kylie Finnell, City Attorney**

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



# APPENDIX A TEAMSTERS 2025

EFFECTIVE JANUARY 1, 2025  
6.00% General Wage Adjustment

Hours Worked Per Year: 2088		12 Mos. Step A	12 Mos. Step B	12 Mos. Step C	12 Mos. Step D	12 Mos. Step E	12 Mos. Step F	12 Mos. Step G
<b>Grade 4</b>	Annual	45,644	46,833	48,003	49,298	50,592	51,949	53,682
	Monthly	3,804	3,903	4,000	4,108	4,216	4,329	4,474
	Semi-Monthly	1,902	1,952	2,000	2,054	2,108	2,165	2,237
	Hourly	21.86	22.43	22.99	23.61	24.23	24.88	25.71
	OT Hourly	32.79	33.64	34.49	35.42	36.35	37.32	38.57
	Base +1%	22.08	22.65	23.22	23.85	24.47	25.13	25.97
	Base +2%	22.30	22.88	23.45	24.08	24.71	25.38	26.22
	Base +3%	22.52	23.10	23.68	24.32	24.96	25.63	26.48
	Base +4%	22.73	23.33	23.91	24.55	25.20	25.88	26.74
<b>Grade 5</b>	Annual	48,003	49,298	50,592	51,949	53,682	54,622	56,167
<b>Office Assistant I</b>	Monthly	4,000	4,108	4,216	4,329	4,474	4,552	4,681
	Semi-Monthly	2,000	2,054	2,108	2,165	2,237	2,276	2,341
	Hourly	22.99	23.61	24.23	24.88	25.71	26.16	26.90
	OT Hourly	34.49	35.42	36.35	37.32	38.57	39.24	40.35
	Base +1%	23.22	23.85	24.47	25.13	25.97	26.42	27.17
	Base +2%	23.45	24.08	24.71	25.38	26.22	26.68	27.44
	Base +3%	23.68	24.32	24.96	25.63	26.48	26.94	27.71
	Base +4%	23.91	24.55	25.20	25.88	26.74	27.21	27.98
<b>Grade 6</b>	Annual	50,592	51,949	53,682	54,622	56,167	57,671	59,257
<b>Office Assistant II</b>	Monthly	4,216	4,329	4,474	4,552	4,681	4,806	4,938
<b>Laborer - WWTP</b>	Semi-Monthly	2,108	2,165	2,237	2,276	2,341	2,403	2,469
<b>Laborer - Parks</b>	Hourly	24.23	24.88	25.71	26.16	26.90	27.62	28.38
<b>Laborer - Utilities</b>	OT Hourly	36.35	37.32	38.57	39.24	40.35	41.43	42.57
	Base +1%	24.47	25.13	25.97	26.42	27.17	27.90	28.66
	Base +2%	24.71	25.38	26.22	26.68	27.44	28.17	28.95
	Base +3%	24.96	25.63	26.48	26.94	27.71	28.45	29.23
	Base +4%	25.20	25.88	26.74	27.21	27.98	28.72	29.52
<b>Grade 7</b>	Annual	53,682	54,622	56,167	57,671	59,257	60,761	62,410
<b>Customer Service Representative</b>	Monthly	4,474	4,552	4,681	4,806	4,938	5,063	5,201
<b>Office Assistant III</b>	Semi-Monthly	2,237	2,276	2,341	2,403	2,469	2,532	2,601
<b>Police Records Specialist I</b>	Hourly	25.71	26.16	26.90	27.62	28.38	29.10	29.89
	OT Hourly	38.57	39.24	40.35	41.43	42.57	43.65	44.84
	Base +1%	25.97	26.42	27.17	27.90	28.66	29.39	30.19
	Base +2%	26.22	26.68	27.44	28.17	28.95	29.68	30.49
	Base +3%	26.48	26.94	27.71	28.45	29.23	29.97	30.79
	Base +4%	26.74	27.21	27.98	28.72	29.52	30.26	31.09
<b>Grade 8</b>	Annual	56,167	57,671	59,257	60,761	62,410	64,122	65,876
<b>Accounting Assistant II</b>	Monthly	4,681	4,806	4,938	5,063	5,201	5,344	5,490
<b>Automotive Tech Assistant</b>	Semi-Monthly	2,341	2,403	2,469	2,532	2,601	2,672	2,745
<b>Building Monitor</b>	Hourly	26.90	27.62	28.38	29.10	29.89	30.71	31.55
<b>Human Resource Assistant</b>	OT Hourly	40.35	41.43	42.57	43.65	44.84	46.07	47.33
<b>Recreation Program Coordinator I</b>	Base +1%	27.17	27.90	28.66	29.39	30.19	31.02	31.87
<b>Tax &amp; License Specialist</b>	Base +2%	27.44	28.17	28.95	29.68	30.49	31.32	32.18
	Base +3%	27.71	28.45	29.23	29.97	30.79	31.63	32.50
	Base +4%	27.98	28.72	29.52	30.26	31.09	31.94	32.81
<b>Grade 9</b>	Annual	59,257	60,761	62,410	64,122	65,876	67,609	69,510



Accounting Assistant III	Monthly	4,938	5,063	5,201	5,344	5,490	5,634	5,793
Legal Technician I	Semi-Monthly	2,469	2,532	2,601	2,672	2,745	2,817	2,897
Office Assistant Senior	Hourly	28.38	29.10	29.89	30.71	31.55	32.38	33.29
Police Records Specialist II	OT Hourly	42.57	43.65	44.84	46.07	47.33	48.57	49.94
Utility Service Specialist Trainee	Base +1%	28.66	29.39	30.19	31.02	31.87	32.70	33.62
Water Resources Assistant	Base +2%	28.95	29.68	30.49	31.32	32.18	33.03	33.96
	Base +3%	29.23	29.97	30.79	31.63	32.50	33.35	34.29
	Base +4%	29.52	30.26	31.09	31.94	32.81	33.68	34.62
<b>Grade 10</b>	Annual	62,410	64,122	65,876	67,609	69,510	71,472	73,414
Accounting Assistant Senior	Monthly	5,201	5,344	5,490	5,634	5,793	5,956	6,118
Asset Management Technician	Semi-Monthly	2,601	2,672	2,745	2,817	2,897	2,978	3,059
Tax and License Specialist Senior	Hourly	29.89	30.71	31.55	32.38	33.29	34.23	35.16
Therapeutic Court Coordinator	OT Hourly	44.84	46.07	47.33	48.57	49.94	51.35	52.74
WWTP Industrial Mechanic Trainee	Base +1%	30.19	31.02	31.87	32.70	33.62	34.57	35.51
	Base +2%	30.49	31.32	32.18	33.03	33.96	34.91	35.86
	Base +3%	30.79	31.63	32.50	33.35	34.29	35.26	36.21
	Base +4%	31.09	31.94	32.81	33.68	34.62	35.60	36.57
<b>Grade 11</b>	Annual	65,876	67,609	69,510	71,472	73,414	75,523	77,548
Accounts Payable Specialist	Monthly	5,490	5,634	5,793	5,956	6,118	6,294	6,462
Administrative Assistant	Semi-Monthly	2,745	2,817	2,897	2,978	3,059	3,147	3,231
Code Enforcement Specialist	Hourly	31.55	32.38	33.29	34.23	35.16	36.17	37.14
Engineering Technician II	OT Hourly	47.33	48.57	49.94	51.35	52.74	54.26	55.71
Legal Technician II	Base +1%	31.87	32.70	33.62	34.57	35.51	36.53	37.51
Parks Service Specialist	Base +2%	32.18	33.03	33.96	34.91	35.86	36.89	37.88
Payroll Specialist	Base +3%	32.50	33.35	34.29	35.26	36.21	37.26	38.25
Permit Specialist	Base +4%	32.81	33.68	34.62	35.60	36.57	37.62	38.63
Permit Technician								
Police Records Lead								
Sign Shop Service Specialist								
Street Service Specialist								
Utilities Service Specialist								
WWTP Operator Trainee								
Forest Service Specialist								
<b>Grade 12</b>	Annual	69,510	71,472	73,414	75,523	77,548	79,615	81,829
Court Security Home Detention Spec.	Monthly	5,793	5,956	6,118	6,294	6,462	6,635	6,819
Evidence/Crime Scene Technician	Semi-Monthly	2,897	2,978	3,059	3,147	3,231	3,318	3,410
DCD Project Assistant	Hourly	33.29	34.23	35.16	36.17	37.14	38.13	39.19
Deputy City Clerk	OT Hourly	49.94	51.35	52.74	54.26	55.71	57.20	58.79
Engineering Project Assistant	Base +1%	33.62	34.57	35.51	36.53	37.51	38.51	39.58
Recreation Program Coordinator II	Base +2%	33.96	34.91	35.86	36.89	37.88	38.89	39.97
Technology Communications Specialist	Base +3%	34.29	35.26	36.21	37.26	38.25	39.27	40.37
Utilities Service Specialist - Compliance	Base +4%	34.62	35.60	36.57	37.62	38.63	39.66	40.76
Warrant Officer								
Water Operator								
WWTP Industrial Mechanic								
<b>Grade 13</b>	Annual	73,414	75,523	77,548	79,615	81,829	84,146	86,318
Automotive Equipment Technician	Monthly	6,118	6,294	6,462	6,635	6,819	7,012	7,193
Crime Scene Analyst	Semi-Monthly	3,059	3,147	3,231	3,318	3,410	3,506	3,597
Engineering Technician III	Hourly	35.16	36.17	37.14	38.13	39.19	40.30	41.34
IT Specialist	OT Hourly	52.74	54.26	55.71	57.20	58.79	60.45	62.01
Parks Service Specialist Senior	Base +1%	35.51	36.53	37.51	38.51	39.58	40.70	41.75
Recreation Program Coordinator III	Base +2%	35.86	36.89	37.88	38.89	39.97	41.11	42.17
Sign Shop Service Specialist Senior	Base +3%	36.21	37.26	38.25	39.27	40.37	41.51	42.58



Streets Service Specialist Senior	Base +4%	36.57	37.62	38.63	39.66	40.76	41.91	42.99
Utilities Service Specialist Senior								
WWTP Lab Technician								
Forestry Service Specialist Senior								
<b>Grade 14</b>	Annual	77,548	79,615	81,829	84,146	86,318	88,740	91,329
Accountant	Monthly	6,462	6,635	6,819	7,012	7,193	7,395	7,611
Behavioral Health Navigator	Semi-Monthly	3,231	3,318	3,410	3,506	3,597	3,698	3,806
Building Inspector/Plans Examiner I	Hourly	37.14	38.13	39.19	40.30	41.34	42.50	43.74
Community Resource Specialist	OT Hourly	55.71	57.20	58.79	60.45	62.01	63.75	65.61
Facilities Building Senior Specialist	Base +1%	37.51	38.51	39.58	40.70	41.75	42.93	44.18
Legal Technician Senior	Base +2%	37.88	38.89	39.97	41.11	42.17	43.35	44.61
Planner I	Base +3%	38.25	39.27	40.37	41.51	42.58	43.78	45.05
Water Operator Senior	Base +4%	38.63	39.66	40.76	41.91	42.99	44.20	45.49
WWTP Operator I								
<b>Grade 15</b>	Annual	81,829	84,146	86,318	88,740	91,329	93,793	96,549
Assistant Network Administrator	Monthly	6,819	7,012	7,193	7,395	7,611	7,816	8,046
Customer Service/PC Technician	Semi-Monthly	3,410	3,506	3,597	3,698	3,806	3,908	4,023
Electronics Technician	Hourly	39.19	40.30	41.34	42.50	43.74	44.92	46.24
Engineering Technician IV	OT Hourly	58.79	60.45	62.01	63.75	65.61	67.38	69.36
Environmental Technician	Base +1%	39.58	40.70	41.75	42.93	44.18	45.37	46.70
Journey Level Electrician	Base +2%	39.97	41.11	42.17	43.35	44.61	45.82	47.16
Lead Automotive Equipment Tech.	Base +3%	40.37	41.51	42.58	43.78	45.05	46.27	47.63
Lead Facilities Service Specialist	Base +4%	40.76	41.91	42.99	44.20	45.49	46.72	48.09
Lead Forestry Service Specialist								
Lead Street Service Specialist								
Lead Utilities Service Specialist								
Parks Facilities Specialist								
Parks Lead Service Specialist								
Police Records Specialist Supvr.								
Service Support Specialist								
Utilities Accounts Supervisor								
Utility Instrumentation and Control Specialist								
WWTP Industrial Mechanic Lead								
WWTP Instrumentation & Control Spec.								
WWTP Operator II								
<b>Grade 16</b>	Annual	86,318	88,740	91,329	93,793	96,549	99,305	102,061
Building Inspector/Plans Examiner II	Monthly	7,193	7,395	7,611	7,816	8,046	8,275	8,505
Civil Engineer I	Semi-Monthly	3,597	3,698	3,806	3,908	4,023	4,138	4,253
Code Enforcement Officer	Hourly	41.34	42.50	43.74	44.92	46.24	47.56	48.88
IT Programmer Analyst	OT Hourly	62.01	63.75	65.61	67.38	69.36	71.34	73.32
Lead Water Operator	Base +1%	41.75	42.93	44.18	45.37	46.70	48.04	49.37
Planner II	Base +2%	42.17	43.35	44.61	45.82	47.16	48.51	49.86
System Administrator	Base +3%	42.58	43.78	45.05	46.27	47.63	48.99	50.35
Utilities Compliance Specialist	Base +4%	42.99	44.20	45.49	46.72	48.09	49.46	50.84
<b>Grade 17</b>	Annual	91,329	93,793	96,549	99,305	102,061	104,985	107,845
Accountant / Financial Analyst	Monthly	7,611	7,816	8,046	8,275	8,505	8,749	8,987
Auto Equipment Technician Supvr.	Semi-Monthly	3,806	3,908	4,023	4,138	4,253	4,375	4,494
Electronics Supervisor	Hourly	43.74	44.92	46.24	47.56	48.88	50.28	51.65
NPDES Stormwater Permit Coord.	OT Hourly	65.61	67.38	69.36	71.34	73.32	75.42	77.48
Parks Maintenance Supervisor	Base +1%	44.18	45.37	46.70	48.04	49.37	50.78	52.17
Sign Shop Serv. Spec. Supervisor	Base +2%	44.61	45.82	47.16	48.51	49.86	51.29	52.68
Streets Service Spec. Supervisor	Base +3%	45.05	46.27	47.63	48.99	50.35	51.79	53.20
WWTP Maintenance Supervisor	Base +4%	45.49	46.72	48.09	49.46	50.84	52.29	53.72

<b>Grade 18</b>	Annual	96,549	99,305	102,061	104,985	107,845	110,894	113,859
<b>Civil Engineer II</b>	Monthly	8,046	8,275	8,505	8,749	8,987	9,241	9,488
<b>Engineering Technician Senior</b>	Semi-Monthly	4,023	4,138	4,253	4,375	4,494	4,621	4,744
<b>Facilities/Inventory Supervisor</b>	Hourly	46.24	47.56	48.88	50.28	51.65	53.11	54.53
<b>Forestry Service Spec. Supervisor</b>	OT Hourly	69.36	71.34	73.32	75.42	77.48	79.67	81.80
<b>GIS/Application Development Engineer</b>	Base +1%	46.70	48.04	49.37	50.78	52.17	53.64	55.08
<b>IT Systems Engineer</b>	Base +2%	47.16	48.51	49.86	51.29	52.68	54.17	55.62
<b>Sanitary/Storm Collection Supervisor</b>	Base +3%	47.63	48.99	50.35	51.79	53.20	54.70	56.17
<b>Water Distribution Supervisor</b>	Base +4%	48.09	49.46	50.84	52.29	53.72	55.23	56.71
<b>Water Resources Operations Supervisor</b>								
<b>WWTP Operations Supervisor</b>								
<b>Grade 19</b>	Annual	102,061	104,985	107,845	110,894	113,859	116,865	119,726
<b>Civil Engineer III</b>	Monthly	8,505	8,749	8,987	9,241	9,488	9,739	9,977
	Semi-Monthly	4,253	4,375	4,494	4,621	4,744	4,870	4,989
	Hourly	48.88	50.28	51.65	53.11	54.53	55.97	57.34
	OT Hourly	73.32	75.42	77.48	79.67	81.80	83.96	86.01
	Base +1%	49.37	50.78	52.17	53.64	55.08	56.53	57.91
	Base +2%	49.86	51.29	52.68	54.17	55.62	57.09	58.49
	Base +3%	50.35	51.79	53.20	54.70	56.17	57.65	59.06
	Base +4%	50.84	52.29	53.72	55.23	56.71	58.21	59.63

**APPENDIX "B"**  
Classification Series

For use in the administration of a Reduction in Force (Lay-Offs):

**ACCOUNTING/FINANCIAL (Citywide)**

Accountant/Financial Analyst

Accountant

Accounting Assistant Senior, Tax & License Specialist Senior, Accounts Payable Specialist

Accounting Assistant III

Accounting Assistant II, Tax & License Specialist

\*Accounting Assistant I

\*\*\*Utility Accounts Supervisor

\*\*\*Payroll Specialist

**CITY CLERK**

\*Deputy City Clerk

**COMMUNITY DEVELOPMENT**

Building Inspector/Plans Examiner II

Building Inspector/Plans Examiner I

Permit Specialist I

\*\*\*Code Enforcement Officer

Code Enforcement Specialist

Planner II

Planner I

\*\*\*Community Development Assistant

**ELECTRONICS**

\*Electronics Supervisor

Electronics Technician

Journey Level Electrician

\*Maintenance Electrician

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

**ENGINEERING**

Civil Engineer III  
Civil Engineer II  
Civil Engineer I

Engineering Technician Senior  
Engineering Technician IV  
Engineering Technician III  
\*Engineering Technician II  
\*Engineering Technician I

\*\*\*Permit Technician

\*\*\*Project Assistant

**FACILITIES**

Facilities/Inventory Supervisor  
Facilities Service Specialist Lead  
Utilities Service Specialist Senior  
Utilities Service Specialist

**EQUIPMENT SERVICES**

Automotive Equipment Technician Supervisor  
\*Automotive Equipment Technician Lead  
Automotive Equipment Technician  
Automotive Technician Assistant

**FORESTRY**

Forestry Service Specialist Supervisor  
\*Forestry Service Specialist Lead  
Forestry Service Specialist Senior  
\*Forestry Service Specialist

\*\*\*Environmental Technician

\* Indicates an inactive classification series (job classification exists but not in current budget).  
\*\* Indicates some incumbents are covered by Civil Service Rule  
\*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

**INFORMATION TECHNOLOGY**

IT Systems Engineer  
GIS/Application Development Engineer  
Systems Administrator  
Information Technology Specialist  
IT Programmer Analyst  
\*PC Technician  
  
\*Computer Service/PC Technician  
\*Computer Programmer Senior  
\*Computer Programmer  
\* & \*\*\* Computer Operator-Utility  
  
\*\*\*Technology Communications Specialist

**MUNICIPAL COURT**

Legal Technician Senior  
Legal Technician

\*\*\*Probation Officer

**OFFICE/CLERICAL (City-wide)**

\*Office Supervisor  
Administrative Assistant  
\*\*Office Assistant Senior  
Office Assistant III  
Customer Service Representative  
Office Assistant II  
\*Office Assistant I  
  
\* Human Resources Assistant

**PARKS**

\*Parks Maintenance Supervisor  
\*Parks Service Specialist Lead  
Parks Service Specialist Senior  
Parks Service Specialist  
Laborer – Parks  
  
\* & \*\*\*Parks Facilities Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position



**APPENDIX "B"**  
Classification Series

\* & \*\*\* Cemetery Caretaker

**POLICE**

Police Records Supervisor  
Police Records Specialist II  
\*Police Records Specialist I

Crime Scene/Lead Evidence Technician  
Evidence/Property Control Specialist

\*\*\*Warrant Officer/EHD  
\*Crime Analyst

\*\*\*Community Resource Specialist

\*Court Security/ Detention Specialist  
\*Animal Control Officer

\*Warrant Officer

**RECREATION**

Recreation Program Coordinator III  
Recreation Program Coordinator II  
\*Recreation Program Coordinator I

\*Aquatics Supervisor

\*Recreation Supervisor

**SIGN SHOP**

\*Sign Shop Service Specialist Supervisor  
\*Sign Shop Service Specialist Lead  
Sign Shop Service Specialist Senior  
\*Sign Shop Service Specialist

**STREET**

Street Service Specialist Supervisor  
Street Service Specialist Lead  
Street Service Specialist Senior  
Street Service Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position



**APPENDIX “B”**  
Classification Series

**UTILITIES (Sanitary & Storm Collection)**

Sanitary/Storm Collection Supervisor  
Utilities Service Specialist Lead  
Utilities Service Specialist Senior  
Utilities Service Specialist, Utilities Service Specialist Compliance  
Laborer – Utilities

**WASTEWATER TREATMENT PLANT (WWTP) - MAINTENANCE**

WWTP Maintenance Supervisor  
WWTP CMMS Technician (Computer Maintenance Management Systems Technician)  
WWTP Industrial Mechanic  
WWTP Trainee Industrial Mechanic  
Laborer – WWTP

\*\*\* WWTP Instrumentation & Control Specialist

**WASTEWATER TREATMENT PLANT –OPERATIONS**

WWTP Operations Supervisor  
WWTP Operator II  
WWTP Operator I  
WWTP Operator Trainee

\*\*\*WWTP Lab Technician

**WATER RESOURCES – OPERATIONS**

Water Resources Operations Supervisor  
Water Operator Lead  
Water Operator Senior  
Water Operator

\*\*\*Environmental Technician

\*\*\*Water Resources Assistant

Utility Instrumentation and Controls Technician (was Electronics Technician)

**WATER DISTRIBUTION**

Water Distribution Supervisor  
\*Utilities Service Specialist Senior  
Utilities Service Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

\*\*\*Utilities Compliance Specialist

\*\*\*Utilities Customer Service Representative

**INDIVIDUAL JOB CLASSIFICATIONS**

\*Project Coordinator

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**CITY OF BREMERTON**  
**MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2025**  
General Wage Adjustment 6% - Effective 1-1-25

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
26		MONTH	15,577.24	16,365.90	16,775.04	17,194.40	17,624.28	18,064.88	18,516.52	18,979.44
		SEMI-MONTH	7,788.62	8,182.95	8,387.52	8,597.20	8,812.14	9,032.44	9,258.26	9,489.72
		ANNUAL	186,926.88	196,390.80	201,300.48	206,332.80	211,491.36	216,778.56	222,198.24	227,753.28
		SEMI-MO DEF COMP	311.54	327.32	335.50	343.89	352.49	361.30	370.33	379.59
25		MONTH	14,826.66	15,577.24	15,966.82	16,365.90	16,775.04	17,194.40	17,624.28	18,064.88
		SEMI-MONTH	7,413.33	7,788.62	7,983.41	8,182.95	8,387.52	8,597.20	8,812.14	9,032.44
		ANNUAL	177,919.92	186,926.88	191,601.84	196,390.80	201,300.48	206,332.80	211,491.36	216,778.56
		SEMI-MO DEF COMP	296.53	311.54	319.34	327.32	335.50	343.89	352.49	361.30
24		MONTH	14,112.20	14,826.66	15,197.28	15,577.24	15,966.82	16,365.90	16,775.04	17,194.40
		SEMI-MONTH	7,056.10	7,413.33	7,598.64	7,788.62	7,983.41	8,182.95	8,387.52	8,597.20
		ANNUAL	169,346.40	177,919.92	182,367.36	186,926.88	191,601.84	196,390.80	201,300.48	206,332.80
		SEMI-MO DEF COMP	282.24	296.53	303.95	311.54	319.34	327.32	335.50	343.89
23	CITY ATTORNEY FIRE CHIEF POLICE CHIEF	MONTH	13,432.26	14,112.20	14,465.06	14,826.66	15,197.28	15,577.24	15,966.82	16,365.90
		SEMI-MONTH	6,716.13	7,056.10	7,232.53	7,413.33	7,598.64	7,788.62	7,983.41	8,182.95
		ANNUAL	161,187.12	169,346.40	173,580.72	177,919.92	182,367.36	186,926.88	191,601.84	196,390.80
		SEMI-MO DEF COMP	268.65	282.24	289.30	296.53	303.95	311.54	319.34	327.32
22	ASSISTANT FIRE CHIEF DIRECTOR OF FINANCIAL SERVICES DIRECTOR OF PUBLIC WORKS & UTILITIES	MONTH	12,784.98	13,432.26	13,768.06	14,112.20	14,465.06	14,826.66	15,197.28	15,577.24
		SEMI-MONTH	6,392.49	6,716.13	6,884.03	7,056.10	7,232.53	7,413.33	7,598.64	7,788.62
		ANNUAL	153,419.76	161,187.12	165,216.72	169,346.40	173,580.72	177,919.92	182,367.36	186,926.88
		SEMI-MO DEF COMP	255.70	268.65	275.36	282.24	289.30	296.53	303.95	311.54
21	DIRECTOR OF COMMUNITY DEVELOPMENT	MONTH	12,168.96	12,784.98	13,104.62	13,432.26	13,768.06	14,112.20	14,465.06	14,826.66
		SEMI-MONTH	6,084.48	6,392.49	6,552.31	6,716.13	6,884.03	7,056.10	7,232.53	7,413.33
		ANNUAL	146,027.52	153,419.76	157,255.44	161,187.12	165,216.72	169,346.40	173,580.72	177,919.92
		SEMI-MO DEF COMP	243.38	255.70	262.09	268.65	275.36	282.24	289.30	296.53
20	CITY ENGINEER DIRECTOR OF PARKS & RECREATION	MONTH	11,582.64	12,168.96	12,473.16	12,784.98	13,104.62	13,432.26	13,768.06	14,112.20
		SEMI-MONTH	5,791.32	6,084.48	6,236.58	6,392.49	6,552.31	6,716.13	6,884.03	7,056.10
		ANNUAL	138,991.68	146,027.52	149,677.92	153,419.76	157,255.44	161,187.12	165,216.72	169,346.40
		SEMI-MO DEF COMP	231.65	243.38	249.46	255.70	262.09	268.65	275.36	282.24
19		MONTH	11,024.50	11,582.64	11,872.20	12,168.96	12,473.16	12,784.98	13,104.62	13,432.26
		SEMI-MONTH	5,512.25	5,791.32	5,936.10	6,084.48	6,236.58	6,392.49	6,552.31	6,716.13
		ANNUAL	132,294.00	138,991.68	142,466.40	146,027.52	149,677.92	153,419.76	157,255.44	161,187.12
		SEMI-MO DEF COMP	220.49	231.65	237.44	243.38	249.46	255.70	262.09	268.65
18	ASSISTANT CITY ATTORNEY III HUMAN RESOURCE MANAGER INFORMATION TECHNOLOGY MANAGER MANAGING ENGINEER - DEVELOPMENT MANAGING ENGINEER - TRANSPORTATION MANAGING ENGINEER - UTILITIES	MONTH	10,493.26	11,024.50	11,300.08	11,582.64	11,872.20	12,168.96	12,473.16	12,784.98
		SEMI-MONTH	5,246.63	5,512.25	5,650.04	5,791.32	5,936.10	6,084.48	6,236.58	6,392.49
		ANNUAL	125,919.12	132,294.00	135,600.96	138,991.68	142,466.40	146,027.52	149,677.92	153,419.76
		SEMI-MO DEF COMP	209.87	220.49	226.00	231.65	237.44	243.38	249.46	255.70
17	CITY AUDITOR	MONTH	9,987.68	10,493.26	10,755.58	11,024.50	11,300.08	11,582.64	11,872.20	12,168.96
		SEMI-MONTH	4,993.84	5,246.63	5,377.79	5,512.25	5,650.04	5,791.32	5,936.10	6,084.48
		ANNUAL	119,852.16	125,919.12	129,066.96	132,294.00	135,600.96	138,991.68	142,466.40	146,027.52
		SEMI-MO DEF COMP	199.75	209.87	215.11	220.49	226.00	231.65	237.44	243.38

**CITY OF BREMERTON**  
**MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2025**  
General Wage Adjustment 6% - Effective 1-1-25

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
16	ASSISTANT CITY ATTORNEY II	MONTH	9,506.42	9,987.68	10,237.32	10,493.26	10,755.58	11,024.50	11,300.08	11,582.64
	ASSISTANT FINANCE DIRECTOR	SEMI-MONTH	4,753.21	4,993.84	5,118.66	5,246.63	5,377.79	5,512.25	5,650.04	5,791.32
	CITY PROSECUTOR	ANNUAL	114,077.04	119,852.16	122,847.84	125,919.12	129,066.96	132,294.00	135,600.96	138,991.68
	ENGINEERING PROJECT MANAGER-CAPITAL	SEMI-MO DEF COMP	190.13	199.75	204.75	209.87	215.11	220.49	226.00	231.65
	ENGINEERING PROJECT MANAGER-TRANS.									
	FORESTRY MANAGER									
	INTERNAL SERVICES MANAGER									
	PLANNING MANAGER									
	PUBLIC WORKS OPERATIONS MANAGER									
	RISK MANAGER									
	UTILITY/FACILITIES MANAGER									
	WASTEWATER MANAGER									
	WATER RESOURCE MANAGER									
15	ASSET MANAGER	MONTH	9,048.32	9,506.42	9,744.08	9,987.68	10,237.32	10,493.26	10,755.58	11,024.50
	BUILDING OFFICIAL	SEMI-MONTH	4,524.16	4,753.21	4,872.04	4,993.84	5,118.66	5,246.63	5,377.79	5,512.25
	COURT ADMINISTRATOR	ANNUAL	108,579.84	114,077.04	116,928.96	119,852.16	122,847.84	125,919.12	129,066.96	132,294.00
		SEMI-MO DEF COMP	180.97	190.13	194.88	199.75	204.75	209.87	215.11	220.49
14	ASSISTANT CITY ATTORNEY I	MONTH	8,612.36	9,048.32	9,274.52	9,506.42	9,744.08	9,987.68	10,237.32	10,493.26
	ASSISTANT CITY PROSECUTOR II	SEMI-MONTH	4,306.18	4,524.16	4,637.26	4,753.21	4,872.04	4,993.84	5,118.66	5,246.63
	EQUITY, DIVERSITY, INCLUS MANAGER	ANNUAL	103,348.32	108,579.84	111,294.24	114,077.04	116,928.96	119,852.16	122,847.84	125,919.12
	PARKS OPERATIONS MANAGER	SEMI-MO DEF COMP	172.25	180.97	185.49	190.13	194.88	199.75	204.75	209.87
	PW&U FINANCIAL MANAGER									
13	CITY CLERK	MONTH	8,197.34	8,612.36	8,827.62	9,048.32	9,274.52	9,506.42	9,744.08	9,987.68
		SEMI-MONTH	4,098.67	4,306.18	4,413.81	4,524.16	4,637.26	4,753.21	4,872.04	4,993.84
		ANNUAL	98,368.08	103,348.32	105,931.44	108,579.84	111,294.24	114,077.04	116,928.96	119,852.16
		SEMI-MO DEF COMP	163.95	172.25	176.55	180.97	185.49	190.13	194.88	199.75
12	BUDGET ANALYST	MONTH	7,802.38	8,197.34	8,402.30	8,612.36	8,827.62	9,048.32	9,274.52	9,506.42
	CDBG ADMINISTRATOR	SEMI-MONTH	3,901.19	4,098.67	4,201.15	4,306.18	4,413.81	4,524.16	4,637.26	4,753.21
	RISK MANAGEMENT SPECIALIST	ANNUAL	93,628.56	98,368.08	100,827.60	103,348.32	105,931.44	108,579.84	111,294.24	114,077.04
		SEMI-MO DEF COMP	156.05	163.95	168.05	172.25	176.55	180.97	185.49	190.13
11	CONTRACTS ADMINISTRATOR	MONTH	7,656.94	7,802.38	7,997.34	8,197.34	8,402.30	8,612.36	8,827.62	9,048.32
	EXECUTIVE ASSISTANT	SEMI-MONTH	3,828.47	3,901.19	3,998.67	4,098.67	4,201.15	4,306.18	4,413.81	4,524.16
	LEGISLATIVE ASSISTANT	ANNUAL	91,883.28	93,628.56	95,968.08	98,368.08	100,827.60	103,348.32	105,931.44	108,579.84
	PARALEGAL	SEMI-MO DEF COMP	153.14	156.05	159.95	163.95	168.05	172.25	176.55	180.97
	PARKS PRESERVATION DEVELOPMENT MGR									
	PUBLIC ACCESS MANAGER									
10	PUBLIC WORKS & UTILITY FISCAL ANALYST									
	SENIOR PLANNER									
	ADMINISTRATIVE PROJECT MANAGER	MONTH	7,068.52	7,426.42	7,612.08	7,802.38	7,997.34	8,197.34	8,402.30	8,612.36
	ASSISTANT CITY PROSECUTOR I	SEMI-MONTH	3,534.26	3,713.21	3,806.04	3,901.19	3,998.67	4,098.67	4,201.15	4,306.18
9	ASSISTANT COURT ADMINISTRATOR	ANNUAL	84,822.24	89,117.04	91,344.96	93,628.56	95,968.08	98,368.08	100,827.60	103,348.32
	HUMAN RESOURCES ANALYST II	SEMI-MO DEF COMP	141.37	148.53	152.24	156.05	159.95	163.95	168.05	172.25
9		MONTH	6,727.92	7,068.52	7,245.26	7,426.42	7,612.08	7,802.38	7,997.34	8,197.34
		SEMI-MONTH	3,363.96	3,534.26	3,622.63	3,713.21	3,806.04	3,901.19	3,998.67	4,098.67
		ANNUAL	80,735.04	84,822.24	86,943.12	89,117.04	91,344.96	93,628.56	95,968.08	98,368.08
		SEMI-MO DEF COMP	134.56	141.37	144.91	148.53	152.24	156.05	159.95	163.95

**CITY OF BREMERTON**  
**MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2025**  
General Wage Adjustment 6% - Effective 1-1-25

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
8	BKAT PRODUCTION ADMINISTRATOR COUNCIL/AUDITOR ASSISTANT HUMAN RESOURCES ANALYST I	MONTH	6,403.76	6,727.92	6,896.08	7,068.52	7,245.26	7,426.42	7,612.08	7,802.38
		SEMI-MONTH	3,201.88	3,363.96	3,448.04	3,534.26	3,622.63	3,713.21	3,806.04	3,901.19
		ANNUAL	76,845.12	80,735.04	82,752.96	84,822.24	86,943.12	89,117.04	91,344.96	93,628.56
		SEMI-MO DEF COMP	128.08	134.56	137.92	141.37	144.91	148.53	152.24	156.05
7		MONTH	6,095.10	6,403.76	6,563.82	6,727.92	6,896.08	7,068.52	7,245.26	7,426.42
		SEMI-MONTH	3,047.55	3,201.88	3,281.91	3,363.96	3,448.04	3,534.26	3,622.63	3,713.21
		ANNUAL	73,141.20	76,845.12	78,765.84	80,735.04	82,752.96	84,822.24	86,943.12	89,117.04
		SEMI-MO DEF COMP	121.90	128.08	131.28	134.56	137.92	141.37	144.91	148.53
6		MONTH	5,801.42	6,095.10	6,247.56	6,403.76	6,563.82	6,727.92	6,896.08	7,068.52
		SEMI-MONTH	2,900.71	3,047.55	3,123.78	3,201.88	3,281.91	3,363.96	3,448.04	3,534.26
		ANNUAL	69,617.04	73,141.20	74,970.72	76,845.12	78,765.84	80,735.04	82,752.96	84,822.24
		SEMI-MO DEF COMP	116.03	121.90	124.95	128.08	131.28	134.56	137.92	141.37
5	LEGAL ASSISTANT II - CIVIL LEGAL ASSISTANT II - PROSECUTION	MONTH	5,521.94	5,801.42	5,946.54	6,095.10	6,247.56	6,403.76	6,563.82	6,727.92
		SEMI-MONTH	2,760.97	2,900.71	2,973.27	3,047.55	3,123.78	3,201.88	3,281.91	3,363.96
		ANNUAL	66,263.28	69,617.04	71,358.48	73,141.20	74,970.72	76,845.12	78,765.84	80,735.04
		SEMI-MO DEF COMP	110.44	116.03	118.93	121.90	124.95	128.08	131.28	134.56
4	LEGAL ASSISTANT I PUBLIC RECORDS/LEGAL ASSISTANT I	MONTH	5,255.80	5,521.94	5,659.96	5,801.42	5,946.54	6,095.10	6,247.56	6,403.76
		SEMI-MONTH	2,627.90	2,760.97	2,829.98	2,900.71	2,973.27	3,047.55	3,123.78	3,201.88
		ANNUAL	63,069.60	66,263.28	67,919.52	69,617.04	71,358.48	73,141.20	74,970.72	76,845.12
		SEMI-MO DEF COMP	105.12	110.44	113.20	116.03	118.93	121.90	124.95	128.08
3		MONTH	5,005.58	5,255.80	5,387.26	5,521.94	5,659.96	5,801.42	5,946.54	6,095.10
		SEMI-MONTH	2,502.79	2,627.90	2,693.63	2,760.97	2,829.98	2,900.71	2,973.27	3,047.55
		ANNUAL	60,066.96	63,069.60	64,647.12	66,263.28	67,919.52	69,617.04	71,358.48	73,141.20
		SEMI-MO DEF COMP	100.11	105.12	107.75	110.44	113.20	116.03	118.93	121.90
2		MONTH	4,767.26	5,005.58	5,130.72	5,255.80	5,387.26	5,521.94	5,659.96	5,801.42
		SEMI-MONTH	2,383.63	2,502.79	2,565.36	2,627.90	2,693.63	2,760.97	2,829.98	2,900.71
		ANNUAL	57,207.12	60,066.96	61,568.64	63,069.60	64,647.12	66,263.28	67,919.52	69,617.04
		SEMI-MO DEF COMP	95.35	100.11	102.61	105.12	107.75	110.44	113.20	116.03
1	VIDEO SPECIALIST	MONTH	4,540.22	4,767.26	4,886.40	5,005.58	5,130.72	5,255.80	5,387.26	5,521.94
		SEMI-MONTH	2,270.11	2,383.63	2,443.20	2,502.79	2,565.36	2,627.90	2,693.63	2,760.97
		ANNUAL	54,482.64	57,207.12	58,636.80	60,066.96	61,568.64	63,069.60	64,647.12	66,263.28
		SEMI-MO DEF COMP	90.80	95.35	97.73	100.11	102.61	105.12	107.75	110.44

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A8**

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**SUBJECT:**

Review and Approval of the Director of  
Public Works & Utilities Job Description

Study Session Date: March 26, 2025

COUNCIL MEETING Date: April 2, 2025

Department: Legal/HR

Presenter: Charlotte Nelson/Kylie  
Finnell

Phone: (360) 473-5926

**SUMMARY:** City Council review and approval of the Director of Public Works & Utilities job description.

**ATTACHMENTS:** Director of Public Works & Utilities Job Description

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

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

**RECOMMENDED MOTION:**

Move to approve the Director of Public Works & Utilities job description as presented.

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

**Director of Public Works & Utilities****ESSENTIAL FUNCTION**

Under general policy direction of the Mayor, serves as department head and is responsible for managing eight divisions of the department which include Administration, Engineering, Streets, Utility Maintenance, Wastewater Treatment, Water Resources, Forestry and Internal Services (Facilities, Inventory and Equipment Services) in conformance with applicable statutes, regulations and administrative policies. Plans, organizes, directs, and integrates all functions and responsibilities of the department including capital construction, maintenance, asset management, regulatory compliance and environmental stewardship to preserve and improve the quality of life of the City's residents. The Director is responsible for managing a large team of over 140 full-time equivalent employees with a multi-faceted annual budget of \$100 million across 10 funds.

The successful candidate will align with the City's values which include being welcoming, having integrity, showing accountability, and demonstrating a commitment to service. Additionally, the ideal candidate should find satisfaction in providing excellent customer service, and thrive in a collaborative, high volume work environment. If this sounds appealing to you, we invite you to apply and join us in supporting a dynamic community where we can all live, work, play and invest.

A key value of the City is customer service. This position requires considerable knowledge, ability and skill in the principles and practices of excellent customer service as practiced in both the private and public sectors. This value requires the ability to effectively meet and deal with the internal customers and the public while responding to customers in a friendly, pleasant and professional manner using appropriate inflection, grammar and syntax. The ability to handle stressful situations while establishing effective working relationships with employees, supervisors, and the general public. The ability to maintain a professional, courteous, and pleasant demeanor in difficult, stressful situations while diplomatically dealing with difficult people. A willingness is expected to expend extra effort to help the public find answers or information relative to their inquiry or complaint.

**REPRESENTATIVE ESSENTIAL DUTIES AND RESPONSIBILITIES** (Note – this list is intended only to illustrate the various types of work that may be performed. The omission of specific statements does not exclude them from the position.)

**Administration:**

- The incumbent is responsible for the overall vision, performance, and administrative management of the Public Works Department. Functional areas of the department include public works operations, storm water drainage systems, capital improvement, project engineering/administration, transportation, forestry operations, fleet maintenance, building maintenance, and Bremerton departmental operations.
- Briefs the Mayor and Council Members on items ranging from routine agenda items to complex strategic and business plans.
- Attends and participates in group meetings; stays abreast of new trends and innovations in the field of public works administration.
- The incumbent facilitates the development of strategy and policy in collaboration with the other City departments; ensures that the mayor/council direction and core values are incorporated into operation activities and services; and represent the City in the

**Director of Public Works & Utilities**

community, the region, and the state with regards to public work policy and operational initiatives.

- Supervises and participates in the preparation of City construction standards, code sections, fees, plans, and policies.

**Oversight of Departments:**

- Ensure the efficient and effective function and execution of the responsibilities of all divisions, including Administration, Engineering, Streets, Utility Maintenance, Wastewater Treatment, Water Resources, Forestry, Internal Services, Department Operations, Program Budgeting, Staffing and Leadership, General City Management.
- Sets strategic goals for process improvements, innovation, enhanced conservation efforts, improved operational efficiency and an engaged employee experience.
- Oversee and develop procedures, policies and the systems related to transportation, water, wastewater, storm water, refuse collection, recycling, and building maintenance. Ensures the long-term sustainability of the City's utility infrastructure and capacity for growth.
- Supports staff, as needed, in the preparation and/or review of scopes of work and design documents, requests for proposals, construction cost estimates, contract bid documents, bidding and awarding projects, and/or project management.
- Plans, organizes, coordinates, supervises and evaluates programs, plans services, staffing, equipment and infrastructure of the public works division.
- Assists in the development or update of the City Transportation Improvement Plan (T.I.P.), Transportation Plan, Non-motorized Transportation Plan, Comprehensive Sewer Plan, Comprehensive Water Plan, Capital Improvement Program and other plans involving the municipal infrastructure.

**Leadership and Public Engagement:**

- Facilitates review of and response to public concerns and inquiries.
- Provides visionary leadership to the Public Works and Utilities team.
- Supervises division managers and division support staff, either directly or through subordinates. Provides direction and effective feedback to direct reports.
- Provides transparent performance measures through dashboards, benchmarking and other techniques.
- Maintains confidentiality of work-related issues, client records, and City information.

**Other Duties**

- **Regular attendance is an essential requirement**
- **Performs related work as assigned and/or required**

**KNOWLEDGE, SKILLS and ABILITIES (Entry Requirements)****Knowledge of:**

- Capital infrastructures, financing, planning construction and maintenance management.
- The practices utilized in governmental enterprise budgeting and cost of service analysis and rate making.
- Environmental protection safety laws, regulations and standards.
- Principles, practices, methods and technical support functions of public works improvements design, construction, inspection and projects management.



**Director of Public Works & Utilities**

- Current professional standards applicable to public works and utility services.
- Fundamental intent and basic provisions of municipal, state and federal financing mechanisms for public works and municipal utility projects and operations.
- Techniques used for gathering, evaluating and summarizing municipal public works and utility department service and cost information in preparing budgets and rate structures.
- Management, personnel and ethical practices as they apply to municipal public works and utility operations.

**Ability to:**

- Supervise the work of a large staff of professional, technical, clerical, semi-skilled and unskilled employees.
- Establish and maintain effective working relationships with the City Council, City employees, business partners, other governmental agencies and the public.
- Build a strong leadership team that can implement the vision and goals of the City.
- Represent the City in public speaking events.
- Apply professional engineering and management principles and practices to specific public works and municipal utility program operations.
- Effectively represent the City in situations which are potentially adversarial or stressful.
- Exercise flexibility.
- Interpret and apply the intent and specific provisions of municipal code, policies and regulatory provisions to particular conditions as they relate to departmental functions and determine a course of action.
- Evaluate, plan and establish a proper sequence of action for multiple functional units and personnel to accomplish goals.
- Provide verbal and written directives, information and advice to a wide variety of people and officials.
- Persuasively and ethically communicate ideas and assert a point of view in complex or controversial situations.
- Exhibit and instill in subordinates a high public service priority in contacts with the public and others encountered in the work
- Apply the principles of equal employment opportunity, and the Americans with Disabilities Act principles in managing personnel and service functions.
- Implement public works and municipal utility systems and operations which protect the environment and the public health and safety.
- Speak in public sufficient to train, explain, present and promote assigned programs.
- Write reports, manuals, information bulletins, memoranda, etc., sufficient to clearly communicate to a diverse audience.
- Plan, develop, and implement programs geared to identified needs.
- Demonstrates an ability to be influential and persuasive in terms of understanding the culture of the community with strategic goals and objectives.

**Skills:**

- Demonstrates skill and ability in partnering, collaborating, and influencing others.
- Interacting tactfully and professionally with City staff, outside agencies, and the public.
- Possession of excellent customer service, leadership and communication skills.
- Managing multiple large municipal capital improvement projects.

**Director of Public Works & Utilities****QUALIFYING EDUCATION and EXPERIENCE (Minimum Requirements)**

Graduation from an accredited college or university with a Bachelor's Degree in Engineering, Management, Business Administration, Public Administration, Construction Management, Urban Planning, Environmental Science, or a related field is required. A Master's Degree is preferred. Ten (10) years' experience in progressively responsible supervisory positions.

**REQUIRED LICENSES AND CERTIFICATIONS**

A valid Washington State driver's license is required and must be obtained prior to date of appointment or another date set by the City.

An equivalent combination of experience, education, and training sufficient to successfully perform the essential duties of the position as listed above must be demonstrated by the applicant.

**ADA STATEMENT:** A qualified employee or applicant with a disability may be afforded a reasonable accommodation to perform the essential job functions of a position in compliance with the Americans with Disabilities Act.

Please tell us if you require a reasonable accommodation to apply for a job or to perform the job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, or using specialized equipment. The working conditions described here are representative of those that must be met (with or without accommodation) by an employee to successfully perform the essential functions of this job.

**WORKING CONDITIONS**

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Public presentations and evening meeting are required on a frequent basis. Normal air-conditioned office situation. The noise level in the work environment is usually quiet.

**LEGAL and REGULATORY EMPLOYMENT CONDITIONS**

**Occupational Group: Executive Management.** In addition to the essential function of administrative head of an office or department, a person in executive management actively participates in: 1) evaluating the costs and effects of all existing operations and services; 2) devising strategies, advising, supporting and coordinating the activity of elected officials considering issues which involve conflicting or competing internal and external needs and resources; and 3) implementing City-wide service and operational changes.

**Fair Labor Standards Act:** The position qualifies for exemption from the Fair Labor Standards Act minimum wage and overtime provisions under the Act's Executive Employees exemptions.

**Representation:** This position is excluded from bargaining unit representation.

**Civil Service:** The classification is excluded from the City's Civil Service System.

**Director of Public Works & Utilities**

**Appointment and Removal Authority:** The position is filled by Mayoral appointment pursuant to the Bremerton City Charter Article IV Section 21 which states in relevant part: "The Mayor shall be the administrator of the City...and shall make all appointments of administrative heads with confirmation by the City Council." Removal is at the will of the Mayor.

**This classification specification does not constitute an employment agreement between the City and employee. It is subject to change by the City, with the approval of Human Resources, as the needs of the City and requirements change.**

**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A9**

**SUBJECT:**

Ordinance to amend BMC Chapter 5.06  
entitled "Rental Property Registration"

Study Session Date:	<u>March 26, 2025</u>
COUNCIL MEETING Date:	<u>April 2, 2025</u>
Department:	<u>Legal</u>
Presenters:	<u>Kylie Finnell, City Attorney and Andrea Spencer, DCD Director</u>
Phone:	<u>(360) 473-2345</u>

**SUMMARY:** This is the third time the ordinance amending BMC Chapter 5.06 is presented at Study Session. We will present recent revisions to the proposed ordinance developed through a cooperative effort between the City Council, Department of Community Development, City Attorney's Office and Kitsap Legal Aid Services.

BMC 5.06, was adopted in 2013 and rental property registration has been required in Bremerton since that time. The primary purpose of the Rental Property Registration code is to ensure "...the maintenance of quality rental housing in the City..." BMC 5.06.010. Rather than the City conducting inspections or requiring landlords to provide third-party inspections, BMC 5.06 requires that landlords register with the City and certify their rental units comply with required health and safety standards. These standards protect tenants, the public, and the City's first responders.

**The amendments proposed do not add any new requirements or fees to landlords.**

The substantive amendments to BMC Chapter 5.06 are as follows: 1) require rental property registration as a prerequisite for an eviction and 2) require relocation assistance for tenants who must vacate rental properties city officials deem immediately dangerous to life, limb, property or safety of the public or occupants of the property.

**ATTACHMENTS:** An updated draft ordinance and accompanying presentation will be provided at the Study Session. City staff and Kitsap Legal Aide Services staff met on March 20, 2025. Revisions to the draft from that meeting are still being incorporated.

**FISCAL IMPACTS (Include Budgeted Amount):** No impact to 2025/2026 budget.

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

**RECOMMENDED MOTION:** Move to approve Ordinance No. \_\_\_\_\_ amending Bremerton Municipal Code Chapter 5.06 entitled "Rental Property Registration"

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

Form Updated 04/19/2024

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

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Chapter 5.06 of the Bremerton Municipal Code entitled “Rental Property Registration.”

WHEREAS, the current provisions of Chapter 5.06 of the Bremerton Municipal Code relating to rental property registration contain a reference to a repealed state law; and

WHEREAS, the City Council desires to update the code to refer to the current state law and add provisions prohibiting evictions of tenants in unregistered rental units in order to incentivize landlord compliance with the code in a manner cost effective for the City and least burdensome for compliant landlords; and

WHEREAS, the City Council also desires to add provisions allowing for relocation assistance for tenants in unsafe properties that are ordered vacated by City officials.  
NOW THEREFORE,

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

**SECTION 1.** Chapter 5.06 of the Bremerton Municipal Code entitled "Rental Property Registration" is hereby amended to read as follows:

**Chapter 5.06**  
**RENTAL PROPERTY REGISTRATION AND RELOCATION ASSISTANCE**

**5.06.010                      PURPOSE.**

The City Council finds that rental housing is a valuable community asset, providing homes for all income levels. Additionally, the City Council finds that there exists rental housing in the City that is below the minimum building standards and appears to violate RCW 59.18.060 of the Residential Landlord-Tenant Act and that such substandard conditions constitute a public nuisance. As a result, to ensure the public health, safety, and welfare of its citizens and the maintenance of quality rental housing in the City, this code establishes a program to prevent and correct conditions in residential rental units that adversely affect or are likely to adversely affect the health, safety, and welfare of the public and the City’s first responders who may be required to respond to such properties. It is the purpose of this chapter to assure that rental housing within the City is actively operated and maintained in compliance with RCW 59.18.060 and provide relocation assistance to displaced tenants when landlords fail to provide safe and sanitary rental housing and the City is forced to order the rental housing vacated.

**5.06.020                      DEFINITIONS.**

"BMC" means Bremerton Municipal Code.

"Building Code" means the City Building Code set forth in Chapter 17.04 BMC.

"Certificate of inspection" means a certificate made in accordance with the requirements of [the Uniform Unsworn Declarations Act, RCW 5.50](#), by a qualified inspector on forms provided by the City that states that the owner of rental property has not failed to fulfill any substantial obligation imposed under RCW 59.18.060 of the Landlord-Tenant Act, as defined in this section, that endangers or impairs the health or safety of a tenant, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety, (b) exposure of the occupants to the weather, (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (d) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (e) providing heating or ventilation systems that are not functional or are hazardous, (f) defective, hazardous, or missing electrical wiring or electrical service, (g) defective or hazardous exits that increase the risk of injury to occupants, and (h) conditions that increase the risk of fire.

"Code enforcement officer" means code enforcement officer as defined in Chapter 1.04 BMC.

"Declaration of compliance" means an unsworn statement, declaration, verification, or certificate made in accordance with the forms provided by the City that each dwelling unit complies with RCW 59.18.060 of the Landlord-Tenant Act as defined in this section, as currently enacted and hereinafter amended, and does not present conditions that endanger or impair the health or safety of the tenants, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety, (b) exposure of the occupants to the weather, (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (d) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (e) providing heating or ventilation systems that are not functional or are hazardous, (f) defective, hazardous, or missing electrical wiring or electrical service, (g) defective or hazardous exits that increase the risk of injury to occupants, and (h) conditions that increase the risk of fire.

"Director" means the Director of Community Development or designee as applicable and any other department director authorized by the Mayor to enforce this chapter, or their designee, including, but not limited to, code enforcement officer, Building Official and other designated City official.

"Dwelling unit" means any structure or part of a structure which is used as a home, residence, or sleeping place by one (1) or more persons maintaining a common household, including but not limited to single-family residences, a room, rooming units, units of multiplexes, condominiums, apartment buildings, mobile homes and other similar residential structures.

"Fire Code" means the City Fire Code set forth in Chapter 18.02 BMC.

"Landlord" means the owner of rental property.

"Landlord-Tenant Act" means the Residential Landlord-Tenant Act set forth in Chapter 59.18 RCW, as currently enacted and hereinafter amended.

"Owner" means one (1) or more persons, jointly or severally, in whom is vested all or any part of the legal title to rental property or all or part of the beneficial ownership and a right to present use and enjoyment of the property.

"Person" means an individual, group of individuals, corporation, government, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

"Qualified inspector" means a United States Department of Housing and Urban Development certified inspector, a Washington State licensed home inspector, an American Society of Home Inspectors certified inspector, a private inspector certified by the National Association of Housing and Redevelopment Officials, the American Association of Code Enforcement, International Code Council certified inspector, or other comparable professional association as approved by the Director of Community Development, a Washington licensed structural engineer, or a Washington licensed architect. An "owner" as defined in this section is not eligible to act as a qualified inspector.

"RCW" means Revised Code of Washington.

"Rental property" or "property" means all residential dwelling units rented or leased on a contiguous parcel or parcels of land managed by the same landlord as a single rental complex.

"Tenant" is any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes with or without a rental agreement.

#### **5.06.030                      REGISTRATION AND DECLARATION REQUIRED.**

(a) Registration and Declaration of Compliance. Any landlord renting or making available for rent any "dwelling unit" as defined in BMC 5.06.020 that requires a general business license pursuant to Chapter 5.02 BMC shall annually:

(1) Register each dwelling unit;

(2) Provide the City with the landlord's name and contact information;

(3) Provide the City with the name and contact information of any person designated by the landlord as an alternate contact or as a representative of the landlord responsible for the management of the rental property (optional);

(4) Provide an email or mailing address or other method of contact as approved by the Bremerton Police Department for participation in the Department's landlord notification program for notice of police activity on the rental property; and

(5) File with and as part of the registration a declaration of compliance as defined in BMC 5.06.020 that each dwelling unit complies with RCW 59.18.060 of the Landlord-Tenant Act and does not present conditions that endanger or impair the health or safety of the tenants.

(b) Any general business license applications required pursuant to Chapter 5.02 BMC for rental properties pursuant to this chapter shall be included and processed in conjunction with the rental property registration applications.

(c) Conditions of Issuance. Issuance of the general business license shall require:

(1) Registration of dwelling units and providing the landlord's name and contact information as required in subsection (a) of this section;

(2) Submission of a declaration of compliance as required in subsection (a) of this section or, as applicable, submission of certificate of inspection if required by BMC 5.06.040;

(3) Payment of applicable fees; and

(4) Compliance with this chapter.



(d) Revocation or Denial. Any general business license issued under Chapter 5.02 BMC may be revoked or denied for any violation of this chapter by the licensee or his or her agents or employees pursuant to BMC 5.02.180.

(e) Prohibited Actions. A landlord who has not complied with the registration requirements of BMC 5.06.030 or the licensing requirement of BMC 5.02 is prohibited from recovering possession of rental housing units if the units are not licensed and registered with the City of Bremerton. A landlord's failure to comply with the registration requirements of BMC 5.06.30 or the licensing requirements of BMC 5.02 is a defense in any legal action brought by the landlord, or any agent acting on behalf of the landlord, to recover possession of the rental housing unit.

#### **5.06.040 VIOLATIONS AND INSPECTIONS.**

To ensure compliance with RCW 59.18.060 of the Landlord-Tenant Act related to conditions of rental housing, the following shall apply:

(a) Pending Violation - Correction Notice. Whenever the City is provided notice of a violation of the Building Code, the Fire Code, and/or violations of any other applicable City code or state law which endangers or impairs the health or safety of a tenant, the City code enforcement officer shall issue a correction notice to the owner pursuant to Chapter 1.04 BMC. Notice to the City of the violation may be provided as a result of a pending code enforcement proceeding or other similar action on rental property, an on-site visit by a City official, or by any other means. The owner shall cure the violation in the time period as requested by the code enforcement officer or provide a plan acceptable to the City to bring the property into compliance with RCW 59.18.060 for any existing violation.

(b) Notice of Violation - Hearing. In the event the owner does not or cannot cure the violation or obtain an approved plan within the required time period stated in the correction notice, a notice of violation shall be mailed or otherwise served to the owner scheduling a hearing before the Administrative Hearing Examiner pursuant to BMC 1.04.080.

(c) Certificate of Inspection - Required. In the event a hearing is held before the Administrative Hearing Examiner and an order is issued requiring the owner to cure the violation, the City may request, as part of the order, that the owner obtain a certificate of inspection pursuant to this section. The certificate of inspection must be provided by a qualified inspector for the subject rental property to ensure full compliance with the order and with

RCW 59.18.060 of the Landlord-Tenant Act and does not present conditions that endanger or impair the health or safety of a tenant. The dwelling unit or units of the rental property to be inspected and the extent of the inspection shall be as required by the Administrative Hearing Examiner's order.

(d) Filing of Certificate of Inspection. The certificate of inspection shall be filed with the City by the date and upon the conditions required by the Administrative Hearing Examiner's order. If a qualified inspector other than a City code enforcement officer performs the inspection and a selected unit or units of the rental property fails the initial inspection, both the results of the initial inspection and any certificate of inspection must be provided to the City.

(e) False Reporting - Misdemeanor. Any person who knowingly submits or assists in the submission of a falsified declaration of compliance or certificate of inspection is guilty of a misdemeanor pursuant to BMC 1.12.020(2). Any inspector convicted of, admitting to or submitting a falsified certificate of inspection will no longer be a qualified inspector as defined under BMC 5.06.020.

(f) Notice of Inspection to Tenant. Notice to tenant of an inspection shall be provided as follows:

(1) Landlord shall provide written notification of his or her intent to enter an individual unit for the purposes of providing the City a certificate of inspection in accordance with RCW 59.18.150(6) of the Landlord-Tenant Act. The written notice must indicate the date and approximate time of the inspection, which shall be within normal business hours unless agreed upon between the tenant and landlord. The written notice must also indicate the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on the day of inspection.

(2) A tenant who continues to deny access to his or her unit is subject to RCW 59.18.150(8) of the Landlord-Tenant Act.

(g) Notice to Vacate - In addition to any remedy provided for in this chapter, the code enforcement officer may issue a notice to vacate pursuant to Chapter 1.04.065 BMC.

#### **5.06.050 INSPECTION FINDINGS - REVIEW AND APPEAL.**

(a) Administrative Review of Findings. If a landlord does not agree with the findings of an inspection performed by a qualified inspector, as defined under this chapter, the landlord may request an administrative review by the Director by filing a written request with the Department of Community Development within fourteen (14) calendar days of the inspection or may file a direct appeal to the Administrative Hearing Examiner pursuant to BMC 5.06.060. The request shall state in writing the reasons the Director should review the findings. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. In lieu of filing an appeal with the Director, an appeal may also be made directly to the Administrative Hearing Examiner pursuant to subsection (c) of this section within thirty (30) calendar days of the inspection.

(b) Decision of Director. After considering all of the information provided, including information from the code enforcement officer and the City Attorney, or his or her designee, the Director shall affirm or modify the findings of inspection. The Director's decision shall be delivered in writing to the appellant by first-class mail, email or hand delivery.

(c) Administrative Appeal. Appeals of the decision resulting from the Director's review shall be made to the Administrative Hearing Examiner pursuant to BMC 5.06.060.

#### **5.06.060 ADMINISTRATIVE APPEALS.**

(a) Administrative appeals may be filed as follows:

(1) General Business License. Revocation or denial of a general business license issued pursuant to Chapter 5.02 BMC may be appealed as provided in BMC 5.02.180.

(2) Penalties, Director's Decision and Findings of an Inspection. The assessment of penalties pursuant to BMC 5.06.070, a decision of the Director pursuant to BMC 5.06.050(b) and the findings of an inspection performed by a qualified inspector pursuant to BMC 5.06.040(c) ("administrative determination") may be appealed using the appellate procedures set forth in this section.

(b) Any applicant or licensee may, within fourteen (14) calendar days from the date notice of the administrative determination was mailed to the applicant or licensee, appeal such administrative determination by filing a written notice of appeal setting forth the grounds thereof with the Administrative Hearing Examiner pursuant to Chapter 2.13 BMC. A filing fee as set forth in Chapter 3.01 BMC, Community Development - Rate Table C, shall be submitted with the appeal. The filing fee is required to process the appeal. The hearing shall be conducted in

accordance with the procedures for hearing contested cases set out in Chapter 2.13 BMC. After the hearing thereon the Administrative Hearing Examiner shall, after appropriate findings of fact, and conclusions of law, affirm, modify, or overrule the denial or revocation and order issuance or reinstatement of the license, and may impose any terms thereupon.

(c) No administrative determination issued pursuant to the provisions of this chapter shall take effect until fourteen (14) calendar days after service of the notice thereof by the Director, and if the appeal is timely filed, the administrative determination shall be stayed pending final action by the Administrative Hearing Examiner.

(d) The decision of the Administrative Hearing Examiner shall be final. The applicant or licensee and/or the City may seek review of the decision by the Superior Court of Washington in and for Kitsap County within twenty-one (21) calendar days from the date of the decision. If review is sought as herein prescribed the administrative determination shall be stayed pending final action by the Superior Court.

#### **5.06.070 VIOLATIONS, ENFORCEMENT, AND RELOCATION ASSISTANCE.**

Violations of this chapter constitute a public nuisance and may be enforced, in addition to the provisions of this chapter, pursuant to the Building Code; the Fire Code; Chapter 9.92 BMC, Chronic Nuisance Properties; BMC Title [6](#), Health and Sanitation; and/or any other applicable City code or state law. In the event of a violation of the provisions of this chapter, the City may take the following action:

(a) Remedies. If the City finds that any landlord fails to register a rental dwelling unit as required herein or file the required certificate of inspection as applicable and/or violates any other provision of this chapter, the City may take any one (1) or more of the following actions to remedy the violation:

(1) Impose a civil penalty as set forth in Chapter 3.01 BMC, Community Development - Rate Table C; and/or

(2) Revoke or deny the general business license issued pursuant to Chapter 5.02 BMC as authorized in BMC 5.02.180.

(b) Code Enforcement. In addition to the remedies set forth in subsection (a) of this section, any violation of any provision of this chapter constitutes a civil violation under

Chapter 1.04 BMC for which a monetary penalty may be assessed and abatement and/or enforcement may be required as provided therein.

(c) Relocation Assistance. In addition to the remedies set forth in subsection (a) and (b) of this section, a landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when, pursuant to BMC 1.04.065 or other applicable law, a notice to vacate has been issued for a rental unit.

(1) Notice and Payment. At the time the City notifies a landlord that a rental unit owned or managed by the landlord is unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW [59.18.085](#) in the amount of two thousand dollars per dwelling unit or three times the monthly rent, whichever is greater. In addition, the landlord shall be required to pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent. The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent by certified check and provided within seven days of the notice.

(2) Proof of Payment or Exemption. A landlord must submit written proof to the City that they provided the required relocation assistance or that they qualify for an exemption within seven days of the notice. A landlord is exempt from payment of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice that the condition(s) causing the dwelling to be condemned or unlawful to occupy were directly caused by a tenant's or any third party's illegal conduct without the landlord's prior knowledge; a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or the acquisition of the property by eminent domain.

(3) Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW [59.18.085](#), and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the determination the rental unit is unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW [59.18.085\(f\)](#), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or

RCW [59.18.085](#), and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW [19.52.020](#), commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.

**SECTION 2. 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 3. Effective Date.** This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

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

\_\_\_\_\_  
ERIC YOUNGER, Council President

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

# Changes to Chapter 5.06

## Rental Registration & Relocation Assistance



# Goals of BMC 5.06 Code Changes

- Strengthen the enforcement mechanism of existing rental registration requirements.
- Protect tenants, members of the public, and first responders by addressing hazardous conditions of noncompliant rental properties.
- Provide relocation assistance as protection against housing instability for renters displaced by hazardous conditions.



# Registration Process

**BMC 5.02 & 5.06 outline landlord requirements.**

This also registers properties for the Landlord Notification Program.

- **Fill out a Landlord License Application.**
- **Pay \$75 Landlord License fee.**
- **Sign a declaration that all rental units comply with the Residential Landlord Tenant Act (RCW 59.18.060).**

**\*A separate license is not required for renting out property in multiple locations if owned by a single business. (One owner -> one license/fee)**

**<https://www.bremertonwa.gov/1099/Landlord-License>**

**Landlord licenses  
are publicly  
available and  
easily searchable  
on the COB  
website.**

Firstname Lastname or Business Name

Street Name or Address

Parcel Number

<https://landlords.bremertonwa.gov/find/>



Address	Addr line 2	City	State	Zip	Parcel	Account	Type	Business	License Year
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# Are all rentals subject to registration requirements?

	Casual Rental	Ancillary Rental	Short Term Rental
	<ul style="list-style-type: none"><li>Landlord's primary residence.</li><li>Rented out for 4 months or less per calendar year.</li></ul>	<ul style="list-style-type: none"><li>Single portion of landlord's primary residence (e.g., bedroom) rented out.</li></ul>	<ul style="list-style-type: none"><li>Unit rented out for fewer than 30 consecutive nights. <small>(RCW 64.37.010)</small></li><li>Not a hotel, motel, or B&amp;B.</li></ul>
Business License Required?	No	No	Yes
Landlord Registration Required?	No	No	No

- The City has power authorized under general law to license for the privilege of **engaging in business**.
- "Engaging in business" shall include the renting and/or leasing of real property **except for casual rentals or ancillary rentals**. (BMC 5.02.040)

# What does the rental registration code do for law abiding landlords?

**No new requirements:**  
registration process will  
not change.

**No new fees:**  
registration fees will not  
change.

**No new inspections:** No  
mandatory inspections  
of compliant properties.



## **Safer & Healthier neighborhoods**

stronger action  
towards derelict  
properties creates  
safer and healthier  
neighborhoods for  
landlords and tenants  
alike.



## **Levels the playing field**

Fewer unsafe,  
unlawful units means  
less competition for  
compliant landlords.





# Must be Registered to Evict

## **BMC 5.06.030(e) Prohibited Actions –**

A landlord who has not complied with the registration and licensing requirements of BMC 5.06 and BMC 5.02 is prohibited from recovering possession of rental housing units.

A landlord's failure to comply with the registration and licensing requirements of BMC 5.06 and BMC 5.02 is a defense for the tenant in any legal action brought by the landlord to recover possession of a rental housing unit.



## Relocation Assistance

### **BMC 5.06.070(c) Relocation Assistance–**

A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when, pursuant to BMC 1.04.065 or other applicable law, a notice to vacate has been issued for a rental unit.

\$2,000 + deposit & any prepaid rent

or

3x Monthly Rent + deposit & any prepaid rent



The relocation assistance process is triggered when a **Notice to Vacate** is issued.

A Notice to Vacate is issued when a violation of code results in conditions “dangerous to life, limb, property or safety of the public or occupants of the property.” (BMC 1.04.065)



ental properties issued notices to vacate



Dangerous building at risk of collapse: roof failure, exposed energized wiring, decking and walkways failing.



ental properties issued notices to vacate



\$2,500/month - Building infested with rats and cockroaches, extensive leaking, ceiling collapsing, no smoke detectors or CO2 alarms.

## Submit Proof of Payment or Exemption

- Upon issue of Notice to Vacate, landlord and tenant are notified that tenant may be entitled to relocation assistance.
- Within 7 days, the landlord must:



**Pay Relocation Assistance to Tenant:  
\$2,000 or 3x monthly rent  
(+ deposit and prepaid rent)**

**OR**



**Submit proof of exemption from  
relocation assistance**

## Exemptions to payment of relocation assistance:



Natural Disaster



Tenant or third party's illegal  
conduct without landlord's  
knowledge



Acquisition by eminent  
domain

## Advancement

If landlord fails to pay displaced tenant or submit proof of exemption **within 7 days** of Notice to Vacate, the City may advance payment to tenant and pursue landlord for repayment.



### **Penalties** **(if failure to advance)**



The landlord has **60 days** from the date of the advance to reimburse the City. If left unpaid after 60 days, the landlord will face civil penalties of \$50 / day per tenant + interest.

## Relocation Assistance Process

### Notice

Unit is determined to be unlawful to occupy. City notifies landlord and tenant of entitlement to relocation assistance. Landlord has **7 days** from notice to pay relocation assistance

### Submit Proof

Within 7 days, landlord must:  
  
submit proof of payment to City, or submit proof they qualify for **exemption from paying**

### Advancement

If no payment or qualification for exemption proven, City may advance assistance to tenant. Landlord has **60 days** to reimburse City.

### Penalties

If landlord fails to reimburse within 60 days, City shall assess civil penalties of \$50/day per tenant displaced and interest on amount advanced will accrue.\*

### Exemptions:

- Condition causing unit to be condemned or unlawful to occupy directly caused by tenant or third party's illegal conduct without landlord's prior knowledge.
- Natural disaster, such as earthquake, tsunami, windstorm, or hurricane.
- Acquisition by property of eminent domain.



Interest accrues at [maximum legal rate permitted \(12%\)](#) under RCW 19.52.020, commencing 30 days after date City first advanced relocation assistance.

# Example WA Cities with Rental Registration Requirements

	<b>Bremerton</b> (after code changes)	<b>Seattle</b>	<b>Olympia</b>	<b>Burien</b>	<b>Tukwila</b>	<b>Mountlake Terrace</b>
<b>Rental Registration Fees</b>	\$75 license fee. (annual)	\$110/property + \$20/unit. (2 years)	<b>Registration fee:</b> \$35  <b>License fee:</b> \$80 one-time, \$35 annual  + \$35/unit. (annual)	<b>License fee:</b> \$180 <b>Per unit fee:</b> 1-10: \$315 11-50: \$788.22 51 >: \$945.87 (annual)	<b>Per unit fee:</b> 1-4: \$88 5-20: \$229 21-50: \$287 51>: \$357 (annual)	<b>Single-family home:</b> \$50  <b>Multifamily:</b> \$50 + \$20/unit (annual)
<b>Registration required for eviction?</b>	Yes.	Yes.	Yes.	Yes.	Yes.	As enforced by RLTA.
<b>Tenant Relocation Assistance? City advance?</b>	Yes, in City code: Greater of \$2,000 or 3x monthly rent. City can advance.	Yes, in City code: \$6,091 or 2 months rent (dependent on income). City can advance.	Yes, in City code: Greater of \$2,000 or 3x monthly rent. City can advance	Yes, but not in City code. Pursuant to RLTA: \$2,000 or 3x monthly rent. No advance.	Yes, but not in City code. Pursuant to RLTA: \$2,000 or 3x monthly rent. No advance.	Yes, but not in City code. Pursuant to RLTA: \$2,000 or 3x monthly rent. No advance.
<b>Mandatory Inspections?</b>	No – owner self certifies.	Yes, by City Inspector or City approved inspector.	Yes, by City approved inspector.	Yes, by City approved inspector.	Yes, by City Inspector or City approved inspector.	Yes, by City approved inspector.

# Legal Challenges to Rental Registration Requirements

In the face of legal challenges, rental registration ordinances have been upheld consistently in Washington courts.

Affirmed requirements of rental registration & fees

**Margola Associates v. City of Seattle (1993)**

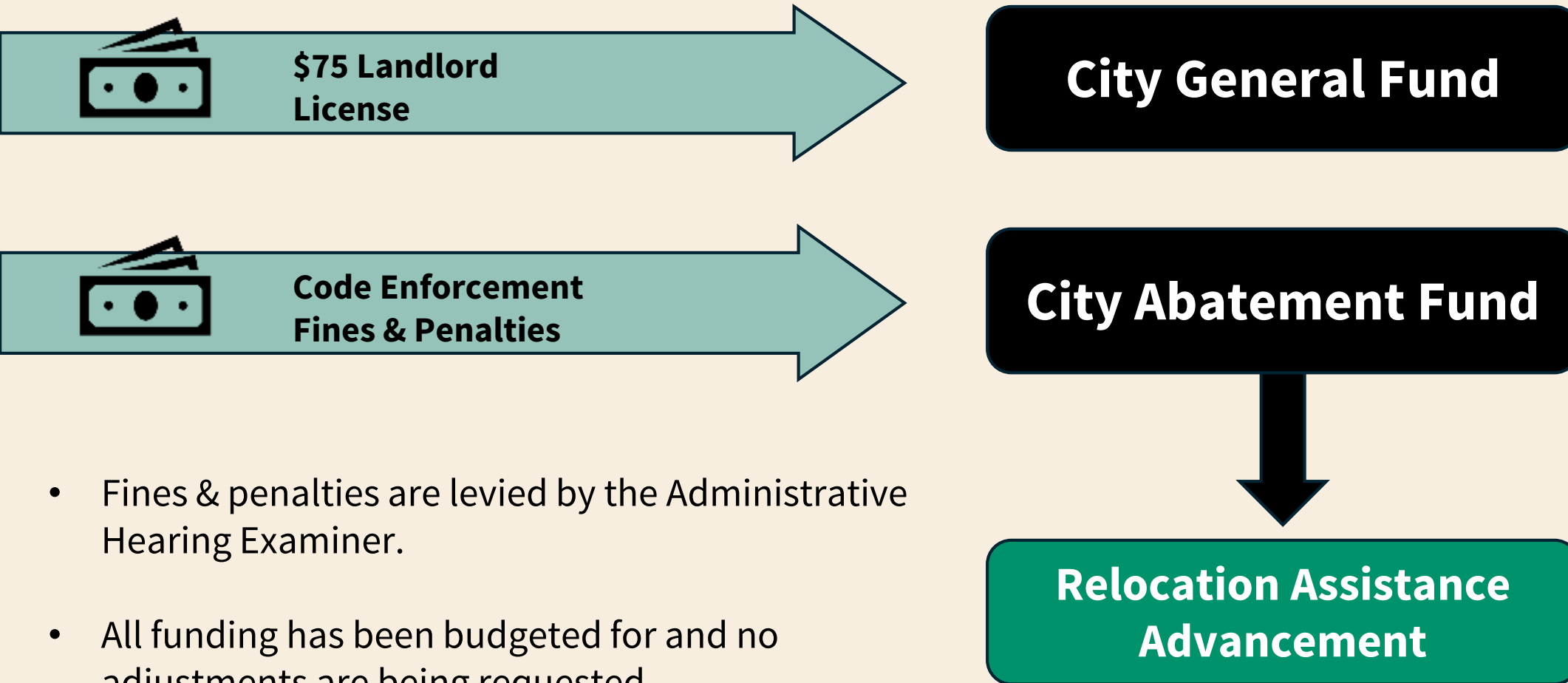
Affirmed registration as a required condition for eviction

**Rental Housing Association v. City of Seattle (2022)**

Both cases affirmed that rental registration is a  
**lawful regulatory tool** for WA cities.



# Funding/Budgeting Licensing & Penalties



# Summary of Changes to Bremerton Municipal Code 5.06



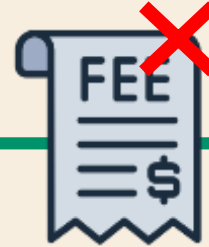
## Must be Registered to Evict

- Landlord must be licensed and registered to evict.
- Failure to be licensed & registered is a defense for tenant in court.



## Relocation Assistance

- If displaced due to dangerous conditions, tenant may receive \$2,000 or 3x monthly rent.
- City may advance assistance if landlord fails to pay.



## No New Fees

- No new changes to fee structure for compliant landlords.



## No New Inspections

- No proposed changes to inspection requirements.

# Questions?



Let us know at [city.council@ci.bremerton.wa.us](mailto:city.council@ci.bremerton.wa.us)