



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

WEDNESDAY, JULY 2, 2025
CITY COUNCIL MEETING AGENDA

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

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

Webinar ID: 896 9481 3320; Passcode: 173061

Public questions or comments may be submitted ahead of time to City.Council@bremertonwa.gov

1. BRIEFING: 5:00 – 5:30 P.M. in COUNCIL CONFERENCE ROOM 603

- A. Review of Agenda
- B. General Council Business (*Only as necessary*)

2. CALL TO ORDER: 5:30 P.M. in FIRST FLOOR CHAMBERS

3. MAYOR'S REPORT

4. CONSENT AGENDA

- A. Claims and Check Register
- B. Minutes of Council Meeting – June 18, 2025
- C. Minutes of Study Session – June 25, 2025
- D. Professional Services Agreement with Industrial Systems, Inc. for Water Utility SCADA Master Plan
- E. Interlocal Agreement with Central Kitsap Fire & Rescue for Fueling
- F. Eliminate one (1) Corporal Position and Establish one (1) Sergeant Position to the Bremerton Police Department; and Authorize the associated Budget Adjustment
- G. Ordinance No. 5516 to authorize Extension of Franchise Agreement with Cascade Natural Gas Corporation
- H. Interlocal Agreement with WA School Information Processing Cooperative
- I. Public Works Agreement with Flowline, LLC for the Sheridan Road Sewer Replacement Project
- J. Grant Agreement with WSDOT for Safe Routes to Schools Improvements View Ridge Elementary Phase II
- K. Professional Services Agreement with New Line Services, Inc. (dba Agate Asphalt) for the Bremerton Safe Routes To Schools Project

Continued on next page



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

5. **PUBLIC RECOGNITION** – *To address the Council on any issues not already on the agenda.
Please state your name for the record in person and limit your comments to under 3-minutes.*

6. **GENERAL BUSINESS** – *There are no General Business items.*

7. **COUNCIL MEMBER REPORTS**

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: July 2, 2025

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY: Approval of the following checks and electronic fund transfers:

1. Check Numbers 411395 – 411520 and EFT Numbers V43839 - V43939 in the grand total amount of \$4,336,151.33
2. Regular Payroll for pay period ending June 15, 2025 in the amount of \$1,121,919.45
3. Retiree Payroll for the pay period ending June 30, 2025 in the amount of \$38,259.15

ATTACHMENTS:

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

RECOMMENDED MOTION:

Move to approve the Claims & Check Register as presented.

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4B

SUBJECT:

Minutes of Council Meeting – June 18, 2025

Study Session Date: N/A

COUNCIL MEETING Date: July 2, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Council Meeting held on June 18, 2025 are attached.

ATTACHMENTS: Council Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

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

RECOMMENDED MOTION:

Move to approve the June 18, 2025 Council Meeting Minutes as presented.

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

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, June 18, 2025

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, June 18, 2025 at 5:00 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6th Street, Bremerton, Washington, with Council President Eric Younger presiding. Council Members present were Anna Mockler, Michael Goodnow, Jane Rebelowski, Jeff Coughlin (arrived 6:04 PM), Denise Frey, and Jennifer Chamberlin. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers. Also present were Assistant City Attorney Brett Jette; City Clerk Angela Hoover; Legislative Assistant Christine Grenier; and IT Manager Dave Sorensen.

President Younger announced the City Council is conducting the Council Meeting in-person, and because community involvement is encouraged, the public is invited to also join the meeting in person or participate via a remote option through Zoom or view on BKAT.

MAYOR'S REPORT – *Mayor Wheeler provided highlights of the following:*

- Public Comment now accepted through July 2 on the Draft Utility Land Management Plan
- Wastewater Improvements at Pump Station CW-1 near Lillian A. Walker Park
- Ribbon Cutting and Grand Opening Festival for Quincy Square from July 12 to 13
- Lulu Haddon Park will be opening tomorrow, June 19
- New ADU program, pre-developed plans available for free
- Juneteenth celebration and peaceful No Kings march
- Sustaining fast ferry service levels after FIFA World Cup

CONSENT AGENDA

- 4A** – Check Numbers 411228 through 411394 and Electronic Fund Transfers V43736 through V43838 in the grand total amount of \$5,142,776.30; Regular Payroll for pay period ending May 31, 2025 in the amount of \$1,149,196.77; Regular Payroll payout for pay period ending May 31, 2025 in the amount of \$4,587.47; Regular Payroll for Teamsters Retro Pay for the pay periods January 1, 2025 through April 30, 2025 in the amount of \$176,493.90
- 4B** – Minutes of Meeting – June 4, 2025
- 4C** – Minutes of Study Session – June 11, 2025
- 4D** – Ordinance No. 5515 to amend Bremerton Municipal Code Chapter 10.36.010 entitled “Compression Brakes Prohibited”
- 4E** – Professional Services Agreement with Northwest Hydraulic Consultants, Inc. for the Parish Creek Fish Passage Barrier Removal Project

*Questions and comments from the public were submitted by **Jose Camacho (Item 4B)**, **Robin Weldin (Item 4B)**.*

5:45 PM M/S/C (Mockler/Rebelowski) Move to approve the CONSENT AGENDA as presented.

Voted In Favor of Motion: Frey, Rebelowski, Goodnow, Mockler, Younger

Voted Opposed to Motion: Chamberlin

Motion carried: 5-Yes; 1-No

President Younger announced that as indicated on the Agenda, Public Recognition provides an opportunity for attendees to address the Council on any issue not already on tonight's agenda and provided a reminder that now that it is election season, to refrain from any comments on political campaigns or ballot measures. There will be no public comments accepted via Zoom, unless prior

arrangements were made through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting. We only ask that you state your name for the record and please limit your comments to 3 minutes or less. A timer system will be used so that everyone is treated fairly.

PUBLIC RECOGNITION – *Questions or comments from the public were submitted by Jo Walter, Joslyn LaMadrid, Adrian Wright, Matthew Coffey, Jose Camacho, Robin Weldin, Naomi Levine, Gayla Breach, Caroline Stein*

PUBLIC HEARING

6A – RESOLUTION NO. 3399 TO ADOPT THE 2026 – 2031 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM: Managing Engineer Gunnar Fridriksson explained that the Six Year Transportation Improvement Program (TIP) is prepared pursuant to RCW 35.77.010. The TIP is updated annually and filed with the Puget Sound Regional Council (PSRC) and Washington State Department of Transportation (WSDOT). It is intended as a planning tool for the local, State and Federal transportation funding entities. The TIP has been prepared for City Council approval by Resolution prior to submittal to PSRC and WSDOT. This TIP is consistent with Bremerton's Comprehensive and Non-Motorized Transportation Plans.

President Younger explained the purpose of this Public Hearing is to accept public comment and action is anticipated.

Questions or comments from the public were provided by Dianne Iverson, Naomi Levine, Jose Camacho

With no further questions or comments received, President Younger closed the hearing to the public.

6:29 PM Motion was made by Frey; and Seconded by Coughlin. Questions or comments were provided by Frey, Coughlin, Chamberlin, Rebelowski, Mockler, Goodnow; with responses provided by Mr. Fridriksson.

6:48 PM M/S/C/U (Frey/Coughlin) Move to approve Resolution No. 3399, which approves the City's 2026 – 2031 Six Year Transportation Improvement Program and allow the Mayor to forward the Resolution and Plan to the Puget Sound Regional Council and Washington Department of Transportation. ***Motion carried unanimously***

GENERAL BUSINESS

7A – RESOLUTION NO. 3400 TO PROVIDE GUIDANCE TO THE LODGING TAX ADVISORY COMMITTEE FOR 2027 FUNDING PRIORITIES: Council President Eric Younger summarized that following review of the recommendations made in the Transition Study completed by Westbrook | Main, LLC in 2024, the Council is now providing guidance to the Lodging Tax Advisory Committee for the following funding priorities in 2027:

- 1) One destination marketing organization focused on producing and implementing a tourism and marketing plan specifically promoting the City of Bremerton and local Bremerton-based tourism operations.
- 2) Improved facilities at Pendergast Park in recognition of the value of the youth sports travel market and the positive impact it can have on the overall tourism market in Bremerton.

Since these priorities involve a change in how funds are allocated, the intent of the Council is to provide this direction with adequate time for the LTAC to review and consider these changes, before the 2027 funding cycle.

Questions or comments from the public were provided by; with responses provided by Irene Moyer, Aljolynn Sperber, Caroline Stein, Jose Camacho

7:09 PM Motion was made by Frey; and Seconded by Chamberlin. Questions or comments were provided by Frey, Chamberlin, Rebelowski, Goodnow, Mockler, Coughlin, Younger, Chamberlin, Coughlin, Frey, Coughlin; with responses provided by President Younger.

7:44 PM M/S/C (Frey/Chamberlin) Move to pass Resolution No. 3400, providing guidance to the Lodging Tax Advisory Committee regarding 2027 Funding Priorities.

Voted in Favor of Motion: Rebelowski, Goodnow, Mockler, Chamberlin, Frey, Younger

Voted Opposed to Motion: Coughlin

Motion carried: 6-Yes; 1-No

COUNCIL MEMBER REPORTS

Anna Mockler announced the next District 6 Town Hall Meeting on Monday, July 14 beginning at 5:00 PM at the Bremerton Public Works Facility located at 100 Oyster Bay Avenue North which will focus on “Affordable Housing” (shelter, subsidized housing, affordable housing); announced there will be no meeting in August; invited Parks Director Tim Barker to respond to a few questions about Lulu Haddon Park; was happy to hear that Juneteenth is happening tomorrow; commented on action minutes, which are routinely used.

Michael Goodnow shared that he liked action minutes; corrected misinformation on his role in Quincy Square; and announced a concert on June 28 at 6:30 PM at the Roxy Theatre, with family members of the late Quincy Jones in attendance.

Jane Rebelowski provided a reminder for the next District 4 meeting on Tuesday, June 24th from 5:00 to 6:30 PM at Bremerton Foodline at 1600 12th Street, which will include discussion on the Mult Family Tax Exemption Program, the Transportation Benefit District car tab fee, and an update on what Council has accomplished in the past few months and what is anticipated for future agendas; was saddened by the political violence which claimed the lives of Minnesota lawmaker Representative Melissa Hortman (along with her husband and family’s dog) and hoped that Senator John Hoffman (and his wife) recover from their injuries; and Juneteenth Block Party on Thursday, June 19 from 1:00 to 5:00 PM at the Village Event Center on Perry Avenue.

Jeff Coughlin echoed Ms. Rebelowski’s sentiments; and in reference to Juneteenth, to appreciate how far we’ve come and how far we have to go.

Denise Frey commended the Kitsap County Commissioners on their budget; and looked forward to celebrating Juneteenth tomorrow at the Village.

Jennifer Chamberlin announced the next Warren Avenue Bridge Clean-Up with volunteers meeting on Saturday, June 21 at 9:00 AM; presented before and after pictures of volunteers with the Stephenson Canyon Stewardship group trail cleanup that started at 2800 Birch Street Trailhead; and announced the next event on Sunday, June 22 from 3:30 to 5:00 PM starting from the Morris Street Trailhead; spoke to her vote on Consent Agenda; addressed earlier comments on homelessness and substance abuse disorder; recalled that Council approved a Resolution last year and that she looked forward to regalia displayed in support of Pride being displayed from June 28 through the 3rd Week of July.

Eric Younger clarified that any Council Member may make a motion to move an item from the Consent Agenda to General Business before the vote is taken on the Consent Agenda.

At 8:11 PM, **President Younger** announced the Council would meet for 15-Minutes to discuss "Potential Litigation" as allowed under RCW 42.30.110 (i); and that action was anticipated.

At:8:27 PM, the Executive Session was extended by 10-minutes.

At 8:37 PM, **President Younger** called the meeting back to order; and asked Assistant City Attorney Brett Jette to explain the action before the Council.

There were no questions or comments from the public.

8:38 PM Motion was made by Coughlin and Seconded by Goodnow.

8:39 PM M/S/C (Coughlin/Goodnow) Move to authorize the City Attorney's Office to pursue any necessary legal action to abate nuisances and code violations, collect fines imposed for nuisances and code violations, and collect any fees and costs associated with the abatement of nuisances and code violations at 917 Wilbert Avenue, 417 Chester Avenue, 2815 Cascade View, 5600 Kitsap Way, and 135 Olympic Avenue in Bremerton, WA.

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

Voted Opposed to Motion:

Abstained: Chamberlin

Motion carried: 6-Yes; 0-No; 1-Absention

President Younger announced the next Study Session on Wednesday, June 25th beginning at 5:00 PM in the Council Conference Room. The public is welcome to attend the meeting in-person or remotely via Zoom, but there will be no opportunity to comment, and no action will be taken.

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

Prepared & Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 2nd day of July, 2025.

ERIC YOUNGER, City Council President

Attest:

ANGELA HOOVER, City Clerk

EY:AH:CG

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT:

Minutes of Study Session – June 25, 2025

Study Session Date: N/A

COUNCIL MEETING Date: July 2, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Study Session held on June 25, 2025 are attached.

ATTACHMENTS: Council Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

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

RECOMMENDED MOTION:

Move to approve the June 25, 2025 Study Session Minutes as presented.

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

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, June 25, 2025

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, June 25, 2025 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council President Eric Younger presiding. Other Council Members present were Jennifer Chamberlin, Denise Frey, Jane Rebelowski, and Anna Mockler. Council Members Jeff Coughlin and Michael Goodnow were absent. Legislative Office Manager Anne Williams provided staff support.

President Younger announced that Study Sessions are always open for the public to attend in-person or view remotely, and that any of the items approved for action by the Council tonight will be placed on the July 2, 2025 Council Meeting Agenda or as otherwise determined; and announced that tonight's agenda was amended to 1) update the order of items and 2) to add a 15-Minute Executive Session under Item C1, and action was anticipated.

It was further established that questions or comments by the public may be submitted on any item at any time by email to City.Council@bremertonwa.gov. And reminded everyone that audio recordings will be available online within a few days following the meeting.

A. **AGENDA BILL BRIEFINGS**

1. Professional Services Agreement with Industrial Systems, Inc. for Water Utility SCADA Master Plan **Consent Agenda**
2. Interlocal Agreement with Central Kitsap Fire & Rescue for Fueling **Consent Agenda**
3. Eliminate one (1) Corporal position and Add one (1) Sergeant position to the Bremerton Police Department; and Authorize the associated Budget Adjustment **Consent Agenda**
4. Ordinance to authorize Extension of Franchise Agreement with Cascade Natural Gas Corporation **Consent Agenda**
5. Interlocal Agreement with WA School Information Processing Cooperative **Consent Agenda**
6. Public Works Agreement with Flowline, LLC for the Sheridan Road Sewer Replacement Project **Consent Agenda**
7. Grant Agreement with WSDOT for Safe Routes to Schools Improvements View Ridge Elementary Phase II **Consent Agenda**
8. Public Works Agreement with New Line Services, Inc. (dba Agate Asphalt) for the Bremerton Safe Routes to Schools Project **Consent Agenda**

President Younger called a break from 5:53 to 6:01 PM.

B. **GENERAL COUNCIL BUSINESS**

1. ~~Update on Council Goals # 9 through 12 Parks and Environmental Stewardship – Council Members Anna Mockler, Jennifer Chamberlin, and Jane Rebelowski~~
2. ~~Update on Council Goal # 3 (ii) Historic Preservation Policy – Council Members Jeff Coughlin, Denise Frey, and Jane Rebelowski~~
3. Update on Council Goal #1 Community Outreach Policy – Council Members Jennifer Chamberlin and Anna Mockler

Follow-Up: Dr. Jeneise Briggs, Diversity and Community Engagement Manager to be invited to provide an update on her engagement work later this year; and President Younger will contact the Superintendent of Bremerton School District.

4. Public Safety Committee Briefing (Last Meeting 6/5/25) – Vice Chair Anna Mockler
Reported there was discussion on fireworks outreach.
5. Public Works Committee Briefing (Last Meeting 6/17/25) – Chair Jane Rebelowski
6. Audit Committee Briefing (Last Meeting 6/23/25) – Chair Anna Mockler
Follow-Up: Input to be gathered from staff on time commitment and meeting frequency.
7. Parks, Finance, Investment, & Parking Committee Briefing (Last Meeting 6/24/25) – Council Jane Rebelowski
Reported that paperwork for purchase and sale agreement for the shelter location is being finalized this week.
8. Regional and Other Committee/Board Briefings
9. Other General Council Business was also discussed, including the next District Six Town Hall to host an affordable housing discussion on July 14.

*At 6:45 PM, **President Younger** announced the Council would meet for 15-Minutes to discuss “Potential Litigation” as allowed under RCW 42.30.110 (i); and that action was anticipated.*

*At 7:00 PM, **President Younger** called the meeting back to order; and asked **City Attorney Kylie Finnell** to explain the action before the Council.*

There were no questions or comments from the public.

7:02 PM Motion was made by Chamberlin and seconded by Rebelowski.

7:02 PM M/S/C/U (Chamberlin/Rebelowski) Move to authorize the City Attorney’s Office to pursue legal action necessary to challenge unlawful Federal grant conditions that threaten funds needed to support critical programs and services. ***Motion carried unanimously***

President Younger announced the next Council Meeting will be on Wednesday, July 2nd beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center. He further established that the public is invited to attend in person or remotely, but anyone wishing to speak during Public Recognition via Zoom must submit their request through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting.

With no further business, the Study Session was adjourned at 7:03 PM.

Prepared & Submitted by:

Anne Williams

ANNE WILLIAMS
Legislative Office Manager

APPROVED by the City Council on the 2nd day of July, 2025.

ERIC YOUNGER, Council President

ATTEST:

ANGELA HOOVER, City Clerk

EY:AH:AW

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Professional Services Agreement with
Industrial Systems, Inc. for Water Utility
SCADA Master Plan

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: Public Works & Utilities

Presenter: T. Barger/C. Apfelbeck

Phone: (360) 204-6078

SUMMARY: The Water Utility relies on its Supervisory Control and Data Acquisition System (SCADA) for continuous oversight and operation of drinking water supply, treatment, and distribution. SCADA provides real-time remote monitoring of system processes and water quality – alerting operators to out-of-spec conditions, automates communication among facilities, controls sensitive instrumentation and equipment, records data and trends, and enables reporting for optimization and regulatory compliance.

System components run on a backbone of computer networking and need continual updating as technology advances, components become obsolete, new security threats arise, and industry standards or requirements change. A master plan is the vehicle that provides the structure and planning for system renewal and improvement, describes the policies and procedures that govern system use, and establishes a process for system re-assessment and master plan updates.

This project will develop the Water Utility's first formal SCADA master plan and includes a cybersecurity assessment to inform the broader Water Utility 2025 Risk and Resilience Assessment Update.

ATTACHMENTS: 1) Project Summary and 2) Professional Services Agreement that sets terms and conditions, scope of work, and deliverables

FISCAL IMPACTS (Include Budgeted Amount): \$150,000 from the Water Utility Capital budget. Project part of approved CIP; no budget additions or changes required.

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

RECOMMENDED MOTION:

Move to approve the Professional Services Agreement between the City of Bremerton and Industrial Systems, 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

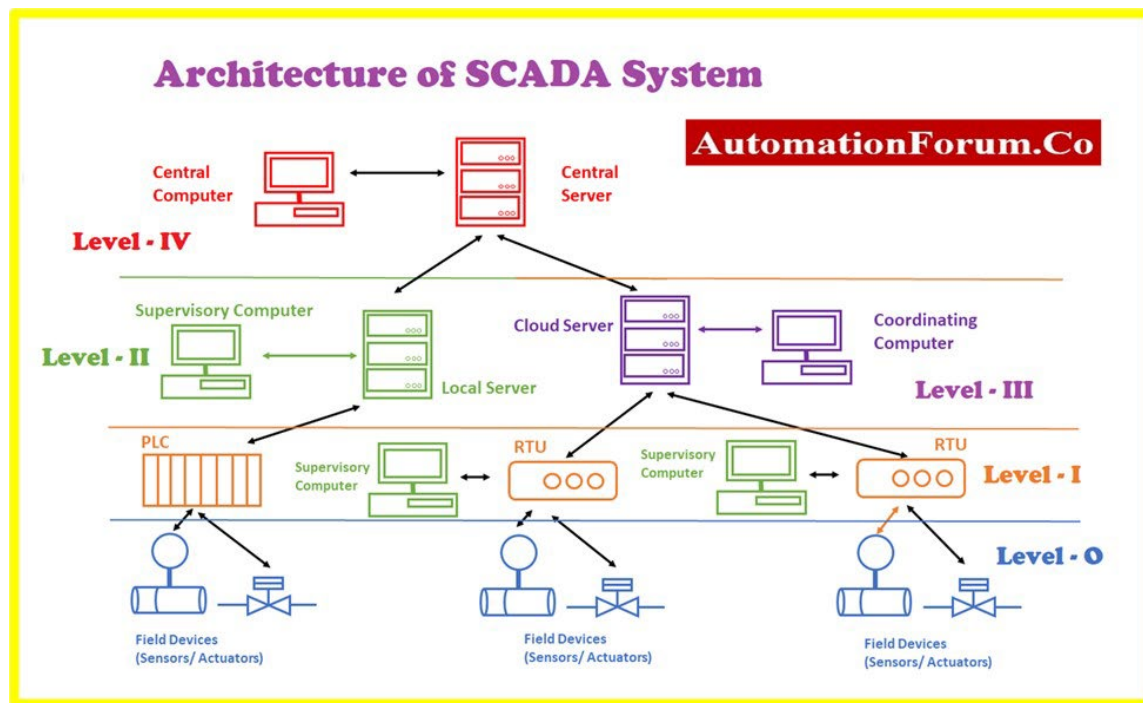
SCADA Master Plan

Tim Barger, Senior Water Operator, Project Manager

Basis for project: The Water Utility relies on its Supervisory Control and Data Acquisition System (SCADA) for continuous oversight and operation of drinking water supply, treatment, and distribution. SCADA provides real-time remote monitoring of system processes and water quality – alerting operators to out-of-spec conditions, automates communication among facilities, controls sensitive instrumentation and equipment, records data and trends, and enables reporting for optimization and regulatory compliance.

System components run on a backbone of computer networking (figure below) and need continual updating as technology advances, components become obsolete, new security threats arise, and industry standards or requirements change. A master plan is the vehicle that provides the structure and planning for system renewal and improvement, describes the policies and procedures that govern system use, and establishes a process for system re-assessment and master plan updates.

This project will develop the Water Utility's first formal SCADA master plan and includes a cybersecurity assessment to inform the broader Water Utility 2025 Risk and Resilience Assessment Update.



Basic SCADA System Layout

Project Description:

TASK 1. Define Current State

Define and evaluate the existing SCADA system to determine deficiencies or opportunities for improvement. This includes a full audit and condition assessment of SCADA hardware and software, communications pathways, cybersecurity measures, integration standards, and system scaling. This will include a thorough cybersecurity risk assessment utilizing an industry standard method.

TASK 2. Define Desired State

Thoroughly review published standards, industry trends, and best practices; gather utility staff input; and develop recommended upgrades/improvements to inform decision-making to define the desired state.

This will include a provisional SCADA staffing needs assessment based upon system size and complexity.

TASK 3. Conduct Gap Analysis

Analyze the gap between the current state and the desired state. Identify what actions must be taken to achieve the desired state.

TASK 4. Develop Prioritized Project List and Implementation Roadmap

Develop a comprehensive list of both internal (operations and maintenance) and external (capital) projects. Work with utility staff to prioritize projects and develop an implementation roadmap with emphasis on maximum reliability, security, cost effectiveness, and scalability.

TASK 5. Review and Recommend Policies and Procedures

Review existing SCADA utilization policies and procedures to identify necessary improvements.

Project location: 50+ Water Utility facilities monitored and controlled by SCADA

Bid Solicitation: A Request for Qualifications solicitation was offered to eight consultants carefully selected from the Municipal Research Services Center consultant roster. IAW BMC 2.76.060, the City selected Industrial Systems, Inc. based upon demonstrated experience and knowledge within this specialized area of expertise and upon performance providing similar services to other agencies.

Amount: \$150,000 (including tax)

Fund: Water Utility Capital Budget (534.50324)

Project deadline: Project to be completed by March 2026.

PROFESSIONAL SERVICES AGREEMENT

Water Utility SCADA Master Plan

The City of Bremerton (“City”) and Industrial Systems, 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 May 20, 2025, 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 \$150,000.00. 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. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

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

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

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

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

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

V. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. General Conditions:

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

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be kept strictly confidential. All documents including electronic documents will be kept in secure locations and inaccessible to persons not working for Consultant in connection with the services performed by the Consultant under this Agreement. All records 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 Vancouver, 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. Upon notice from the City that all deliverables are final and accepted, the Consultant will immediately destroy by shredding any physical copy of project documents and permanently destroy any electronic copy of project documents, with the exception of contractual and financial records. Any reuse of documents by the City for other than the specific purpose intended will be at City's sole risk.

C. Non-Disclosure Agreement. Consultant shall abide by and sign the Non-Disclosure Agreement incorporated herein and attached hereto as Exhibit D.

D. 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.

E. 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.

F. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Vancouver, 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.

G. 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.

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

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

J. 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:

Attn: Tim Barger
City of Bremerton
100 Oyster Bay Ave
Bremerton, WA 98312

CONSULTANT:

Attn: Mike Wallis, P.E.
Industrial Systems, Inc
12119 NE 99th St., Suite 2090
Vancouver, WA 98682

K. 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.

L. 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.

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

N. 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.

O. 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.

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

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other

Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

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

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

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

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

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

CITY:

CONSULTANT:

CITY OF BREMERTON

INDUSTRIAL SYSTEMS, INC.

By: _____

Print Name: Greg Wheeler

Its: Mayor

Date: _____

By: _____

Print Name: Troy B. Collison

Its: President

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

Kylie J. Finnell, Bremerton City Attorney

By: _____

Angela Hoover, City Clerk

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

EXHIBIT A SCOPE OF WORK



Cami Apfelbeck
City of Bremerton, Public Works & Utilities
Bremerton, WA

May 20, 2025

Subject: Bremerton Water SCADA Master Plan, Rev 1.0

Dear Ms. Apfelbeck,

Industrial Systems, Inc. is pleased to provide you with the following proposal for electrical and control system services. As always, we look forward to working with you on this project.

Summary:

Industrial Systems has been selected to provide assistance in developing a SCADA Master Plan for the City of Bremerton's Water Utility. This proposal defines the scope of work required to develop this SCADA Master Plan.

Scope of Work:

Task 1 – Project Management

- 1.1 Invoices and Status Reports
- 1.2 Project Kickoff Meeting
- 1.3 Coordination with City Staff
- 1.4 Project Status Meetings
- 1.5 Project Schedule
- 1.6 Quality Assurance and Quality Control (QA/QC)

Task 2 – Define Current State

- 2.1 Site visits (3 consecutive days) to gather information and document existing system
 - There are approximately 50 different sites to visit, based on the initial list of sites provided. These are pump stations, booster stations, reservoirs, surface water intake facilities, flow control and seismic actuator sites, and wells.

12119 NE 99th St, Suite 2090 Vancouver, WA 98682
Voice: (360) 718-7267 Fax: (360) 952-8958
OR CCB# 196597 - WA #INDUSSI880K9
AK #1018436

- Document each site with photos and field notes as well as any available existing documentation
- 2.2 Compile Existing Documentation
 - Gather documentation from the City's system integrator, PumpTech (formally L2 Systems)
 - Review as-builts, PLC programs, and any other relevant documentation
 - Review projects that are underway or planned
- 2.3 Identify deficiencies in existing system
- 2.4 Identify opportunities for improvement
- 2.5 Assess the telemetry at each site and the overall communications network
- 2.6 Compile documentation and recommendations in a report

Task 3 – Cybersecurity Risk Assessment

- 3.1 This risk assessment will determine vulnerabilities, compliance with latest standards, and recommendations for a more secure architecture. This risk assessment is expected to be used as part of the City's five-year risk and resiliency plan, in addition to being part of this master plan. The assessment will be compiled into a report section.
- 3.2 Workshop (2 hours) for cybersecurity risk analysis

Task 4 – Define Desired State

- 4.1 Review the latest industry standards and best practices
- 4.2 Staff interviews. These will be onsite, in-person meetings. There are approximately nine staff members that will be interviewed to help identify both the shortcomings of the existing system and the desired state. These interviews are expected to be conducted in a single day.
- 4.3 Document the desired state, including communications, SCADA system architecture, cybersecurity, hardware, software, and best practices.

Task 5 – Conduct Gap Analysis

- 5.1 Analyze the gap between the current state and the desired state. This involves comparing the current capabilities with best practices and regulatory standards, and identifying single points of failure or unsupported software and hardware.
- 5.2 Identify what is required to bridge the gap between the current state and the desired state. These recommendations will be used in the next task to identify projects. Develop an approach to transforming the system for its existing state to the desired state.

Task 6 – Develop Prioritized Project List and Implementation Roadmap

- 6.1 Develop a comprehensive list of projects of both internal (operations and maintenance) and external (capital) projects. Project list will state the purpose of each project, and include a Class 4 cost estimate.
- 6.2 Workshop (2 hours) with staff to discuss projects, project prioritization, and implementation roadmap.
- 6.3 Implementation roadmap that focuses on reliability, security, cost effectiveness, and scalability. This includes looking at options for project phasing, both for short term solutions and long-term solutions.
- 6.4 Compile the project list and implementation roadmap in a report.

Task 7 – Review and Recommend Policies and Procedures

- 7.1 Review existing SCADA utilization policies and procedures, and identify necessary improvements
- 7.2 Compile list of recommended policies and procedural improvements. These include cybersecurity practices, PLC and HMI programming conventions, data logging, alarm management, tag name conventions, and documentation protocols.
- 7.3 Develop Disaster Recovery Plan that provides procedures for backing up and restoring critical systems.

Task 8 – Final Comprehensive SCADA Master Plan

- 8.1 The final report will incorporate all the written reports, lists, implementation roadmap, other outcomes of all tasks, and an executive summary.

Deliverables:

Task 1 – Project Management

- Invoices and Status Reports
- Meeting Notes
- Project Schedule

Task 2 – Define Current State

- Inventory of current equipment and software
- Report summarizing deficiencies and opportunities for improvement
- Report for cybersecurity risk assessment
- Workshop summary

- Written report section

Task 3 – Cybersecurity Risk Assessment

- Written report
- Workshop summary

Task 4 – Define Desired State

- Staff interview notes
- Written report defining the desired state of the SCADA system

Task 5 – Conduct Gap Analysis

- Written report section that identifies the gap between the current state and the desired state, and the actions required to bridge the gap

Task 6 – Develop Prioritized Project List and Implementation Roadmap

- Workshop summary
- Written report section

Task 7 – Review and Recommend Policies and Procedures

- Written report section

Task 8 – Final comprehensive SCADA Master Plan

- Final comprehensive SCADA Master Plan report

Assumptions:

1. A mutually agreeable schedule will be negotiated for completion of this work
2. Existing system documentation will be made available at the beginning of the project.
3. City staff will provide all necessary background information, documentation and system data to support project milestones and avoid schedule delays.
4. Key stakeholders at the City will be available for scheduled meetings, workshops, and interviews as needed throughout the project.
5. Access to facilities and control rooms will be available during the assessment site visits.
6. There are several ongoing projects that may change throughout the project. The master plan will document these projects and their impact, but may not capture the latest state of the projects when the master plan is finalized.

7. The City will provide their current IT and cybersecurity policies and procedures to help inform the recommendations in the cybersecurity risk assessment.
8. Workshops will be held virtually

Exclusions:

1. SCADA System Implementation
2. Design drawings or specifications
3. Permitting assistance
4. Utility coordination
5. Deliverables not defined herein
6. Services not specifically listed herein
7. Site visits other than listed above

Fee Proposal:

Industrial Systems, Inc. proposes to provide the services and materials listed above on a T&M basis. The fees shall be as listed in the summary below and include an estimate for Travel & Expenses.

Price - Estimated Fee.....\$145,414.00

This quote is valid for 30 days from the date issued.

For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision. Multi-year projects are subject to annual rate increases and contract amount escalations.

Terms shall be mutually agreed upon between Industrial Systems and the City of Bremerton.

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Mike Wallis

5/20/2025

Mike Wallis

Date

Enclosures: Rate Schedule and Estimate of Hours

**EXHIBIT B
WORK SCHEDULE**

TASK	COMPLETION DATE
TASK 2 - EVALUATE CURRENT STATE	SEPTEMBER 1, 2025
TASK 3 - CYBERSECURITY RISK ASSESSMENT	SEPTEMBER 1, 2025
DRAFT REPORT	AUGUST 8, 2025
FINAL REPORT	SEPTEMBER 1, 2025
TASK 4 - DEFINE DESIRED STATE	SEPTEMBER 29, 2025
TASK 5 - GAP ANALYSIS	OCTOBER 20, 2025
TASK 6 - PROJECT LIST AND IMPLEMENTATION ROADMAP	DECEMBER 15, 2025
TASK 7 - POLICIES AND PROCEDURES	DECEMBER 15, 2025
TASK 8 - FINAL SCADA MASTER PLAN	FEBRUARY 9, 2026

EXHIBIT C FEE SCHEDULE



12119 NE 99th Street
Suite #2090
Vancouver, WA 98682
Phone: (360) 718-7267 Fax: (360) 952-8958
Email: is@is-inc.com

2025 RATE SCHEDULE

PRINCIPAL.....	\$230 /HR
PROJECT MANAGER	\$208 /HR
SENIOR DESIGN/PROGRAMMING STAFF	\$184 /HR
DESIGN / PROGRAMMING STAFF.....	\$170 /HR
JUNIOR DESIGN/PROGRAMMING STAFF.....	\$140 /HR
TECHNICIAN	\$120 /HR
DRAFTING.....	\$90 /HR
CLERICAL.....	\$70 /HR

MILEAGE AND OTHER EXPENSES.....COST PLUS 20%
(The 2025 IRS allowable mileage rate is assumed to be \$0.70 / mile)

Expires: 12/31/25 - Subject to revision after this date

RATE SHEET

EXHIBIT D NON-DISCLOSURE AGREEMENT

In order for the City of Bremerton Water Utility (“City”) to develop a SCADA Master Plan, the City is entering into this Professional Services Agreement with a qualified consulting firm (“Consultant”).

While developing a SCADA Master Plan, the Consultant will obtain, utilize, and, in some part, reproduce via the master plan, sensitive security/cybersecurity documentation and information describing the City’s SCADA Virtual Private Network and system configuration/components.

The Consultant selected to perform this work agrees to the following:

1. The Consultant will store all project documents and information in a secure location. All physical and electronic documents and information will only be accessible to persons working for Consultant in connection with services performed under the Professional Services Agreement.
2. The Consultant will not, and will not allow any other person or entity to copy, reproduce, or disclose project documents or information unless:
 - a. The information becomes known to the public without the fault of Consultant;
 - b. The information is disclosed publicly by the City;
 - c. Authorized by the City in writing; or
 - d. Required by law to disclose the information.
3. Upon notice from the City that all deliverables are final and accepted, the Consultant will immediately destroy by shredding any physical copy of project documents and permanently destroy any electronic copy of project documents, with the exception of contractual and financial records.
4. In the event of a breach of this Agreement, the City shall be entitled to pursue any remedy now or hereafter available under the law up to and including any damages and costs related to the disclosure of information and necessary action to prevent future harm to the City due to such disclosures.

The undersigned hereby represent and warrant that the undersigned has the authority and is authorized to execute this Agreement.

Dated: _____
Industrial Systems, Inc.

Signature: _____
Printed Name: Troy B. Collison
Title: President

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Interlocal Agreement with Central Kitsap Fire
& Rescue for Fueling

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5380

SUMMARY: The Fire Department is requesting to enter into an agreement with Central Kitsap Fire and Rescue to provide fuel for them during the construction of their fire station.

ATTACHMENTS: ILA

FISCAL IMPACTS (Include Budgeted Amount): The fiscal impact would be \$0.

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

RECOMMENDED MOTION:

Move to approve the Interlocal Agreement with Central Kitsap Fire & Rescue 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 AGREEMENT

BETWEEN THE CITY OF BREMERTON

AND CENTRAL KITSAP FIRE AND RESCUE

THIS AGREEMENT, has been made and entered into this _____ day of _____, 2025. The parties to this Agreement are: The City of Bremerton ("City") and Central Kitsap Fire & Rescue ("Fire District" or "CKFR").

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

PURPOSE, purpose of this Agreement is to establish a short-term arrangement wherein the City provides fuel at its Station 3 facility for purchase by the Fire District.

NOW THEREFORE, in consideration of the mutual interest contained herein, the parties do agree as follows:

1. Term of Agreement – This agreement will remain in effect until June 30, 2027. If either party wishes to terminate this Agreement prior to the end of the term, 10-day notice shall be given to the other party, and such notice shall be in writing, or by appropriate agency email, to the designated representative indicated in Section 9. No cause shall be necessary to terminate this Agreement by either party.
2. Ownership – Ownership and maintenance responsibility of the fueling facility remains with the City.
3. Compensation –the Fire District agrees to pay the City for any fueling cards and fuel dispensed to Fire District vehicles. The fuel pricing will reflect the actual costs incurred for provisioning as determined by the City. Cost information will be made available to Fire District staff upon request. The City will track fuel usage by the Fire District and provide a detailed invoice to the Fire District monthly.
4. No Separate Entity – No separate legal or administrative entity is created by this Agreement.
5. Indemnification – CKFR agrees to indemnify, defend and hold the City its elected officials, officers, employees, agents, and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the tortious negligent acts, errors or omissions of CKFR, its elected officials, commissioners, officers, employees, agents, and volunteers.

The City agrees to indemnify, defend and hold CKFR, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all tort claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the tortious negligent acts, errors, or omissions of the City, its employees or agents.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Insurance – The City of Bremerton and Central Kitsap Fire and Rescue shall each carry appropriate liability and property damage insurance to cover any loss occasioned by their negligent actions arising from or resulting from damage related to their actions pursuant to this Agreement. Each party agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause, arising out of or connected with the performance of this Agreement.
7. Compliance with Laws – The Parties shall comply with all state, federal, and local laws in the implementation and operation of the Program.
8. Disputes – The Parties shall seek to resolve all disputes by negotiation and agreement. Neither party may bring suit with respect to this Agreement without first attempting to resolve the dispute through mediation. Any mediation shall be through Judicial Dispute Resolution LLC or some other mutually acceptable mediation service. The exclusive venue for any suit with respect to this Agreement shall be in Kitsap County, and both Parties irrevocably submit to the venue and jurisdiction of such courts.
9. Notice – Any notice or communication required arising out of or connected with this Agreement shall be sent to the following:

Central Kitsap Fire and Rescue: Jason Christian, Fire Chief, JChristian@ckfr.org

City of Bremerton: Pat McGanney, Fire Chief,
Patrick.mcganney@ci.bremerton.wa.us

10. Posting Agreement – Following execution of this agreement each Party shall file it as required by RCW 39.34.040.
11. Complete Agreement – This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understanding shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

THIS AGREEMENT IS APPROVED BY:

Central Kitsap Fire and Rescue

Jason Christian, Fire Chief

Date

City of Bremerton

Greg Wheeler, Mayor

Date

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT:

Eliminate one (1) Corporal Position and
Establish one (1) Sergeant Position to
the Bremerton Police Department; and
Authorize the associated Budget Adjustment

Study Session Date:	June 25, 2025
COUNCIL MEETING Date:	July 2, 2025
Department:	Police
Presenter:	Chief Tom Wolfe
Phone:	(360) 473-5224

SUMMARY:

To add a BPD Sergeant position with the Office of Professional Standards (OPS) Unit. The OPS currently has one member to conduct thorough investigations of all complaints. Additional staffing will allow OPS to conduct the investigations in a transparent and timely manner.

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount):

6.7% rate increase from the BPOG's Appendix A, Corporal 5th step, to the first step Police Sergeant. (Corporal 5th step - \$5,014.68 semi-monthly to Sergeant 1st step - \$5,350.50 semi-monthly).

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

RECOMMENDED MOTION:

Move to authorize the elimination of one (1) Bremerton Police Department Corporal position and add one (1) Bremerton Police Department Sergeant position; and authorize the associated budget adjustment.

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4G

SUBJECT:

Ordinance No. 5516 to authorize Extension
of Franchise Agreement with Cascade
Natural Gas Corporation

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: Legal

Presenter: Melinda Monroe

Phone: (360) 473-5306

SUMMARY: The City would like to present for consideration a 1-year extension of term to the Cascade Natural Gas Franchise Agreement. The extension will allow for negotiations of a long-term renewal.

ATTACHMENTS: Ordinance No. 5516 Cascade Natural Gas Extension

FISCAL IMPACTS (Include Budgeted Amount): n/a

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

RECOMMENDED MOTION:

Move to pass Ordinance No. 5516 approving an extension to the Franchise Agreement with Cascade Natural Gas; 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

ORDINANCE NO. 5516

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, AUTHORIZING THE CITY COUNCIL TO EXTEND A FRANCHISE AGREEMENT WITH CASCADE NATURAL GAS CORPORATION.

WHEREAS, the City of Bremerton ("the City") entered into a franchise agreement with CASCADE NATURAL GAS CORPORATION (the "Grantee") as authorized by Ordinance No. 5271 on April 4th, 2015 known jointly as the "Franchise Agreement;" and

WHEREAS, the parties mutually agree to extend the franchise term for an additional one (1) year, per section 18.2 of Ord. 5271 and therefore results in the expiration of the Franchise Agreement on April 3rd, 2026; and

WHEREAS, both the City and CASCADE NATURAL GAS CORPORATION believe it is in their mutual interest, and in the public interest, to extend the term of the Franchise for an additional period of time in order to negotiate a longer-term Franchise with mutually agreeable terms but do not desire to interrupt natural gas service in the City; and

WHEREAS, the City and CASCADE NATURAL GAS CORPORATION have reached a mutual agreement for a one (1) year extension, effective April 4th, 2025, and expiring one (1) year from effective date.

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

Section 1. That the Franchise Agreement with CASCADE NATURAL GAS CORPORATION referred to in Ordinance No. 5271 shall be extended for a period of one (1) year, expiring one (1) year from the effective date of this ordinance.

Section 2. That the Franchise Agreement with CASCADE NATURAL GAS CORPORATION referred to in Ordinance No. 5271, shall be extended with the same terms and conditions except for the effective date and termination dates, which shall be as set forth in this ordinance.

Section 3. If any provision of this ordinance is determined to be invalid or unenforceable for any reason by federal, state, or local law, the remaining provisions of this ordinance and/or the provisions set forth in the Franchise Agreement with CASCADE NATURAL GAS CORPORATION referred to in Ordinance No 5271 will remain in force and affect.

Section 4. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Neither party waives any rights which it enjoys under law as a result of agreeing to this extension.

Section 6. This ordinance shall be in full effect on _____, 2025, which is more than ten (10) days after publication in the City's newspaper of record. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council the _____ day of _____, 2025.

Eric Younger, Council President

Approved this _____ day of _____, 2025.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2025.
EFFECTIVE the _____ day of _____, 2025.
ORDINANCE NO. _____.

Franchise Extension Acceptance

This acceptance of the Franchise Extension is unconditionally made without reservation. Grantee CASCADE NATURAL GAS CORPORATION accepts this Ordinance passed by the City extending the term of the Franchise Agreement referred to in Ordinance No. 5271.

Accepted and approved, _____.

CASCADE NATURAL GAS CORPORATION

Name: _____

Title: _____

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4H

SUBJECT:

Interlocal Agreement with WA School
Information Processing Cooperative

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: FINANCE

Presenter: MELINDA MONROE

Phone: (360) 473-5306

SUMMARY: This interlocal purchasing agreement provides the City of Bremerton access to the cooperative purchasing services managed by the Washington School Information Processing Cooperative in Everett, Washington. It allows the City of Bremerton to purchase via the public procurement provided under this purchasing cooperative and provides expediated options for the purchase of supplies, goods and personal services.

ATTACHMENTS: 1) Interlocal Agreement

FISCAL IMPACTS (Include Budgeted Amount): n/a

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

RECOMMENDED MOTION:

Move to approve the Interlocal Agreement between the Washington School Information Processing Cooperative and the City of Bremerton; 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 Agreement Between
Washington School Information Processing Cooperative
And CITY OF BREMERTON**

The interlocal agreement is hereby entered into by and between City of Bremerton and the Washington School Information Processing Cooperative, Everett WA (hereinafter WSIPC).

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for the interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties wish to utilize each other's contracts when it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. Purpose: The purpose of this agreement is to authorize the acquisition of goods and services under contracts where a price is extended by bidders to other governmental agencies.
2. Scope. This agreement shall allow the following activities: purchase or acquisition of supplies, materials, equipment, and services by City of Bremerton under contracts made by WSIPC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in advance, in writing.
3. Duration of Agreement-Termination. This agreement shall remain in force until canceled by either party by written notice to the other party.
4. Right to Contract Independent Action Preserved. WSIPC does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement. Each party also reserves the right to contract independently for the acquisition of goods and services and shall be independently responsible for the ownership, holding and disposal of property acquired for such party under this agreement.
5. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

6. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition process of any goods or services intended for use by the other party.
7. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
8. Interlocal Cooperation Disclosure. Each party may insert in its solicitation for goods and services any provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the opportunity of extending its bid to those other agencies at the same bid price, terms, and conditions.
9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, hereunder to a third party, unless mutually agreed on in writing. Neither party may assign this agreement without the written consent of the other party.
10. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligence or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility for the other party for the consequences of any act or admission of the other party of any person, firms, or corporation not a party to this agreement.
11. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or reinforcement of such provisions.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

By:

WSIPC
2121 W. Casino Road
Everett, Washington 98204

By:

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

By: _____

Name: Nancy Walsh

Title: Chief Financial Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4I

SUBJECT:

Public Works Agreement with Flowline, LLC
for the Sheridan Road Sewer Replacement
Project

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: Public Works & Utilities

Presenter: Denton Lynch

Phone: (360) 473-6156

SUMMARY: The Work includes but is not limited to replacement of approximately 137 LF of 8-inch gravity sewer pipeline in Sheridan Road.

Requests for bids were sent to contractors selected from the Municipal Research and Services Center (MRSC) Small Works Roster. 7 bids were received. Bids were opened on June 12, 2025. The lowest responsive, responsible bidder was Flowline, LLC who submitted a bid in the amount of \$156,252.47, which includes sales tax. The Engineer's estimate was \$200,000.00.

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

FISCAL IMPACTS (Include Budgeted Amount):

The work is fully funded in the 2025 Wastewater Capital Budget.

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

RECOMMENDED MOTION:

Move to approve the Public Works Agreement with Flowline, LLC for the Sheridan Road Sewer Replacement Project in the amount of \$156,252.47; 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

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation (“City”), and Flowline LLC (“Contractor”), whose mailing address is 16815 Pacific Ave S #4, Spanaway, WA 98387.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City described in the Bid Documents titled: **Sheridan Road Sewer Replacement**

2. TIME OF COMPLETION. Contractor shall complete the work within 60 calendar days from the date of issuance of the City’s Notice to Proceed.

3. COMPENSATION. The City shall pay the Contractor the total amount of \$156,252.47, Applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the project.

- A. Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a performance bond for the full contract amount to be in effect until thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- B. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City’s written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion

of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

- D. Final Payment: Waiver of Claims. THE MAKING OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL PRECLUDE ALL CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. INDEPENDENT CONTRACTOR. Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure 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 Contractor, officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees and sub- contractors.

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

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

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

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

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

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
 - 1. Immediately give a signed written notice of protest to the City;
 - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Contract’s protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this agreement that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have

access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE. The Contractor shall procure and maintain for the duration of this agreement insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of

the work by the Contractor, its agents, representative, employees, sub-consultants or sub-contractors.

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

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

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

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

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

12. MISCELLANEOUS.

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

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

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.

D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

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

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in

defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise 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 on this agreement.

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

J. Modification. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

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

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

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

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

O. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

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

CONTRACTOR

THE CITY OF BREMERTON

Print Name:_____

Title:_____

DATE

Notices to be sent to:

CONTRACTOR:

Print Name:_____

Title:_____

DATE

Notices to be sent to:

CITY OF BREMERTON:

345 6th Street, Suite 100
Bremerton, WA 98337
(360) _____
(360) _____ (facsimile)

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk



CITY OF BREMERTON
DEPARTMENT OF PUBLIC WORKS & UTILITIES
ENGINEERING DIVISION

SHERIDAN ROAD SEWER REPLACEMENT PROJECT LOCATION MAP

**CITY OF BREMERTON
BID TABULATION**

BID TITLE:	58002 - Sheridan Road Sewer Replacement			OPENED BY:	Alex Daugherty
DATE OPENED:	6/12/2025	TIME OPENED:	1:00 PM	RECORDED BY:	Bill Davis

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
Nova Contracting	YES	231,000.00	21,252.00	252,252.00
Pacific Civil	YES	156,362.00	14,385.30	170,747.30
Vet Industrial	YES	256,669.00	23,613.55	280,282.55
C&C Development (did not ack addenda)	YES (CASH)	152,620.72	14,041.11	166,661.83
ACI	YES	176,000.00	16,192.00	192,192.00
NW CASCADE (did not ack addenda)	YES	169776	15,619.39	185,395.39
Flowline	YES	143088.34	13,164.13	156,252.47
CURRENT SALES TAX RATE	9.20%			

SUMMARY	
ENGINEER ESTIMATE (INCLUDING SALES TAX)	\$200,000.00
APPARENT LOW BIDDER	Flowline
SECOND LOW BIDDER	C&C Development
THIRD LOW BIDDER	Pacific Civil

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4J

SUBJECT:

Grant Agreement with WSDOT for Safe
Routes to Schools Improvements
View Ridge Elementary Phase II

Study Session Date: June 25, 2025

COUNCIL MEETING Date: July 2, 2025

Department: PW&U-Engineering

Presenter: Nick Ataie

Phone: (360) 473-2306

SUMMARY:

The 2025 – 2030 Capital Improvement Plan (CIP) includes programmed funding for Phase 2 of Safe Routes to School (SRTS) improvements serving View Ridge Elementary. The project scope of work consists of a continuation of non-motorized improvements along Almira Drive between Ivy Road and Riddell Rd as a continuation of Phase 1 improvements. In early 2025, the City was notified by WSDOT that the project was selected to receive \$5.912 million in funding through the state's 2024 Supplemental Transportation Budget under "Move Ahead Washington" (MAWA) which includes appropriations from the Climate Commitment Act (CCA). The grant funding would be allocated to all project phases including preliminary engineering, right of way, and construction. The original grant request from the City included \$600,000 in local matching funds, however, additional local revenues will be required for non-eligible project costs and will be reflected in a mid-year budget adjustment. The offered grant will be in WSDOT Standard Forms, with their standard terms and conditions.

ATTACHMENTS:

1. WSDOT Award Letter
2. Project Location Map
3. WSDOT State Funding Agreement (Blank)

FISCAL IMPACTS (Include Budgeted Amount):

This project is included in the 2025 – 2030 CIP. The preliminary estimated overall project budget is approximately \$7.5 million including local revenues in transportation, stormwater, and wastewater capital funds.

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

RECOMMENDED MOTION:

Move to approve the Grant Agreement with the Washington State Department of Transportation; 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

January 3, 2025

Mr. Thomas Knuckey
Public Works Director
City of Bremerton
100 Oyster Bay Avenue N
Bremerton, WA 98312

**RE: View Ridge SRTS
Move Ahead WA – Capital Projects
2024 Supplemental Transportation Budget
State Funding**

Dear Mr. Knuckey:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding in the 2024 Supplemental Transportation Budget through the Move Ahead Washington (MAWA) – Capital Projects, effective January 1, 2025. The state funding is limited as shown below:

View Ridge SRTS

\$5,912,000

2023-25 Available Funding: \$ 5,912,000 (Climate Commitment Act Funds)

Scope: To enhance and provide continuous sidewalk and bicycle facilities serving areas immediately north of View Ridge Elementary School. Existing sidewalk routes near SR 303 are not continuous and curb ramps at intersections are not ADA-compliant. Many View Ridge families work at the shipyard and Naval Base Kitsap.

In the event the 2023-25 funding is not all reimbursed, WSDOT will need to request the remaining funding through the 2025-27 budget development. Therefore, it is critical that your agency update the Local Project Report detailing the project's delivery, so that the funding aligns with the project schedule. As a reminder, the amount of MAWA funds available in the biennium is contained within the enacting legislation.

In order to meet state requirements, the following are required:

- ***Project expenditures incurred prior to execution of the Local Programs State Funding Agreement and notification from Local Programs that the state funds are authorized are not eligible for reimbursement.***
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;

Mr. Thomas Knuckey
City of Bremerton
January 3, 2025

- ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is [REDACTED] and your password is [REDACTED]. The password is case sensitive.
- On January 16, 2024, Governor Inslee issued Directive 24-01 “Use of Climate Commitment Act Branding in Agency Contracts.” The directive compels agencies like WSDOT that administer Climate Commitment Act (CCA)-funded programs to require subrecipients to implement consistent branding and funding acknowledgements. Therefore, **you are required to use the governor’s branding guidance for this CCA-funded project.** If CCA is a portion of your project’s overall funding, please also list other funding sources as applicable on your communications including webpages. It is important to note that there is no additional funding for this effort, so please do what is feasible relative to your grant award. The Governor’s directive and related branding requirements are attached to this letter.

Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, John Ho at 564.669.1018 or John.Ho@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

Attachments

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
John Ho, PE, Olympic Region Local Programs Engineer



STATE OF WASHINGTON
— OFFICE OF GOVERNOR JAY INSLEE —

**DIRECTIVE OF THE GOVERNOR
24-01**

Date: January 16, 2024

To: Executive and Small Cabinet Agencies

From: Governor Jay Inslee

Subject: Use of Climate Commitment Act Branding in Agency Contracts

As agencies begin deploying appropriations from the Climate Commitment Act (CCA), we are creating tools to ensure transparency about how CCA funding is being put to work across the state. One of the ways we can help people see CCA benefits in their own neighborhoods and communities is through consistent branding and funding acknowledgements.

Effective today, January 16, 2024, agency contracts related to CCA-funded programs and projects *must* include provisions consistent with the attached branding contract guidelines.

The CCA is supercharging state efforts to reduce pollution and keep our air clean. The projects and programs supported by the CCA provide Washingtonians more options for cleaner, healthier homes, schools, businesses and communities. Examples include keeping kids safe from asthma by switching to electric school buses and improving air ventilation systems in schools; helping thousands of families reduce utility bills by weatherizing their homes and upgrading to energy-efficient heat pumps; and creating clean energy jobs in solar, wind, clean hydrogen and other clean energy sectors.

The attached CCA branding contract guidelines are similar to the kinds of funding requirements often seen in federally-funded programs or other infrastructure funding programs.

For CCA-funded contracts that were executed *prior to* this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

I appreciate everyone's dedication and progress toward a cleaner, healthier, safer Washington for all.



STATE OF WASHINGTON
OFFICE OF GOVERNOR JAY INSLEE

Climate Commitment Act funding acknowledgments and branding: Contract guidelines for agencies

Last updated: January 16, 2024
Issued by Office of the Governor Pursuant to Directive 24-01

The Climate Commitment Act (CCA) is the centerpiece of the state's climate action efforts. Revenue from the program will support thousands of projects, programs and jobs that reduce pollution, and improve the health, safety, and resilience of neighborhoods and communities across Washington state.

To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to include CCA funding acknowledgement and branding provisions in funding or contract agreements.

The following guidance and sample contract language is intended to help agencies identify when and how to include requirements for funding acknowledgments and branding. These flow-down provisions apply to contractors, subcontractors, service providers and others doing business with the agency to implement a program that is receiving CCA funding. Such guidelines are similar to routine funding conditions from the federal government and will feel familiar to many agencies, particularly those who do federally-funded public works projects.

This guidance is effective January 16, 2024. For CCA-funded contracts that were executed prior to this effective date, agencies should evaluate on a case-by-case basis if amendments to include any or all of these requirements are feasible or justifiably infeasible.

Appendix A provides the official brand guide for "Climate Commitment Act" logo usage, signage guidelines, and access to high-resolution files. The brand guide is also available at climate.wa.gov/brandtoolkit. Please feel free to refer grantees and contractors to that web page.

Funding source acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in related publications, websites, signage, invitations and other media-related and public-outreach products. This is the standard funding language to be used on websites and included in announcements, press releases, and publications:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

Logo and signage, decals, stickers

In addition to including a funding acknowledgement on websites and media or outreach materials, recipients must display the “Climate Commitment Act” logo if logos for other partnering organizations are included.

Logos must be printed on publicly-visible equipment and signage, as applicable and to the extent practical. If equipment and signage includes logos from other partners, it must also include a “Climate Commitment Act” logo. Likely examples include EV charging station signs, the side of an electric school bus, or the exterior surface of a heat pump.

Examples of applicable projects and programs

Large capital projects

Examples include but are not limited to large-scale or solar projects, shore power at ports, or retrofits on public buildings.

- **Pre- and during construction project signs**
If the project is installing pre-construction signage or will have signage up during construction, signage must include a CCA logo.
- **Website information**
If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.
- **Public outreach or promotional materials**
Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos for other project partners, they must also include a CCA logo.
- **Permanent signs**
Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Small capital projects

Examples include but are not limited to culvert projects along major roadways, community solar projects, new or upgraded EV charging stations, new or upgraded air quality monitoring stations.

- **Pre- and during construction project signs**
If the project is installing pre-construction signage or will have signage up during construction, it must include a CCA logo.
- **Website information**
If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.
- **Public outreach or promotional materials**
Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.
- **Permanent signs**
Once the project is complete, any prominent signage that will remain permanently within the footprint of the site must include a CCA logo.

Stationary projects or consumer incentive programs

Examples include but are not limited to weatherization or heat pump programs for homes or apartments, new electric school buses, free youth transit.

- **Website information**
If the project has a related website or webpage, it must include the funding acknowledgement. If the website or webpage includes logos for other project partners or funding sources, it must also include a CCA logo.
- **Public outreach or promotional materials**
Fliers, brochures, public meeting notices, and other similar education and outreach materials must include the funding acknowledgement. If materials include logos of other project partners, they must also include a CCA logo.
- **On-product**
Equipment such as heat pumps, updated electrical panels, zero-emission or electric-hybrid vehicles including drayage trucks, buses or ferries, and other products or equipment purchased with CCA funding must include a CCA logo decal in a place that is generally visible to the consumer or user. This includes equipment installed in residential buildings as well as commercial, industrial and community buildings or settings.

Sample contract language

This sample contract language is a starting point. Please work with your contracts manager to ensure contract language is appropriate for the specific circumstances of your project or program. The intent and spirit of this contract language is to ensure the Climate Commitment Act is consistently and properly recognized as a source of funding, particularly to emphasize the benefit to the end user.

Section X.Y: Ensure coordinated Climate Commitment Act branding

[PROGRAM/PROJECT NAME] received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing [PROGRAM/PROJECT NAME].

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any PROGRAM/PROJECT website or webpage that includes logos from other funding partners.
- Any PROGRAM/PROJECT media or public information materials that include logos from other funding partners.
- On-site signage *[for consumer-related projects or programs this could instead say something like: Decal placed on front of installed heat pump OR logo printed on delivery tag]*

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The [PROGRAM/PROJECT] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Appendix A: Official brand guide and toolkit

This brand guide and logo and font files are available online at climate.wa.gov/brandtoolkit.

To strengthen public awareness of how Climate Commitment Act (CCA) funding is put to work, state agencies and recipients of programs or projects funded by the CCA are directed to use a funding acknowledgement and/or logo.

The Climate Commitment Act logo is a symbol of the state's commitment to fighting climate change and pollution. The simple but powerful design conveys our progress towards a cleaner, zero emission future. The primary color palette is the three shades of green representing the Evergreen State's natural beauty and its commitment to environmental protection.

The funding acknowledgement provides standard language for websites, press releases, public outreach materials and other related promotional products.

The guidance below provides general information about funding acknowledgement language and logo usage. Funding recipients should refer to their contracts for information about if and when these requirements apply.

Funding acknowledgement

Administering agencies and all funding recipients, including sub-grantees and local agencies that receive CCA funding to supplement existing programs, must include recognition of CCA funding in alignment with this guidance.

The funding source acknowledgment should be used in project- or program-related publications, websites, signage, invitations, and other media-related and public-outreach products. The standard funding language to be used is:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

Logo usage

The logo should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts.

The logo should be displayed on a white background. If a white background isn't possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required.

The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo file.

Primary logo



Primary with border & white background



Social media icon: For social media sites where a round icon is necessary or useful.



Grayscale logo: ONLY use the grayscale logo for black and white printing, limited color printing, or low-resolution displays.



White logo

While the primary CCA logo is always preferred, circumstances may necessitate using an alternative white logo. To ensure optimal visual impact, use only the listed logos with the black background or one of the approved CCA green hues.



Non-allowable logo modifications - DO NOT:

Squeeze, stretch, or condense logo out of proportion or reduce size smaller than 100px:



Retype or change the font in the logotype:



Combine with other elements:



Outline the logo:



Place logo on low contrasted background:



These are just a few examples of non-allowable modifications. For more information, please contact the Office of the Governor.

COLORS & FONTS

PRIMARY GREEN | Color codes for copy/paste on next page.

HEX: #005151 CMYK: 92, 49, 60, 35 RGB: 0, 81, 81	HEX: #027B5F CMYK: 87, 29, 72, 14 RGB: 2, 123, 95	HEX: #07B14C CMYK: 80, 0, 100, 0 RGB: 7, 177, 76
GRAYSCALE		
HEX: #000000 CMYK: 0, 0, 0, 100 RGB: 0, 0, 0	HEX: #585858 CMYK: 0, 0, 0, 65 RGB: 88, 88, 88	HEX: #A6A6A6 CMYK: 0, 0, 0, 35 RGB: 166, 166, 166

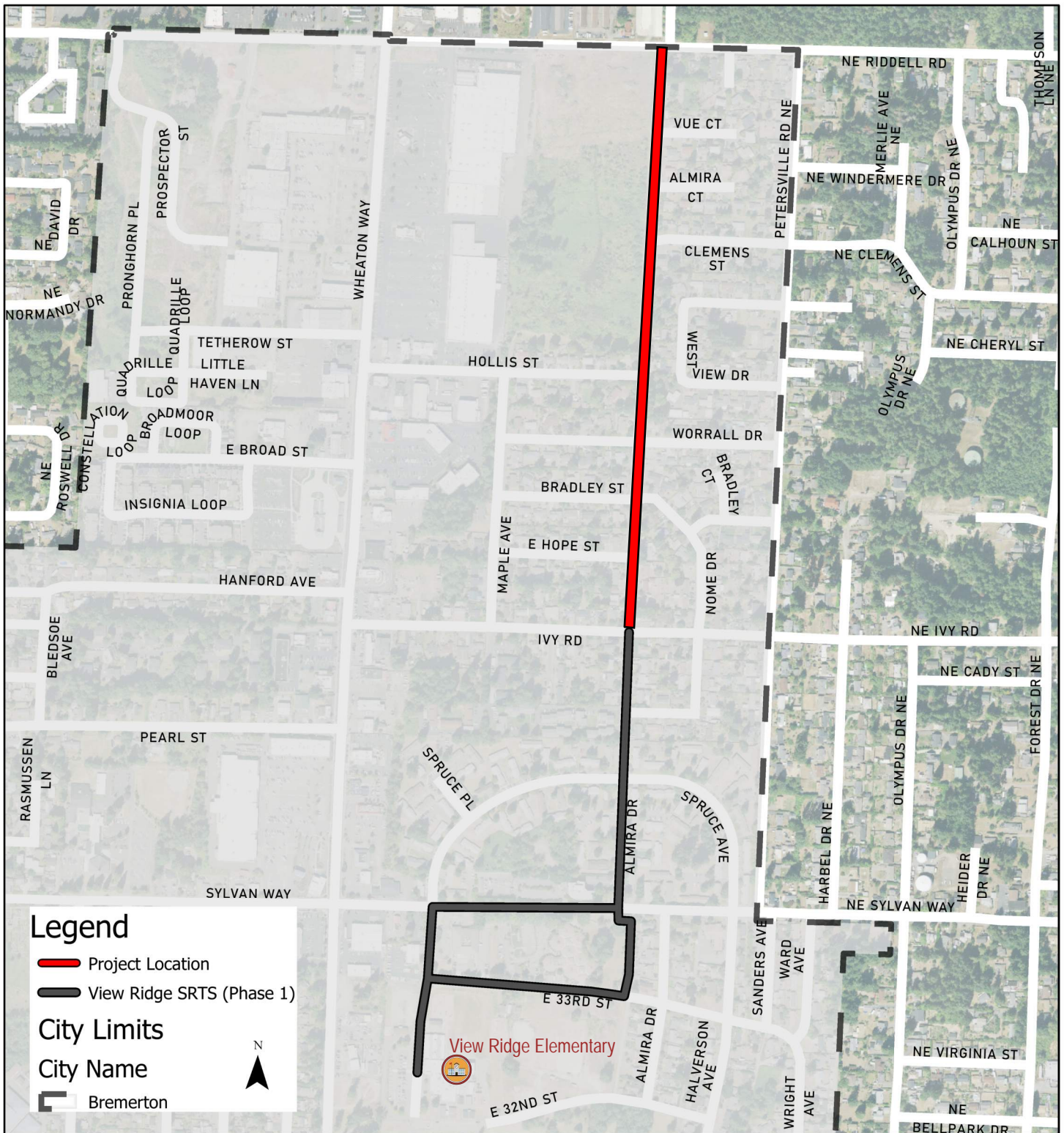
FONTS

TITLE FONT: OSALD REGULAR

FUNDED BY WASHINGTON'S

LOGO TYPE: POPPINS BOLD

CLIMATE COMMITMENT ACT



VIEW RIDGE SAFE ROUTES TO SCHOOL (PHASE 2)

DATE: 5/2/2025

Project TR00043A

PROJECT LOCATION AND VICINITY MAP



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



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address	
Agreement Number	Project Number	Description of Work (See also "Exhibit A")	
Project Title			
Termini		Advertisement Date	Indirect Cost Rate <input type="checkbox"/> Yes <input type="checkbox"/> No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate	0	0	0
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0	0	0
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0	0	0
	r. Total Project Cost Estimate	0	0	0

I
General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II
Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III
Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Agency Date: _____

IV
Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V
Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI
Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII
Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII
Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX
Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date Executed: _____

Instructions – Local Programs State Funding Agreement

1. **Name and Address** – Enter the agency name and billing address of the lead agency that will become a party to the agreement.
2. **Agreement Number** – MUST be left blank. This number will be assigned by WSDOT.
3. **Project Number** – MUST be left blank. This number will be assigned by WSDOT.
4. **Description of Work** – Enter a concise statement of the major items of work to be performed. If applicable, attach the signed Project Summary from the project's selection letter as "Exhibit A".
5. **Project Title** – Enter the project's title.
6. **Termini** – Enter the begin and end points of the project.
7. **Advertisement Date** – At construction phase authorization only, enter the proposed construction contract advertisement date.
8. **Indirect Cost Rate**
 - a. Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized by the agency must be provided with the Local Programs State Funding Agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by WSDOT and/or State Auditor.
 - b. Check the No box if the agency will not be claiming indirect costs on the project.
9. **Type of Work and Funding** (Round all dollar amounts to the nearest whole dollar)
 - a. **Planning** – For projects that only include planning and/or study activities, lines a through d show Planning costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - b. **Preliminary Engineering** – For projects authorizing a Preliminary Engineering phase, lines a through d show PE costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - c. **Right of Way** – For projects authorizing a Right of Way phase, lines f through i show RW costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line g & h – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line i – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line j – Total of lines f + g + h + i.
 - d. **Construction** – For projects authorizing a Construction phase, lines k through p show CN costs for the project by type of work (e.g., contract, agency, consultant, state services, etc.).
 - Line k – Enter the estimated cost of the CN contract in columns 1 through 3.
 - Lines l, m, & n – Identify consultant, utilities, etc., and enter the estimated amounts in columns 1 through 3.
 - Line o – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line p – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line q – Total of lines k + l + m + n + o + p.
 - e. **Total Project Cost Estimate**
 - Line r – Total Cost Estimate of the Project. Total of lines e + j + q.
10. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (include month, day, and year). Note: Do NOT enter a date on the Date Executed line.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4K

SUBJECT:

Professional Services Agreement with
New Line Services, Inc. (dba Agate Asphalt)
for the Bremerton Safe Routes To Schools
Project

Study Session Date:	June 25, 2025
COUNCIL MEETING Date:	July 2, 2025
Department:	PW&U
Presenter:	Shane Weber
Phone:	(360) 473-2354

SUMMARY: The Bremerton Safe Routes to Schools (SRTS) project improves pedestrian and traffic safety near five local schools: Armin Jahr Elementary, Crownhill Elementary, John D. "Bud" Hawk Elementary, Mountain View Middle School, and Naval Avenue Elementary. Planned improvements include speed feedback signs, flashing beacons, and school zone signage. The project was advertised for bids through the Small Works Roster, with bid opening on March 27th, 2025. A total of seven bids were received. The apparent low bid, submitted by Liberty Asphalt in the amount of \$110,484.93, was deemed non-responsive due to insufficient documentation demonstrating relevant experience and was therefore rejected. The second low bidder, New Line Services Inc. (dba Agate Asphalt), was determined to be responsive and responsible. Staff recommends awarding the contract to New Line Services Inc. (dba Agate Asphalt) in the amount of \$146,995.00, including sales tax.

ATTACHMENTS:

1. Bid Tabulation
2. Public Works Agreement
3. Letter to Liberty Asphalt

FISCAL IMPACTS (Include Budgeted Amount):

This project is included in the Transportation Project Fund and is 100% grant funded.

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

RECOMMENDED MOTION:

Move to approve the contract with New Line Services, Inc. (dba Agate Asphalt) for the Bremerton Safe Routes To Schools Project in the amount of \$146,995.00, including sales tax; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

**CITY OF BREMERTON
BID TABULATION**

BID TITLE:	315031 - Bremerton SRTS Speed Feedback Signage			OPENED BY:	Shane Weber, PM.
DATE OPENED:	3/27/2025	TIME OPENED:	1:30PM	RECORDED BY:	Isabel Servedio

NAME OF BIDDER	BOND	BASE BID + CONTINGENCY	SALES TAX	TOTAL
Transportation Systems, Inc.	Yes (5%)			203,213.00
New Line Services Inc, dba Agate Asphalt	Yes (5%)			146,995.00
Specialized Pavement Marking, LLC	Yes (5%)			197,386.00
Vertex Contracting LLC	Yes (5%)			195,732.00
Liberty Asphalt Maintenance & Markings LLC	Yes (5%)			110,484.93
Roglin's, Inc.	Yes (5%)			247,750.00
Hammersley Contracting LLC	Yes (5%)			211,000.00

SUMMARY

ENGINEER ESTIMATE (INC SALES TAX)	\$185,081.00
APPARENT LOW BIDDER-Liberty Asphalt Maintenance & Markings LLC	\$110,484.93
SECOND LOW BIDDER-New Line Services Inc, dba Agate Asphalt	\$146,995.00
THIRD LOW BIDDER-Vertex Contracting LLC	\$195,732.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation (“City”), and New Line Services Inc, dba Agate Asphalt (“Contractor”), whose mailing address is 16330 State Hwy 305 NE Suite 200 Poulsbo, WA. 98370.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City:

Bremerton School Zone Safety Improvements to the following schools: Armin Jahr Elementary, Crownhill Elementary, John D. “Bud” Hawk Elementary, Mountain View Middle School, and Naval Avenue Elementary. These improvements include speed feedback signs, flashing beacons, and school speed zone signage.

2. TIME OF COMPLETION. Contractor shall complete the work within 30 calendar days from the date of issuance of the City’s Notice to Proceed.

3. COMPENSATION. The City shall pay the Contractor the total amount of \$ 146,995.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this agreement. The City shall pay the Contractor ninety percent (90%) of the Contract amount upon completion and acceptance of the work by the City, and the remainder upon fulfillment of the conditions listed below and throughout this agreement.

- A. No Performance Bond. Because this contract including applicable sales tax is \$150,000 or less, and pursuant to Chapter 39.08 RCW, the Contractor, in lieu of providing the City a performance bond, has elected to have the City retain the final ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- B. Retainage. The City shall hold back a retainage in the amount of ten percent (10%) of any and all payments made to contractor for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and

extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

- D. Final Payment: Waiver of Claims. THE MAKING OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL PRECLUDE ALL CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. INDEPENDENT CONTRACTOR. Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure 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 Contractor, officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees and sub-contractors.

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

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

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

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

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

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
 - 1. Immediately give a signed written notice of protest to the City;
 - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Contract’s protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this agreement that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have

access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE. The Contractor shall procure and maintain for the duration of this agreement, insurance 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 Contractor, its agents, representatives, employees or sub-contractors.

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

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 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
- C. 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 Contractor.

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

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

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

12. MISCELLANEOUS.

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

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

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.

D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

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

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise 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 on this agreement.

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

J. Modification. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

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

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

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

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

CONTRACTOR

THE CITY OF BREMERTON

Print Name: _____
Title: _____

Print Name: _____
Title: _____

DATE _____

DATE _____

Notices to be sent to:

CONTRACTOR:

Notices to be sent to:

CITY OF BREMERTON:

345 6th Street, Suite 100
Bremerton, WA 98337
(360) _____
(360) _____ (facsimile)

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk



May 27th, 2025

Justin Cap
Liberty Asphalt Maintenance & Markings LLC
168 Antonie Ave N
Eatonville, WA. 98328

Subject: Bremerton School Zone Safety Improvement Project #315031 – Rejection of Bid

Dear Mr. Cap:

Thank you for your recent submission to the City's project bid opening held on March 27th 2025. After careful consideration, we regret to inform you that Liberty Asphalt Maintenance & Marking LLC's proposal has been rejected.

One of the key requirements of the solicitation was the provision of references for projects of similar size and complexity with a government agency. Unfortunately, your proposal did not include adequate documentation to demonstrate this experience. Despite multiple attempts to contact you to supplement the references submitted, we did not receive a response or the necessary documentation.

We appreciate your interest in working with the City of Bremerton and encourage you to participate in future bidding opportunities. If you have any questions or would like to discuss the matter further, please contact me at (360) 473-2354.

Best Regards,

Shane Weber

Digitally signed by Shane Weber
DN: C=US,
E=Shane.Weber@ci.bremerton.wa.us,
O=City of Bremerton, OU=Engineering,
CN=Shane Weber
Reason: I am the author of this document
Date: 2025.05.27 15:51:02-07'00'

Shane Weber, P.E.
Managing Engineer

cc:

Thomas Knuckey, P.E., PWU Director
Ned Lever, P.E., City Engineer
Isabel Servedio, Project Assistant
Project File

**Published for
July 2
Council Meeting**

**Mayor's Report
Item 3**



MAYOR'S REPORT

July 2, 2025

BREMERTON

WASHINGTON



Quincy Square Update





HAPPY FOURTH OF JULY

B

**Published for
July 2
Council Meeting**

**Public Recognition
Item 5**

**Published for
July 2
Council Meeting**

**Council Reports
Item 7**

COUNCIL DISTRICT 1

Jennifer Chamberlin









COUNCIL DISTRICT 4

Jane Rebelowski





OUR LADY STAR OF THE SEA

Soil & Garden Series



Feed your body, mind, and spirit in the garden.
Relax, unwind, build community, and be inspired.
We will meet in the OLSOS School Garden for some food for thought, taste testing, horticulture demonstrations, and more!

These events are for adults and families. All are welcome.
Invite your friends and neighbors!

Opening night: June 24 at 6:00pm

Garden open house and tour. Learn why a church has a garden and about church gardens past, present, and future.

FUTURE TOPICS INCLUDE:

- How beauty shapes the mind and spirit. Engage the senses, propagate joy, and feed pollinators by growing flowers.
- Barley and beer, the genius of Trappist monks.
- JRR Tolkien on how fairy stories teach eternal truths. Make your own fairy garden.
- To everything there is a season... Sow seeds in summer for fall and winter harvest. Fall-planted bulbs for easy, show-stopping flowers and gourmet garlic.
- Medieval Medicinal. Saint Hildegard von Bingen's herbal recipes for vitality of body and soul.

Tuesdays at 6:00pm

OLSOS School Garden

*located down the street from
the church, on the corner of
4th and Veneta.*

July 8

July 15

Aug 5

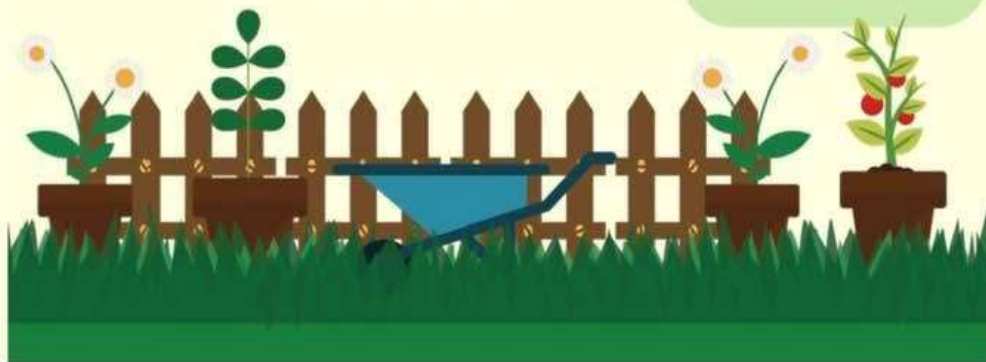
Aug 19

Aug 26

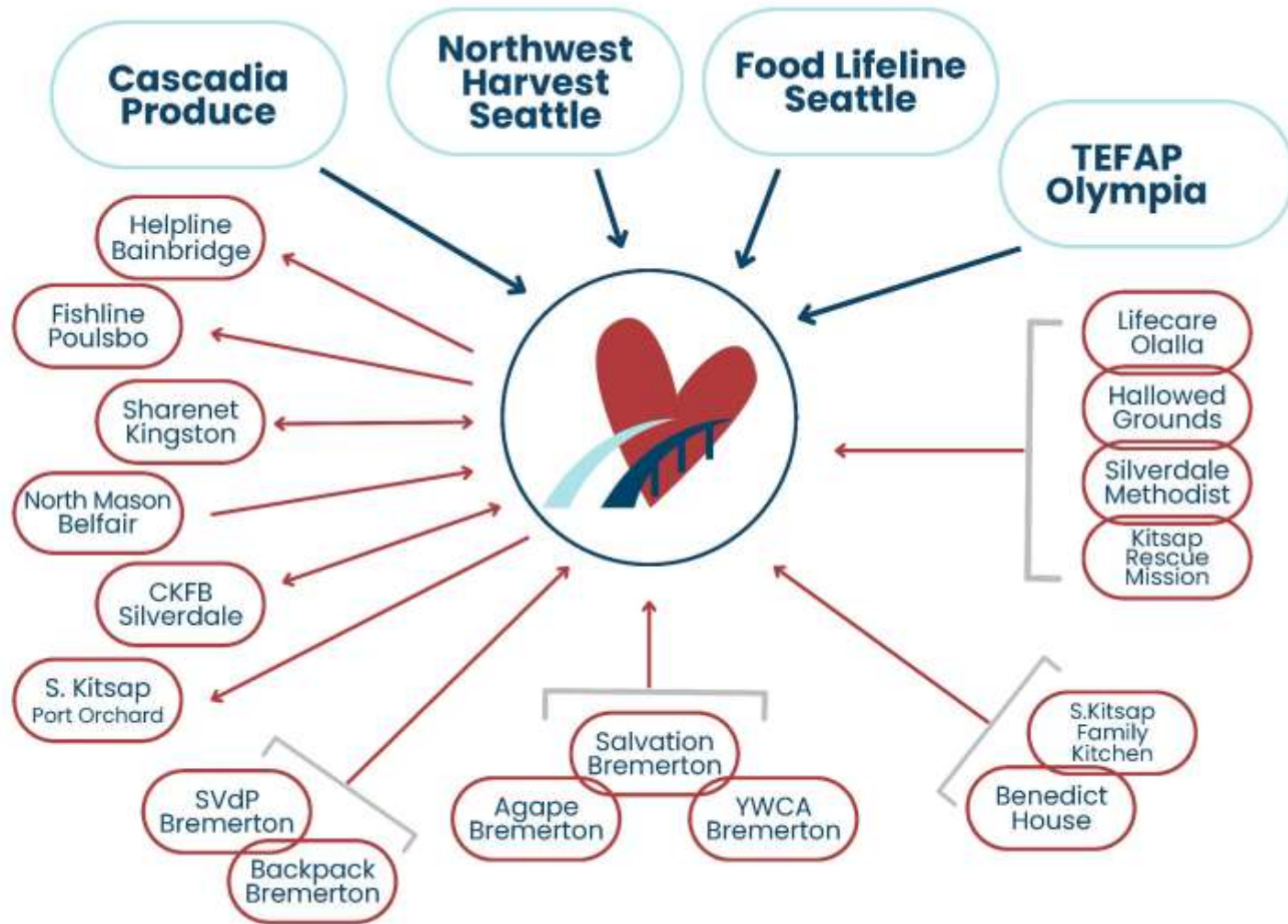
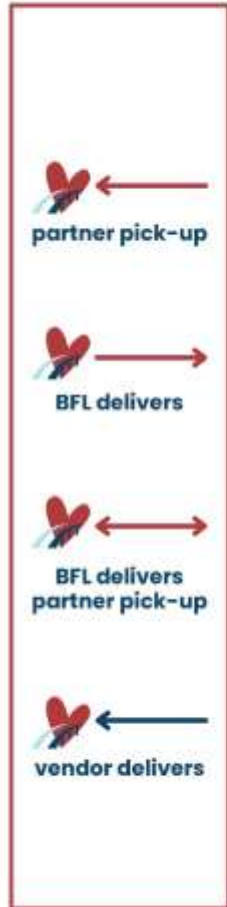
WANT TO GET MORE INVOLVED?

We could use help with the series or behind the scenes tending the summer garden.

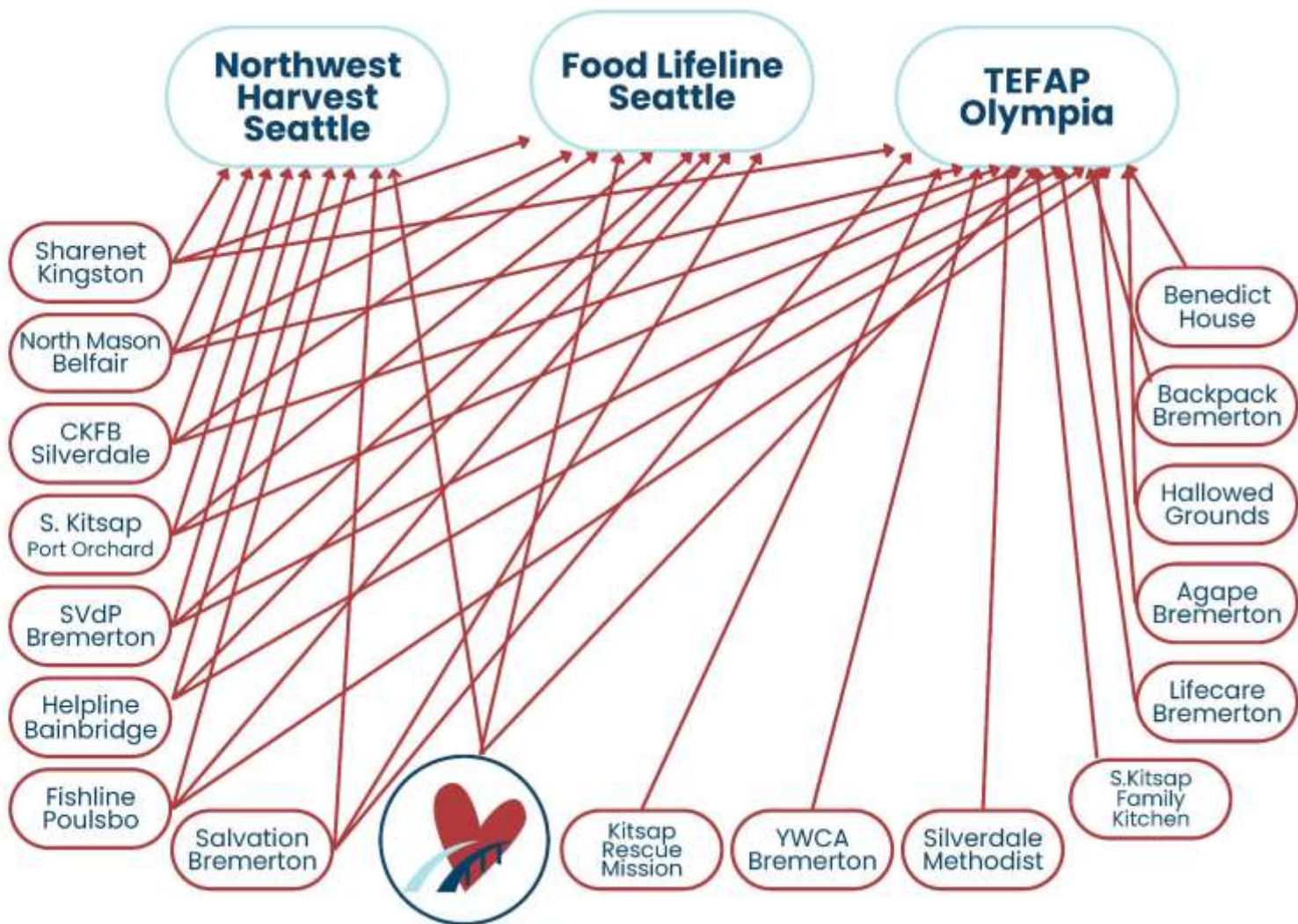
Contact Megan Sherman:
(360) 710-2102



Centralized Distribution



De-Centralized Distribution



District Six Council Report



*Affordable Housing Forum
with Bremerton City Councilor
Anna Mockler*



The Housing Continuum: A Path to Stability

JULY 14, 2025, 5:00 PM - 6:30 PM
100 OYSTER BAY AVE N
PUBLIC WORKS CONFERENCE ROOM

From crisis to independence—how housing meets people where they are. Join us to talk about three key stages along the housing continuum. There will also be lots of time for your questions and comments.

- 5:00 - 5:10: **Housing the Homeless** - Tony Ives, Kitsap Community Resources
- 5:15 - 5:25: **Subsidized & Supportive Housing**, Jill Stanton, Bremerton Housing Authority
- 5:30 - 5:40: **Affordable Housing**, John Demboski, WA Dept of Commerce

5:45 - 6:30 Open
Discussion with
Community



anna.mockler@bremertonwa.gov