



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

WEDNESDAY, JUNE 18, 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 4, 2025
 - C. Minutes of Study Session – June 11, 2025
 - D. Ordinance No. 5515 to amend Bremerton Municipal Code Chapter 10.36.010 entitled “Compression Brakes Prohibited”
 - E. Professional Services Agreement with Northwest Hydraulic Consultants, Inc. for the Parish Creek Fish Passage Barrier Removal Project
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. **PUBLIC HEARING**
 - A. Public Hearing and Resolution No. 3399 to adopt the 2026 – 2031 Six Year Transportation Improvement Program
7. **GENERAL BUSINESS**
 - A. Resolution No. 3400 to provide guidance to the Lodging Tax Advisory Committee for 2027 Funding Priorities
8. **COUNCIL MEMBER REPORTS**
9. **EXECUTIVE SESSION**
 - A. 15-Minutes to discuss Potential Litigation as allowed under RCW 42.30.110 (1)(i) *With Action*
10. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**



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.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: June 18, 2025

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

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

1. Check Numbers 411228 – 411394 and EFT Numbers V43736 - V43838 in the grand total amount of \$5,142,776.30
2. Regular Payroll for pay period ending May 31, 2025 in the amount of \$1,149,196.77
3. Regular Payroll payout for pay period ending May 31, 2025 in the amount of \$4,587.47
4. Regular Payroll for Teamsters Retro Pay for the pay periods 01/01/2025 through 04/30/2025 in the amount of \$176,493.90

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 4, 2025

Study Session Date: N/A

COUNCIL MEETING Date: June 18, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Council Meeting held on June 4, 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 4, 2025 Council Meeting Minutes as presented.

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

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, June 4, 2025

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, June 4, 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, 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 Office Manager Anne Williams; 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:*

- Armin Jahr Elementary School Replacement Project
- MultiCare Neighborhood Emergency Room to open Monday, June 9
- Wycoff Ave Wall Art Project
- City Sewer Lateral Lining Program
- 6th Street Preservation Phase 3 Project

CONSENT AGENDA

- 4A –** Check Numbers 411079 through 411227 and Electronic Fund Transfers V43630 through V43735 in the grand total amount of \$2,855,537.47; Regular Payroll for the pay period ending May 15, 2025 in the amount of \$1,153,850.21; Regular Payroll Payout for pay period ending May 15, 2025 in the amount of \$1,154.18; Retiree Payroll and Bremerton Police Officer Guild Retiree Retro Pay for pay period ending May 31, 2025 in the amount of \$102,913.08; and Regular Bremerton Police Officer Guild Retro Pay for pay periods January 1, 2024 through December 31, 2024 in the amount of \$574,929.37.
- 4B –** Minutes of Meeting – May 21, 2025
- 4C –** Minutes of Study Session – May 28, 2025
- 4D –** Ordinance No. 5514 to approve Extension of Cable Television Franchise Agreement with Wave Division IV, LLC/Astound Broadband
- 4E –** Contract Award to Sound Pacific Construction, LLC for the Central Bremerton Force Main Replacement Project
- 4F –** Professional Services Agreement with CONSOR North America, Inc. for the Eastside Treatment Plant UV Replacement Project
- 4G –** Contract with Active Construction, Inc. for the Kitsap Lake Stormwater Treatment Retrofit Project
- 4H –** Contract with Active Construction, Inc. for Decommission of Beach Sewer OF-4 to EB-2
- 4I –** Professional Services Agreement with Casey Civil, LLC for Decommission Beach Sewer from OF-4 to EB-2
- 4J –** Professional Services Agreement with Parametrix, Inc. for Decommission Beach Sewer from OF-4 to EB-2

*Questions and comments from the public were submitted by **Joe Camacho**, **Earl Burt***

5:42 PM M/S/C/U (Frey/Chamberlin) Move to approve the CONSENT AGENDA as presented.

Motion carried unanimously

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 and comments from the public were submitted by Peggy Erickson, Molly Brooks, Joey Hayes, Daphne Gibler, Akuyea Karen Vargas, Jeff Allen, Wendy Pond, Anonymous, Hannah Andress, Joslyn LaMadrid, Cindy Nally, Karla Cloes, Robin Weldin, Boney Rothschild, Jose Camacho, Dale Sperling, Gayla Breach, Michaela Stall, Adrian Wright, Marwan Cameron, Kathie Lustig*

GENERAL BUSINESS – *There were no General Business items.*

PUBLIC HEARINGS

7A – RESOLUTION NO. 3398 TO ADOPT THE 2026 TO 2030 CONSOLIDATED PLAN PRIORITIES AND THE 2026 CDBG/HOME POLICY PLAN: CDBG Program Administrator **Sarah Lynam** summarized that the action before Council is adoption of the Consolidated Plan Priorities for 2026-2030 & 2026 CDBG/HOME Policy Plan. Funding priorities were determined via consultation and outreach to agencies and the greater community. The Policy Plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards and provides specific information about the policies and regulations for the use of HUD CDBG and HOME funds. This plan was released on May 1st for public comment and is open through May 17th.

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 Jose Camacho, Robin Weldin, Michaela Stall, Jeff Allen, Nish Chaudhary.

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

7:07 PM Motion was made by Coughlin; and Seconded by Mockler. Questions or comments were provided by Coughlin, Mockler, Goodnow, Rebelowski, Chamberlin, Coughlin; with responses provided by **Ms. Lynam** and Director of Community Development **Andrea Spencer**.

7:21 PM M/S/C/U (Coughlin/Mockler) Move to approve Resolution No. 3398 adopting the Consolidated Plan Funding Priorities for 2026-2030 and the 2026 CDBG/HOME Policy Plan.
Motion carried unanimously

7B – ORDINANCE NO. 5511 TO ADOPT THE CITY OF BREMERTON 2024 COMPREHENSIVE PLAN, INCLUDING REPEAL AND REPLACEMENT OF THE DOWNTOWN SUBAREA PLAN AND PUGET SOUND INDUSTRIAL CENTER SUBAREA PLAN: Planning Manager **Garrett Jackson** explained that pursuant to the Growth Management Act (GMA) RCW 36.70A.130, the City of Bremerton is required to do periodic major updates to our Comprehensive Plan. The Planning Commission unanimously recommended that the City Council adopt the 2024 Comprehensive Plan Update and the associated development regulations that implement the updated Comprehensive plan following a Public Hearing on April 21, 2025. City Council held a

public hearing on May 7, 2025, and held Study Sessions on May 14 & May 28, 2025 for deliberation to shape the final Comprehensive Plan Document for adoption.

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: **Michaela Stall, Jose Camacho, Robin Weldin, Travis Merrigan, Gayla Breach, Nish Chaudhary, Kevin Walthall**; with responses provided by **Ms. Spencer, President Younger, and Mr. Jackson**.

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

7:53 PM Motion was made by Mockler; and Seconded by Chamberlin. Questions or comments were provided by Mockler, Chamberlin, Frey, Coughlin, Rebelowski.

8:04 PM M/S/C/U (Mockler/Chamberlin) Move to pass Ordinance No. 5511 to adopt the City of Bremerton 2024 Comprehensive Plan, including the repeal and replacement of the Downtown Regional Center Subarea Plan and the Puget Sound Industrial Center Subarea Plan.

Motion carried unanimously

7C – ORDINANCE NO. 5512 TO AMEND TITLE 20 OF THE BREMERTON MUNICIPAL CODE ENTITLED “LAND USE”, COMMONLY KNOWN AS ZONING CODE, TO ADOPT THE OFFICIAL ZONING MAP, VARIOUS DEVELOPMENT REGULATIONS, AND TO AMEND DEVELOPMENT

REGULATIONS OF ADOPTED SUBAREA PLANS: Planning Manager **Garrett Jackson** stated that the Comprehensive Plan is being updated (under separate ordinance) pursuant to the Growth Management Act’s requirements for periodic update. Pursuant to RCW 36.70A.040 Land Use development regulations must be updated to be consistent with the newly updated Comprehensive Plan. The Bremerton Municipal Code (BMC) Title 20 contains the City’s development regulations, as does our adopted subarea plans, and these regulations are proposed to be updated with this ordinance.

The Planning Commission unanimously made a recommendation to the City Council to adopt modifications to Title 20 and subarea plans following a Public Hearing on April 21, 2025. City Council held a public hearing May 7, 2025, and held Study Sessions on May 14 & May 28, 2025 for deliberation to shape the Planning Commission’s recommendations for final adoption. It is expected that the City Council will adopt the changes to the City’s development regulations, subarea plans and adopt the City’s official zoning map, following tonight’s public hearing.

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 **Jose Camacho**

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

8:20 PM Motion was made by Frey; and Seconded by Chamberlin. Questions or comments were provided by Frey, Chamberlin, Rebelowski, Younger; with a response provided by **Mr. Jackson**.

8:27 PM M/S/C/U (Frey/Chamberlin) Move to approve Ordinance No. 5512 to amend the Title 20 of the Bremerton Municipal Code entitled “Land Use” commonly known as the zoning code, including adopting the official zoning map and various development regulations of adopted Subarea Plans. **Motion carried unanimously**

7D – ORDINANCE NO. 5513 TO AMEND TITLE 20 OF THE BREMERTON MUNICIPAL CODE ENTITLED “LAND USE”, COMMONLY KNOWN AS THE ZONING CODE, TO IMPLEMENT MARKET-BASED PARKING AND VARIOUS DEVELOPMENT REGULATIONS, AND TO MODIFY ADOPTED SUBAREA PLANS TO REFLECT MARKET-BASED PARKING STANDARDS:

Planning Manager **Garrett Jackson** reiterated that The Comprehensive Plan is being updated (under separate ordinance) due to the Growth Management Act’s requirements for periodic update. Pursuant to RCW 36.70A.040 Land Use development regulations need to be updated to be consistent with the newly updated Comprehensive Plan. The Bremerton Municipal Code (BMC) Title 20 contains the City’s development regulations.

The Planning Commission unanimously made a recommendation to the City Council to adopt modifications to BMC Title 20, related to Market-based Parking, Boundary Line Adjustments, Family Daycare Providers (RCW 36.70A.450), Co-Living Housing (RCW 36.70A.535), and New Housing In Nonconforming Buildings (RCW 35.21.990) following a public hearing held on May 19, 2025.

City Council discussed the Planning Commission’s recommendation at their May 28, 2025 Study Session. It is anticipated that the Council will act on the recommendation following tonight’s public hearing.

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: **Michaela Stall, Dale Sperling, Erik Pedersen, Jamie Clough, Kevin Walthall, Joseph Crain, Nish Chaudhary, Morrie Bradley, Michael Simons, Jose Camacho, Marwan Cameron, Travis Merrigan, Jake Carter, Dean Kelly.**

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

9:10 PM Motion was made by Coughlin; and Seconded by Chamberlin. Questions or comments were provided by Coughlin, Chamberlin, Rebelowski, Mockler, Goodnow, Frey, Younger; with a response provided by **Mr. Jackson.**

9:30 PM M/S/C Move to pass Ordinance No. 5513 to amend the Title 20 of the Bremerton Municipal Code entitled “Land Use”, commonly known as the zoning code, and amending development regulations of adopted Subarea Plans.

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

Voted Opposed to Motion: Younger

Motion carried: 6-Yes; 1-No

COUNCIL MEMBER REPORTS

Jennifer Chamberlin shared before and after pictures of volunteers on a recent trail cleanup; announced the next Stephenson Canyon Stewardship Group on Sunday, June 22 from 3:30 to 5:00 PM starting from the Morris Street trailhead; and encouraged the public to keep bringing their issues to Council Meetings.

Denise Frey appreciated staff for working their hearts out for presentations and for clarification when needed.

Jeff Coughlin addressed earlier comments on downtown restrooms, turn signal on Callow Avenue, Juneteenth, policies on policing and equipment, staffing for permitting, and staff retention; acknowledged Public Works Director Tom Knuckey for his service and commitment, since this was

his last meeting before his retirement.

Jane Rebelowski announced the next District 4 Meeting on Tuesday, June 24 from 5:00 to 6:30 PM to discuss what Council has done in the past two months and what the agenda appears to be for the next two months; referred to a Multi-Family Tax Exemption presentation that she's been working on with the new Legislative Office Manager for discussion at the next Study Session and that comments are welcome.

Michael Goodnow wished everyone a Happy Pride Month, with information available on KitsapPride.org for details on many community events; and encouraged everyone to call out misinformation and to make sure what is heard and repeated is true and factual.

Anna Mockler shared photos of the Beaver Otter Wetland and Lulu Haddon Park; announced the next District 6 Town Hall Meeting on Monday, June 9 beginning at 5:00 PM at the Bremerton Public Works Facility located at 100 Oyster Bay Avenue North with featured Guest Speaker Kitsap Regional Library Jason Driver with a discussion on "Library Services"; will be providing more information from the Environmental Stewardship ad hoc committee for Council's consideration; and emphasized that it would be helpful if people understood that Council is the legislative body and that there's an Executive body.

Eric Younger addressed the hurtful messages and allegations the public gives to our Staff and Council Members; stated that the 1st Amendment trumps Council's Rules and Procedures; and announced that any complaints may be addressed to the Council President or Mayor.

President Younger announced the next Study Session on Wednesday, June 11 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 9:48 PM.

Prepared & Submitted by:

Anne Williams

ANNE WILLIAMS

Legislative Office Manager

APPROVED by the City Council on the 18th day of June, 2025.

ERIC YOUNGER, City Council President

Attest:

ANGELA HOOVER, City Clerk

EY:AH:AW

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT:

Minutes of Study Session – June 11, 2025

Study Session Date: N/A

COUNCIL MEETING Date: June 18, 2025

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes for the Study Session held on June 11, 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 11, 2025 Study Session Minutes as presented.

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

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, June 11, 2025

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, June 11, 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, Jeff Coughlin, Jane Rebelowski, Michael Goodnow, and Anna Mockler. Legislative Office Manager Anne Williams and Legislative Assistant Christine Grenier 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 June 18, 2025 Council Meeting Agenda (or as otherwise determined).

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. **INFORMATION ONLY PRESENTATIONS**

1. Presentation on the Draft Plan for the Utility Land Management Plan Update
2. Update on the Glenn Jarstad Aquatic Center

B. **AGENDA BILL BRIEFINGS**

1. Ordinance to amend Bremerton Municipal Code Chapter 10.36.010 entitled "Compression Brakes Prohibited" **Consent Agenda**
2. Professional Services Agreement with Northwest Hydraulic Consultants, Inc. for the Parish Creek Fish Passage Barrier Removal Project **Consent Agenda**
3. **Public Hearing** and Resolution to adopt the 2026 – 2031 Six Year Transportation Improvement Program
4. Resolution to provide guidance to the Lodging Tax Advisory Committee for 2027 Funding Priorities **General Business**

President Younger called a break from 7:19 to 7:32 PM.

C. **GENERAL COUNCIL BUSINESS**

1. Continued Council Discussion on the Multi-Family Tax Exemption Program – Council Vice President Jane Rebelowski
2. ~~Update on Council Goal 3 (ii) Historic Preservation Policy – Council Members Jeff Coughlin, Denise Frey, and Jane Rebelowski~~ **Postponed to June 25 Study Session**
3. ~~Update on Council Goals 9 through 12 Parks and Environmental Stewardship – Council Members Anna Mockler, Jennifer Chamberlin, and Jane Rebelowski~~ **Postponed to June 25 Study Session**
4. ~~Public Safety Committee (Last Meeting 6/5/25) Chair Michael Goodnow~~
5. ~~Regional and Other Committee/Board Briefings~~
6. ~~Other General Council Business~~

EXECUTIVE SESSION

At 8:33 PM, **President Younger** announced the Council would meet for 15-minutes to discuss "Potential Litigation" as allowed under RCW 42.30.110 (1) (i) and that no action was anticipated.

At **8:48 PM**, **President Younger** called the meeting back to order.

President Younger announced the next Council Meeting will be on June 18, 2025 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 8:48 PM.

Prepared & Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 18th day of June, 2025.

ERIC YOUNGER, Council President

ATTEST:

ANGELA HOOVER, City Clerk

EY:AH:CG

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Ordinance No. 5515 to amend Bremerton
Municipal Code Chapter 10.36.010 entitled
"Compression Brakes Prohibited"

Study Session Date: June 11, 2025

COUNCIL MEETING Date: June 18, 2025

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5480

SUMMARY: The action before the Council is to pass an ordinance amending BMC Chapter 10.36.010, entitled "Compression Brakes Prohibited." The proposed changes to this code would allow the use of compression brakes only if a vehicle is also equipped with an operational muffler and exhaust system that prevents excess noise created by the compression brakes.

ATTACHMENTS: Ordinance No. 5515

FISCAL IMPACTS (Include Budgeted Amount): No City fiscal impacts.

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

RECOMMENDED MOTION:

Move to pass Ordinance No. 5515 amending Chapter 10.36.010 of the Bremerton Municipal Code entitled "Compression Brakes Prohibited."

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

ORDINANCE NO. 5515

AN **ORDINANCE** of the City Council of the City of Bremerton, Washington, amending BMC Chapter 10.36.010 entitled "Compression Brakes".

WHEREAS, the City Council desires to amend provisions relating to compression brakes within the City of Bremerton. NOW THEREFORE,

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

SECTION 1. Chapter 10.36.010 of the Bremerton Municipal Code entitled "Compression Brakes" is hereby amended to read as follows:

10.36.010 UNMUFFLED COMPRESSION BRAKES PROHIBITED.

No person shall use motor vehicle brakes within the city limits of the City of Bremerton which are in any way activated or operated by the compression of the engine of any such motor vehicle or any unit or part thereof, unless the motor vehicle is equipped with an operational muffler and exhaust system to prevent excess noise. A muffler is part of an engine exhaust system which acts as a noise dissipative device. A turbocharger is not permitted to be used as a muffler or a noise dissipative device. It shall be an affirmative defense to prosecution under this section that said compression brakes were applied in an emergency and were necessary for the protection of persons and/or property.

10.36.020 VIOLATIONS - PENALTY.

Any person violating the provisions of BMC 10.36.010 shall have committed a traffic infraction and a maximum penalty of \$250.00 shall be imposed.

10.36.030 AUTHORITY TO POST SIGNS.

The City Engineer is authorized and directed to post appropriate signs consistent with the provisions of BMC 10.36.

SECTION 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

ERIC YOUNGER,
Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.

EFFECTIVE the _____ day of _____, 20__.

ORDINANCE NO. _____.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Professional Services Agreement with
Northwest Hydraulic Consultants, Inc. for the
Parish Creek Fish Passage Barrier Removal
Project

Study Session Date:	<u>June 11, 2025</u>
COUNCIL MEETING Date:	<u>June 18, 2025</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>D. Dinkuhn</u>
Phone:	<u>(360) 473-5331</u>

SUMMARY:

The project consists of design and permitting for the removal of a fish barrier culvert on Parish Creek at West Belfair Valley Road. A new bridge crossing will be constructed with an approximate 40-foot span. A scope of work was submitted, and a contract was negotiated in the amount of \$690,749.

ATTACHMENTS:

1. Project Vicinity Map
2. Professional Services Agreement with Northwest Hydraulic Consultants, Inc.

FISCAL IMPACTS (Include Budgeted Amount):

Project is included in the 2025 budget.

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

RECOMMENDED MOTION:

Move to approve the Professional Services Agreement with Northwest Hydraulic Consultants, Inc. for the Parish Creek Fish Passage Barrier Removal Project in the amount of \$690,749.00 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

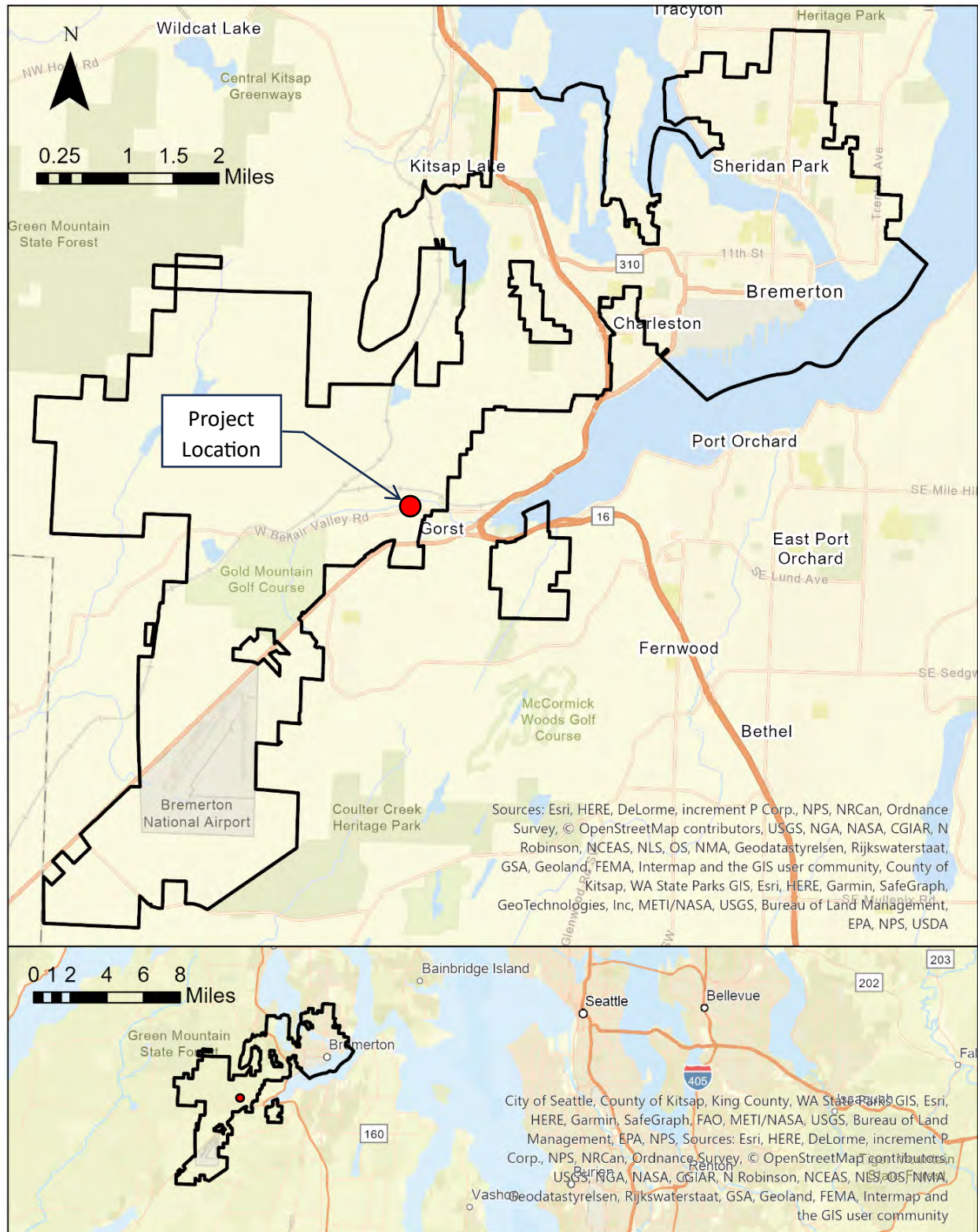


Figure 1. Project Location
 Parish Creek Fish Barrier Removal
 City of Bremerton

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: LA 11045

Firm/Organization Legal Name (do not use dba's): Northwest Hydraulic Consultants, Inc.		
Address 12787 Gateway Drive South Seattle, WA 98168	Federal Aid Number PROTECT-6620(001)	
UBI Number 600-369-474	Federal TIN or SSN Number 91-1113093	
Execution Date	Completion Date December 31, 2027	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Parish Creek Fish Passage Barrier Removal		
Description of Work The City of Bremerton, Public Works, Engineering Division (City) seeks to replace a fish passage barrier culvert on Parish Creek at West Belfair Valley Road. The City has performed survey, stream geomorphology, geotechnical analysis, environmental assessment and 30% design for the project. The proposed improvements include removal of an existing 48-inch corrugated metal pipe (CMP) culvert, removal of a concrete spillway, construction of a two-lane bridge, and restoration of Parish Creek using engineered streambed sediments and large woody material (LWM). The objective of this project is to provide preliminary engineering design and environmental permitting for the crossing replacement. Northwest Hydraulic Consultants (NHC) together with its subconsultants (Consultant) Abeyta & Associates; Cultural Resources Consultants (CRC); Gray & Osborne (G&O); Peninsula Land Survey (PLS); Sargent Engineers (SEI); Shannon & Wilson; Land Meets Water; and Struck Environmental (SE) will perform professional services for the City in support of the project. The Consultant's work is expected to begin in June 2025 and be completed in December 2027.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$650,749 Management Reserve Fund: \$40,000 Maximum Amount Payable: \$690,749

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: LA 11045

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Bremerton hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name:	David Dinkuhn	Name:	Peter Brooks
Agency:	City of Bremerton	Agency:	Northwest Hydraulic Consultants, Inc.
Address:	345 6th Street, Suite 100	Address:	12787 Gateway Drive S
City:	Bremerton	City:	Seattle
State:	WA	State:	WA
Zip:	98337	Zip:	98168
Email:	david.dinkuhn@ci.bremerton.wa.us	Email:	pbrooks@nhcwater.com
Phone:	(360) 473-5331	Phone:	(206) 241-6000
Facsimile:	(360) 473-5398	Facsimile:	(206) 439-2420

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: LA 11045

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: LA 11045

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number: LA 11045

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: David Dinkuhn
Agency: City of Bremerton
Address: 345 6th Street, Suite 100
City: Bremerton State: WA Zip: 98337
Email: david.dinkuhn@ci.bremerton.wa.us
Phone: (360) 473-5331
Facsimile: (360) 473-5398

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number: LA 11045

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number: LA 11045

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: LA 11045

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature Peter Brooks, Principal

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

NHC Project No. 2009612

See following pages.

Agreement Number: LA 11045

PARISH CREEK FISH BARRIER REMOVAL (PROJECT NO. 882)

INTRODUCTION

The City of Bremerton, Public Works, Engineering Division (City) seeks to replace a fish passage barrier culvert on Parish Creek at West Belfair Valley Road. The City has performed survey, stream geomorphology, geotechnical analysis, environmental assessment and 30% design for the project. The proposed improvements include removal of an existing 48-inch corrugated metal pipe (CMP) culvert, removal of a concrete spillway, construction of a two-lane bridge, and restoration of Parish Creek using engineered streambed sediments and large woody material (LWM). The objective of this project is to provide preliminary engineering design and environmental permitting for the crossing replacement.

Northwest Hydraulic Consultants (NHC) together with its subconsultants (Consultant) Abeyta & Associates; Cultural Resources Consultants (CRC); Gray & Osborne (G&O); Peninsula Land Survey (PLS); Sargent Engineers (SEI); Shannon & Wilson; Land Meets Water; and Struck Environmental (SE) will perform professional services for the City in support of the project. The Consultant's work is expected to begin in June 2025 and be completed in December 2027.

DESIGN CRITERIA

The following criteria, standards, or guidelines will be referenced for analysis and design.

- AASHTO LRFD Bridge Design Specification
- City of Bremerton, Engineering Design & Construction Standards
- FHWA Bridge Scour and Stream Instability Countermeasures, Third Edition – September 2009 (HEC No. 23)
- FHWA Evaluating Scour at Bridges, Fifth Edition – April 2012 (HEC No. 18)
- Washington Department of Fish and Wildlife, "Water Crossing Design Guidelines"
- Washington Hydraulic Code Rules, WAC 220-660-190
- WSDOT, "Standard Specifications for Road, Bridge, and Municipal Construction" (2025). – M41-10
- WSDOT Design Manual – M22-01
- WSDOT Bridge Design Manual LRFD – M23-50
- WSDOT Geotechnical Design Manual - M 46-03
- WSDOT Standard Plans – M21-01
- WSDOT Local Agency Guidelines – M36-63

SCOPE OF WORK

1 PROJECT MANAGEMENT

1.1 Project Coordination and Management

NHC will provide project management services through the life of the project including:

- Coordinate and guide day-to-day project activities.
- Perform regular schedule updates and financial status summaries.

1.2 Meetings

The Consultant, in addition to attending specific meetings as described in other tasks, shall attend the following meetings to coordinate aspects of the project:

Management meetings: The Consultant will meet with the City monthly to discuss progress, action items, schedule, and budget. The Consultant will prepare a running agenda that summarizes progress by discipline, action items, contract items (scope, schedule, budget), upcoming meetings, and completed items.

Internal team coordination meetings will be held monthly over the project duration and will be attended by discipline leads.

Assumptions

- Project duration is June 2025 through December 2027
- A total of 12 virtual management meetings are included. Meetings are assumed to be an average of 1 hour in duration.
- A total of 16 internal coordination meetings are included. Meetings are assumed to be an average of 1 hour in duration. Discipline lead attendance will vary.

Deliverables

- Meeting agendas/meeting minutes
- Project Schedule in MS Project and PDF format
- Monthly progress reports and invoices

2 SURVEY

2.1 Boundary Survey

Peninsula Land Survey will perform a boundary retracement survey for two (2) Kitsap County tax parcels listed below. Peninsula will perform additional Kitsap County records research for evidence of previous surveys and perform control measurements. Subsequent final calculations will be made based on the information collected and merged into the existing base map, that was provided by the client.

Kitsap County Tax Parcel Numbers:

- 4504-000-001-0200 Owner Kitsap Square Dance Association
- 4505-000-036-0208 Owner Kitsap Square Dance Association

2.1.1 Right of way Determination

Peninsula will determine the right of way beginning at the northwest corner of Kitsap County tax parcel number 322401-3-049-2006 along W Belfair Valley Road to the intersection of Division Avenue W and W Belfair Valley Road approximately 1,100 linear feet. Right of way limits shown in Exhibit C.

2.2 Topographic Mapping

Peninsula Land Survey will perform topographic survey and conductible utility locates within the approximate limits shown in Exhibits A and B and as described below.

The horizontal datum will be North American Datum 1983/ 2011 (NAD 83/11), and the vertical datum will be North American Vertical Datum 1988 (NAVD88), as depicted in the clients existing base map.

2.2.1 Topographic Mapping Area 1

- North of W Belfair Valley Road, the topographic survey area covers approximately 2.0 acres. Trees with a diameter of six inches or greater, measured at a height of four feet, will be identified and classified as either deciduous or coniferous. Limits are shown in white in Exhibit A. Wetland flags within this area will also be mapped.
- South of W Belfair Valley Road, the topographic mapping extends approximately 75 feet beyond the roadway. Within this area, trees six inches or larger (measured at four feet) will be documented and categorized as deciduous or coniferous. Limits are shown in red in Exhibit B. Wetland flags within this area will also be mapped.

2.2.2 Topographic Mapping Area 2

Beyond the 75-foot southern boundary noted above, the topographic survey area spans approximately 800' linear feet. Limits are shown in green in Exhibit B and are approximately three acres. Trees six inches or larger (measured at four feet) will be documented and categorized as deciduous or coniferous. Wetland and OHWM flags within this area will also be mapped.

In addition, these items will be included in the topographic survey:

- Overhead power lines (low points) within the project limits as well as the transformer poles, they connect to.
- A small culvert on the south side of West Belfair Valley Road.

2.3 Easement drafting

Peninsula will draft up to a total of four (4) temporary or permanent easements, which will include a legal description and an exhibit map

2.4 Post Construction As-built

This task includes three field days allocated for the collection of topographic data following construction activities. The collected data will be processed and delivered as a CAD file. Should field or processing efforts exceed the allotted time due to site conditions or project complexity, additional work will be performed on a time-and-materials basis with prior approval.

Assumptions

- Peninsula will be provided with reasonable access to all areas requiring surveys.
- For safety reasons Peninsula personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.
- All electronic mapping standards will be based on Peninsula drafting standards.
- Peninsula field crews may need to perform minor brushing with machetes to conduct this survey, and we have Client's permission to do so.
- The setting of survey monuments at the exterior boundary points of the subject is not included in this proposal, however accurate boundary lines will be depicted.
- Peninsula has accounted for the cost of an independent utility locating service to identify the location of existing underground conductible utilities within limits in Exhibit A and B.

Deliverables

- AutoCAD Civil 3D drawing file merged with existing base map, right of way and boundary determination
- PDF copy of topographic, right of way and boundary survey
- Up to four easements with a legal description and exhibit
- Post Construction As-built AutoCAD Civil 3D drawing file

Exhibit A



Exhibit B

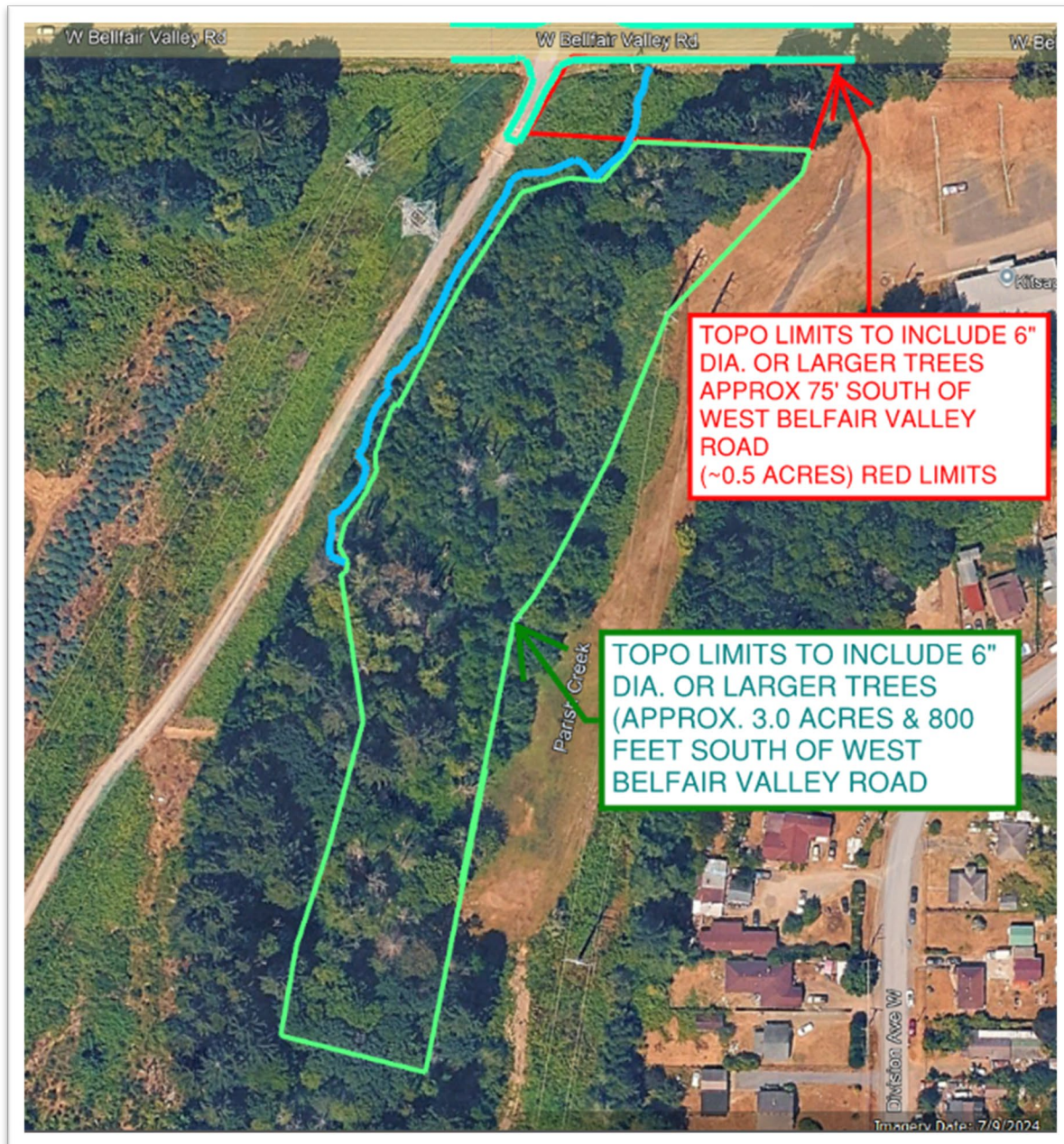


Exhibit C



Right of way Limits shown in Orange.

3 STREAM DESIGN

NHC will incorporate the City's preliminary design report findings, supplemental geomorphic analyses, and detailed hydraulic modeling to determine the crossing minimum hydraulic opening and channel design elements.

3.1 Geomorphic Assessment

The City completed a geomorphic assessment that consisted of bankfull width (BFW) measurements, a pebble count, documentation of riparian vegetation and fish habitat, documentation of channel morphologic conditions and general site observations. The City's preliminary design report identified a rootwad obstruction approximately 500 feet upstream of the crossing that has contributed to channel degradation at the crossing.

For this project phase, a geomorphic assessment will be conducted to help define the replacement crossing minimum hydraulic opening and assess risks of local scour, long-term aggradation and degradation, and lateral channel migration at the proposed crossing. The assessment includes a site visit to collect field observations, desktop data review, and sediment transport estimates to characterize expected changes to channel profile and section at the proposed crossing. Channel characteristics will be observed from approximately 1,000 feet downstream to 1,500 feet upstream of the crossing and include two additional bankfull width measurements and 2 additional pebble counts. NHC will evaluate the Parish Creek channel response to removal of the dam structures downstream on Gorst Creek and effects of channel avulsion through the aggraded reach upstream of the rootwad obstruction.

3.2 Hydraulic Analysis

NHC will develop a two-dimensional (2D) HEC-RAS hydraulic model extending from approximately 1,000 feet upstream to 500 feet downstream of the proposed crossing. The model will be developed using best available topographic data from site survey data (Task 2) for the channel and 2018 LiDAR data to expand into floodplain areas. NHC will use hydraulic modeling results to estimate hydraulic parameters including depth, velocity, and shear stress for existing and proposed conditions. The hydraulic model results will be used to support the water crossing structure design including refining hydraulic opening and determining freeboard, and scour, and the stream design including streambed gradations, channel grading, and complexity elements. The hydraulic model results will be used to support permits to show the proposed water crossing meets requirements of WAC 220-660-190 and FEMA floodplain regulations.

The project site is in a FEMA regulated Zone AE Floodplain and has a designated Floodway. As defined in 44 CFR 60.3, FEMA regulates projects within a Floodway demonstrating zero rise relative to the 100-year base flood elevation. NHC will attempt to design the project so that there is no increase to the 100-year base flood elevation. Consultant will provide a No-Rise Certification if the project is able meet the floodplain criteria. If the no-rise criteria cannot be met, a CLOMR & LOMR will be necessary to document the change in 100-year flood elevations; scope and budget to complete a CLOMR & LOMR is not included as part of this task order and would require an amendment to do so after design. The Consultant will document findings of this analysis in a Hydraulic Report.

3.3 Crossing & Stream Designs

NHC will incorporate findings from the geomorphic assessment and hydraulic analyses to develop the design for the crossing and upstream channel and floodplain enhancement.

3.3.1 Channel and Floodplain Enhancement Design

NHC will provide a feasibility and channel response assessment of placing large woody debris within the existing channel and floodplain within 1,000 upstream of the crossing. The assessment will consider large woody debris placement effects on channel and floodplain function, stability of the access road embankment, and flooding on W. Belfair Valley Road. Prior to progressing the design, NHC will meet with the Suquamish tribe and WDFW representatives to discuss site constraints and goals for channel restoration.

3.3.2 Crossing Design

NHC will refine the City's 30% water crossing design elements including a minimum 40-foot structure opening and streambed gradation. NHC will develop stream design elements including

stream alignment, typical sections, profile, streambed gradation, and channel complexity or scour countermeasure elements, if needed, to meet design criteria.

3.3.3 45% Design

The preferred crossing and channel designs will be incorporated into a 45% design. With a 45% design, NHC and SEI will meet with the Suquamish tribe and WDFW representatives to present the stream design, including section, profile, streambed gradation, and expected range of channel adjustment, to obtain the concurrence of the major stream and crossing design components.

3.4 Hydraulic Report

Hydraulic aspects of the water crossing design will be documented in a report. The report will describe the results of the geomorphic investigation, hydrologic analysis, hydraulic analysis, and water crossing design recommendations.

Assumptions

- A feasibility assessment will be included for one channel modification concept within 1,000 feet upstream and 100 feet downstream of the crossing.
- Five (5) design flow events will be simulated. Streamstats will be used for the 2-year flow estimate. Effective FEMA flows upstream and water surface elevations downstream will be used for the 10-, 100- and 500-year model boundary conditions. WDFW's Culverts and Climate Change guidance will be used to estimate flow increase for the 100-year 2080 event.
- Hydraulic model simulations will be conducted for existing conditions for the 2- and 100-year events.
- Hydraulic model simulations will be conducted for the proposed crossing for the 2-, 10-, 100-yr, 100-yr 2080 and 500-yr events to evaluate scour and flood elevations. This will include two sub-alternatives for upstream channel and floodplain restoration: one limited to 100 feet upstream and downstream of the crossing and one limited to 1,000 feet upstream and 100 feet downstream of the crossing.
- A CLOMR and/or LOMR are not included. If needed, an amendment will be required.
- Detailed stream design will be provided within 1,000 feet upstream and of the crossing replacement.
- Up to 3 consultant team members will meet with Suquamish tribe and WDFW representatives on site for a design parameters review meeting.
- Up to 3 consultant team members will meet with Suquamish tribe and WDFW representatives virtually for a 45% design concurrence meeting.

Deliverables

- Conceptual level sketch of channel and floodplain modifications from approximately 1,000 feet upstream to 100 feet downstream of the existing crossing.
- Cost estimate for upstream channel and floodplain enhancement
- 45% design PowerPoint presentation slides
- Documentation in a Hydraulic Report, Draft at 60% and Final at 90%
- No-Rise Certification (if met)

4 GEOTECHNICAL ENGINEERING

4.1 Team Coordination, Concept Review, Exploration Plan

This task includes team meetings, conceptual bridge layout review, Preparation of an Exploration Plan and coordination with City personnel

4.2 Subsurface Exploration

This task includes mobilizing a Truck-based CPT rig from ConeTech, pushing 100 feet of CPT with shear wave velocity measurements. This also includes a traffic control plan and one day of traffic control with appropriate signage and 3 flaggers.

4.3 Geotechnical Analyses

This task includes engineering analyses for pile capacity, seismic forces on piles, downdrag forces, liquefaction analysis, lateral spreading hazard analysis, earth pressures, approach and abutment wall stability, and general earthwork.

4.4 Draft Geotechnical Report

This task includes providing Draft report for design team and City review & comment.

4.5 Final Geotechnical Report

This task includes revisions to address design team and City comments.

Assumptions

- Utility locates will be performed by the City of Bremerton and by a private locating company and a locate request will be submitted to the Washington State Underground Utility Notification Center.
- CPT testing will be on the south side of proposed bridge in Right-of-Way.
- A R-O-W permit will be required. This will be a no-cost permit from the City.
- Bridge will be designed for the 1,000 year seismic event per WSDOT.
- Review of plans and specifications and construction observation services are not included in this scope of services but can be added with an amendment.
- Our services will not include any environmental assessment or evaluation regarding the presence or absence of hazardous or toxic materials in the soil; surface water; groundwater; or air on, below, or around this site.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report

5 STRUCTURAL ENGINEERING

Sargent Engineers (SEI) will provide structural engineering services to update the 45% bridge layout and prepare the structural design of the new bridge crossing. Construction plans, specifications, and cost estimate for the new bridge will be prepared, with progress submittals at 60%, 90%, and final design.

5.1 Preliminary Bridge Design

SEI will coordinate with the design team to align the structural design effort with the channel and roadway design efforts through regular communications. SEI will attend approximately six virtual progress meetings throughout the preliminary design phase to coordinate with the other team members and/or Client. SEI will also attend an in-person meeting with the Client and/or stakeholders to gain concurrence with the proposed design.

SEI will complete the following tasks to refine and update the City's 30% design:

- Make a site visit to observe geometry and site constraints.
- Review hydraulic, geotechnical, and roadway design data for the site.
- Develop one bridge concept to accommodate the hydraulic opening recommended by NHC and roadway section recommended by G&O.
- Review construction staging and utility accommodations required to construct the new bridge.

- Provide structural options for maintaining traffic (MOT) during bridge construction, including road closure with “shoofly” bypass and/or constructing the new bridge in two phases.
- Prepare conceptual quantities and cost estimate.
- Once comments are provided on the concept design, prepare 45% plans, expected to be a bridge plan, elevation, and typical section sheet.

Assumptions

- Topographic survey, roadway design data, stream design data, and geotechnical design data will be provided to SEI to provide the basis for sizing the alternative structures.
- Crossing structure is expected to be a single-span bridge constructed with precast concrete girders.

Deliverables

- Conceptual bridge layout for one option in PDF.
- 45% cost estimate for one option in Excel format.
- 45% Structure plans in PDF

5.2 60% Bridge Design

SEI will prepare the structural design of the bridge and the 60% plans, specifications, and cost estimate. SEI will attend approximately four virtual progress meetings throughout the 60% design phase and will attend a virtual 60% design review meeting with the Client.

SEI will complete the following tasks to prepare the 60% design for the new bridge:

- Make final revisions to the layout of the bridge and wingwalls.
- Prepare the structural design in accordance with the AASHTO LRFD Bridge Design Specification and WSDOT Bridge Design Manual.
- Prepare the 60% structural plans. Plan sheets are expected to include structural notes, bridge plan and elevation, conceptual construction sequence, foundation plan, abutment plan (2 sheets), abutment reinforcement (2 sheets), abutment details (2 sheets), framing plan, typical bridge section, deck plan, girder details (4 sheets), traffic barrier (2 sheets), and barlist.
- Prepare 60% construction quantities and cost estimates for the structural items using WSDOT Standard Bid Items to the extent possible.
- Prepare 60% technical specifications for the structural items using WSDOT General Special Provisions to the extent possible.

Deliverables

- 60% Structure plans in PDF.
- 60% Structural quantities and costs in Excel format.
- 60% Structural specifications in Word format.

5.3 90% Bridge Design

SEI will perform a complete quality control check of the bridge structural design and plans, and prepare the 90% plans, specifications, and cost estimate. The results of the 60% submittal review will also be incorporated. SEI will attend approximately four virtual progress meetings throughout the 90% design phase and will attend a virtual 90% design review meeting with the Client.

SEI will complete the following tasks to prepare the 90% design for the new bridge:

- Prepare QC calculations for the bridge structural design in accordance with the AASHTO LRFD Bridge Design Specification and WSDOT Bridge Design Manual.
- Prepare QC calculations for the bridge construction quantities.
- Complete a QC review of the structural plans, specifications, and cost estimate for conformance with the structural design and to ensure complete and accurate documents.
- Prepare the 90% structural plans, specifications, and cost estimate. Documents will be revised to incorporate the QC results and results of the 60% submittal review.

Deliverables

- 90% Structure plans in PDF.
- 90% Structural quantities and costs in Excel format.
- 90% Structural specifications in Word format.

5.4 Final Bridge Design

SEI will complete minor revisions to finalize the bridge plans, specifications, and cost estimate and incorporate the results of the 90% submittal review. SEI will attend approximately two virtual progress meetings throughout the final design phase.

SEI will complete the following tasks to prepare the final design for the new bridge:

- Make minor revisions to the bridge plans, specifications, and cost estimate.
- Prepare stamped structural design calculation package.
- Prepare stamped structural quantities calculation package.
- Prepare stamped final structural plan package.

Deliverables

- Stamped Final Structure plans in PDF.
- Final Structural quantities and costs in Excel format.
- Final Structural specifications in Word format.
- Stamped Structural design calculation package in PDF.
- Stamped Structural quantities calculation package in PDF.

5.5 Bridge Load Rating

Sargent shall perform a load rating for the new bridge. The load rating shall be done in accordance with the AASHTO Manual for Bridge Evaluation and with Chapter 13 of the WSDOT Bridge Design Manual. A complete load rating calculation report will be provided for the bridge, including a stamped Load Rating Summary Sheet and supporting calculations.

Deliverables

- Load rating package, PDF.

6 ROADWAY AND UTILITY ENGINEERING

6.1 Roadway Design

Gray and Osborne (G&O) will design the proposed roadway improvements for the roadway on both approaches to the bridge, including proposed horizontal and vertical alignment, guardrail, pavement markings and transitions to existing roadway. G&O will also provide design for a temporary bypass roadway located immediately north of the new bridge location. The intent is to maintain two lanes of traffic during construction via the temporary roadway.

Assumptions

- Proposed roadway section is one 11'-0" travel lane in each direction, each with a 5'-0" paved shoulder. Ditches will generally need to be constructed where present today.
- Any desired bridge approach slabs to be designed by SEI.
- Proposed pavement section(s) to be provided City of Bremerton.
- Proposed horizontal and vertical alignment of bridge and roadway approaches shall generally be similar to the existing alignment.
- All necessary permitting for the temporary roadway and design of any temporary culverts or similar facilities will be provided by others.
- Illumination improvements are not part of this scope.

- Project improvements will not trigger PGIS. Stormwater runoff from the new roadway will typically flow over the surface to conveyance ditches. Stormwater treatment, detention, infiltration and/or enclosed stormwater conveyance are not a part of this scope.

Deliverables

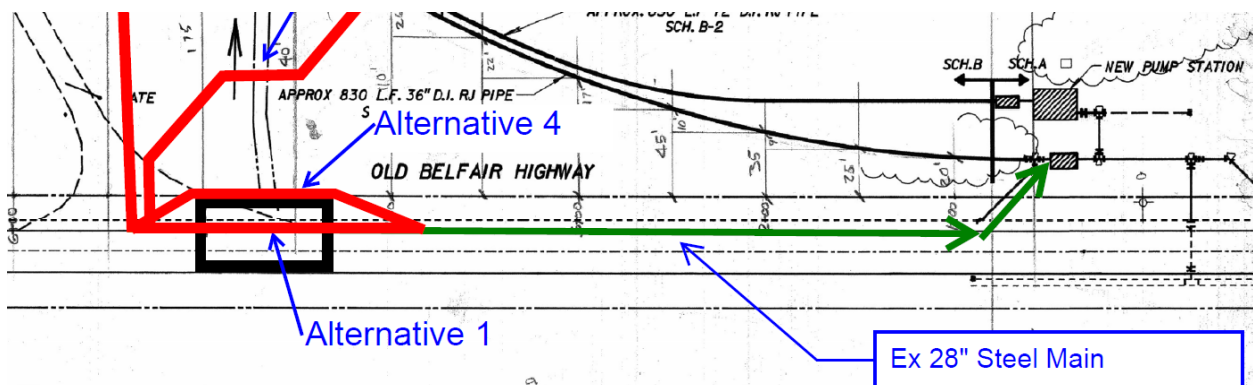
- Plans, special provisions and construction cost estimates at the intervals listed in Task 9

6.2 Waterline Design

G&O will design a new 36" DI water main to replace the existing 28" steel main that will be required to be removed to facilitate the construction of the new two-lane bridge. The new main will be installed/hung on the new bridge. This scope includes developing plan and profile of the selected alignment, to include plan and elevation of the waterline including at the bridge, and associated details, WSDOT section 7-09 specification, and cost estimate of the replacement main.

Assumptions

- Proposed waterline is 36" diameter ductile iron waterline.
- Proposed waterline design to be consistent with Alternative 4 on the preliminary drawing provided by the City (shown below).



- City to provide all requirements regarding shutdown(s) of existing waterline to make connections and how flow will be bypassing during construction.
- Pipe supports/hangers will be designed and detailed by SEI.
- G & O will be able to rely of the existing geotechnical information to support the new water main design and no additional geotechnical investigation will be required.

Deliverables

- Plans, special provisions and construction cost estimates at the intervals listed in Task 9

6.3 Utility Coordination Assistance

G&O will provide assistance with the utility coordination required for the project. This may include assistance with potential utility conflict identification and/or coordination with private utility companies.

Assumptions

- City to be lead on all coordination with all utilities.
- Existing utility information (type, location, depth, etc.) to be included in basemap/survey provided by PLS.
- Any potholing of utilities as may be necessary to be completed by others.
- Any necessary (private) utility relocations to be completed prior to project construction. The City will request the utility companies to provide G&O with respective utility relocation plans for inclusion in design documents as may be necessary.

7 CULTURAL RESOURCES

In 2023, Cultural Resource Consultants (CRC) completed a cultural resources assessment for the project. The area involved in the project has expanded. CRC will prepare documentation of the current APE, conduct field investigations, and prepare an addendum to the 2023 cultural resources assessment.

7.1 APE Letter

CRC will review data gathered from DAHP and project engineering plans to assist in establishing the project APE as outlined in Section 106 (36 CFR § 800.3) and in accordance with WSDOT's Local Programs Guidelines. CRC will provide an APE letter to the CITY for WSDOT's use in Section 106 consultation with the Washington State Historic Preservation Officer (SHPO) and affected tribes.

7.2 Field Investigations

CRC will conduct field investigations in areas in the current APE that were not covered in the 2023 cultural resources assessment. Prior to field investigations, CRC will request utility locator services via the One-Call Utility Locate Center. Field investigations will include pedestrian survey and excavation of shovel and/or auger probes in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

7.3 Addendum to the Cultural Resources Assessment

CRC will document and record archaeological sites identified during field investigations on DAHP inventory forms. Documentation will be consistent with DAHP standards. Inventory forms will be included in the report addendum, which will also describe field methods, results of investigations, and management recommendations. The report will include an updated inadvertent discovery plan (IDP). The addendum will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. The report and supporting materials will be provided electronically.

Assumptions

- WSDOT, on behalf of FHWA, will act as lead agency for Section 106.
- No more than two (2) shovel/auger probes will be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area, it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- Up to one (1) archaeological site and no historic sites will be identified in the APE.

- Right-of-entry for any private property in the APE will be coordinated by others.
- No private utility locates will be required.

Deliverables

- Draft and final APE letter, provided electronically
- Draft and final addendum to the cultural resources assessment with inventory forms (if completed) and IDP, provided electronically

8 ENVIRONMENTAL PERMITTING

Environmental permitting will consist of preparing permit applications, supporting documentation and coordinating with regulatory agencies through the permit review and approval process. The following permits and approvals are anticipated:

- NEPA approval from WSDOT/FHWA
- Corps of Engineers CWA Section 404 permit
- WDFW Hydraulic Project Approval
- City of Bremerton Critical Areas Ordinance compliance

The project is assumed to meet fish habitat exemption criteria of RCW 77.55.181 and SEPA review will therefore not be required.

8.1 Meetings and Coordination

Struck Environmental (SE) will coordinate with the project team and provide task management and administration. The following activities will be completed:

- Participate in project kick off meeting and development of project work plan and schedule.
- Participate in up to 10 consultant team and/or City meetings to coordinate work activities and deliverables.
- Provide routine task project management and administration.

Assumptions

- Meetings will be virtual.

Deliverables

- Routine communications.
- Monthly progress reports.

8.2 Environmental Documentation

SE will complete the following activities:

- Conduct site visit and delineate wetland limits that are within approximately 50-ft of the potential waterline construction footprint. Update the existing wetland delineation and ordinary high-water mark (OHWM) flagging to include the stream reach between West Belfair Valley Road to approximately 200-ft upstream of the root wad obstruction. Coordinate with PLS to incorporate critical area boundaries and features into CAD base maps.
- Following confirmation of the design and mitigation approach, prepare a combined Habitat Management Plan (HMP) and Wetland Delineation Report pursuant to the Bremerton CAO that describes results of the field work and associated regulatory assessment including stream/wetland ratings, buffers, impact avoidance/minimization and mitigation requirements.

Assumptions

- Field flagging will be completed in one day.
- Survey and base map of existing conditions in pdf format to be provided by NHC/others.
- 45% complete plans and geomorphic/hydraulic analysis prepared by others will be used to support preparation of the HMP.
- Mitigation plans and associated permitting documentation for in-water water line impacts, and/or potential upstream impacts due to channel re-alignment, forest road protection or root wad removal is not included in the scope of work or budget.

Deliverables

- Field sketch of OHWM and wetland flagging.
- Draft and final Wetland Delineation Report/Habitat Management Plan.

8.3 NEPA Documentation

SE will prepare preliminary, draft and final NEPA Categorical Exclusion documentation package. This task consists of the following activities:

- Prepare draft Area of Potential Effect (APE) exhibits and Section 106 (cultural and historic resources) package. Review draft with project team and City and submit final APE to WSDOT for approval. Coordinate with Cultural Resource Consultants (RCRC) to complete the updated cultural resource report. The updated CRC report will be included as part of the NEPA CE submittal.
- Prepare NEPA Categorical Exclusion Documentation Form and the following attachments:

- Vicinity and Site Maps
- Site photographs
- STIP sheet
- Coast Guard approval for water crossing
- Hazardous materials technical memorandum
- Environmental Justice (EJ) memorandum including potential impact from project related detours
- Bald eagle nest documentation
- Mature forest habitat assessment
- Prepare ESA 4(d) documentation form for NMFS species and prepare a No Effect Memorandum for USFWS listed species.
- Prepare summary (2 page) Mitigation Plan for NEPA submittal that describes how temporary and permanent in-water and buffer impacts will be mitigated.
- Submit the preliminary draft NEPA package for NHC review, and the draft unsigned NEPA package to City for review. Prepare updates/revisions based on review comments. Coordinate with NHC and the City for submittal of final signed NEPA package to WSDOT.
- Coordinate with WSDOT during NEPA review, address comments/issues and prepare revisions and/or supplements.

Assumptions

- Site plan design drawings depicting project limits and elements (approximate 45% level) will be prepared by NHC.
- The RRMP 4(d) ESA approval pathway and an ESA determination of No Effect for USFWS listed species will be accepted by WSDOT. No Biological Evaluation will be required.
- No stormwater impact analysis will be required due to the RRMP 4(d) approval.
- The hazardous materials assessment will identify low potential to encounter hazardous materials.
- The Environmental Justice analysis will identify low potential to impact disadvantaged populations. Public outreach strategies to mitigate detour impacts, if necessary, will be prepared by NHC/City.
- Cultural resource assessment will be provided by CRC.
- Response to issues and questions including WSDOT review comments will be provided on a time and materials basis up to the 8 hour budget allowance. Effort that exceeds this allowance will require a budget amendment.

Deliverables

- Preliminary, draft and final CE submittal package.
- Responses to WSDOT review comments on the NEPA submittal.

8.4 Permit Applications and Approvals

SE will prepare federal, state and local permit applications necessary to construct the project. This task consists of the following activities:

- Coordinate with the design team on the 45%, 60% and 90% design plans to ensure consistency between permit and design documents.
- Coordinate with the City and WDFW and verify the project meets streamlined processing criteria for Fish Habitat Enhancement projects.
- Provide fish habitat enhancement documentation package to the City Department of Community Development pursuant to RCW 77.55.181.
- Prepare draft and final environmental documentation and permit applications consisting of the following:
 - JARPA form
 - Fish Habitat Enhancement JARPA attachment
- Prepare permit application package to the USACOE for a Nationwide Permit (NWP).
- Submit the on-line team HPA application to WDFW.
- Coordinate with agency review staff through the permit application review process.

Assumptions

- The project is exempt from City of Bremerton site development and land use permits.
- NHC will lead negotiations with WDFW and the Suquamish tribe to develop a design that meets co-manager approval.
- Engineering plans (60% and 90% complete), geomorphic, hydrologic and hydraulic analysis will be prepared by others (NHC) and will be provided for inclusion in the permit application packages.
- A Drainage Report, if required, will be prepared by others.
- No FEMA flood plain development permit will be required by the City.
- Response to agency issues and questions including review comments will be provided on a time and materials basis up to the 8 hour budget allowance. Effort that exceeds this allowance will require a budget amendment.

Deliverables

- Draft and final JARPA forms.
- HPA on-line application package.
- USACOE Nationwide Permit application package consisting of JARPA, approved CE form, cultural resources report and HMP.

9 DESIGN DEVELOPMENT – PLANS, SPECIFICATIONS, & ESTIMATE

The Consultant will provide 45%, 60%, 90%, and Final design packages for the project. Drawings and cost estimates will be developed at each phase. Special provisions/specifications will be identified at 60% and full specifications package provided at 90% and Final design.

9.1 45% Design

The Consultant team will refine the 30% structure layout to accommodate scour and freeboard per WSDOT and FHWA criteria. Shannon & Wilson and Sargent will determine the most appropriate geotechnical solution for the crossing foundation while considering cost, space, and geotechnical constraints. A cost estimate and a constructability review will be developed.

The 45% Plan Set will include the following sheets:

- 1) Cover (1 sheet)
- 2) Horizontal Control & Existing Conditions (1 sheet)
- 3) Roadway Plan & Profile (1 sheet)
- 4) Roadway Details (1 sheet)
- 5) Bridge Plan, Elevation, and Typical Section (1 sheet)
- 6) Crossing Plan & Profile (1 sheet)
- 7) Stream Crossing Details (1 sheet)
- 8) Channel Enhancement Plan (1 sheet)
- 9) Channel Enhancement Details (1 sheet)

9.2 60% Design

The 60% Plan Set will include the following sheets:

- 1) Cover (1 sheet)
- 2) Notes, Legend, and Abbreviations (1 sheet)
- 3) Horizontal Control & Existing Conditions (1 sheet)
- 4) Site Preparation, TESC and Temporary Stream Diversion (1 sheet)
- 5) Traffic Control and Bypass Plan (2 sheets)
- 6) Roadway Plan & Profile (1 sheet)
- 7) Roadway Details (6 sheet)
- 8) Waterline relocation and details (4 sheet)
- 9) Crossing Plan & Profile (1 sheet)
- 10) Stream Crossing Typical Sections (1 sheet)
- 11) Stream Crossing Section Details (1 sheet)
- 12) Channel Enhancement Plan (1 sheet)

- 13) Channel Enhancement Details (2 sheet)
- 14) Structural Notes (1 sheet)
- 15) Bridge Plan & Elevation (1 sheet)
- 16) Bridge Conceptual Construction Sequence (1 sheet)
- 17) Foundation Plan (1 sheet)
- 18) Abutment Plan (2 sheets)
- 19) Abutment Reinforcement (2 sheets)
- 20) Abutment Details (2 sheets)
- 21) Framing Plan (1 sheet)
- 22) Bridge Typical Section (1 sheet)
- 23) Deck Plan (1 sheet)
- 24) Girder Details (4 sheets)
- 25) Bridge Traffic Barrier (2 sheets)
- 26) Barlist (1 sheet)
- 27) Planting & Restoration Plan (3 sheet)
- 28) Planting & Restoration Details (1 sheet)

9.3 90% Design

The 90% design will progress the 60% design based on comments from the City's and permitting agencies' review of the 60% documents.

9.4 Final Design

The Final design will incorporate one round of consolidated comments from the City on the 90% PSE submittal. The Final design package will be produced as a draft and final version.

Assumptions

- One round of consolidated comments will be incorporated into each subsequent submittal.
- Specifications will follow WSDOT, "Standard Specifications for Road, Bridge, and Municipal Construction" (2025). – M41-10
- City staff will be responsible for assembling the final bid package

Deliverables

- 45% Plan Set and construction cost estimate
- 60% Plan Set, construction cost estimate, and draft project special provisions
- 90% Plan Set, construction cost estimate, and draft Division 2-9 project special provisions
- Final stamped plans and Division 1-9 specifications and cost estimate

10 RIGHT OF WAY SERVICES

Abeyta & Associates shall provide pre-acquisition right-of-way services consistent with the Uniform Relocation Act and WAC 468-100 and its policies and procedures as amended together with the City's WSDOT-approved Policies and Procedures.

10.1 PROJECT MANAGEMENT AND QUALITY ASSURANCE

This task includes all work related to the management, administration, and coordination of Sub-consultant activities under the Project Management Institute's standards.

1. Attend a total of three project team meetings with Northwest Hydraulic Consultants and/or the City, including the kick-off meeting, to obtain available information; discuss material and information needed (ROW Plan, Legal Descriptions, Exhibits, Staking, etc.); and obtain any additional information to assist preparing the ROW Funding Estimate, and for obtaining any additional information to assist in obtaining rights-of-entry agreements.
2. The Sub-consultant shall provide quality assurance throughout the life of the Agreement to validate adequate administration, accounting, scheduling, communication, planning, and pre-acquisition procedures leading to the deliverable products. The quality assurance reviews shall be performed independently by the Sub-consultant's Quality Manager.
3. Participate in progress meetings by conference call and provide status meetings with Northwest Hydraulic Consultants and/or the city – a maximum of six 30-minute meetings.
4. Coordinate and address with the City and Northwest Hydraulic Consultants any concerns raised by property owners regarding the potential impacts of the project and their properties.
5. Have an ongoing responsibility in managing the pre-acquisition process and project tasks of this scope and coordinate with the Project team to provide the required information to complete the services.
6. Provide timely input and progressive work to find answers to issues raised.

10.2 PRE-NEGOTIATION SERVICES

The Sub-consultant shall provide the following pre-negotiation services. The objective is to meet with property owners to discuss proposed project plans, address their concerns about potential impacts, and obtain necessary right-of-entry permissions if required.

1. Conduct a review of the draft and final Right-of-Way Plans.
2. Conduct a review of the legal descriptions and exhibits.
3. Prepare an introduction letter to arrange a meeting with property owners.

4. Prepare a ROW Funding Estimate consistent with the WSDOT LAG Manual for federally funded projects and submit it to the City and WSDOT for review and approval.
5. Arrange and conduct meetings with property owners to comprehensively discuss the proposed project plans.
6. Meet with property owners to obtain right-of-entries, as necessary.

Deliverables

- Sample Introduction Letter
- Comments on right-of-way plan
- ROW Funding Estimate

10.3 TITLE SERVICES

The Sub-consultant shall provide title services including but not limited to:

1. Conduct a review of title reports for each parcel to confirm the type of ownership structure and existing encumbrances including access easements and potential conflicts from utility encumbrances that may the proposed right-of-way improvements.

Deliverables

- Parcel Title Review Summaries – 2 Parcels

10.4 APPRAISAL AND APPRAISAL REVIEW SERVICES

The Consultant shall provide appraisal and appraisal review services including but not limited to:

1. Contract with a WSDOT-approved fee appraiser for one (1) Appraisal Report.
2. Contract with a WSDOT-approved fee review appraiser for the review of one (1) appraisal review report.
3. Submit all Appraisal Reports and Appraisal Reviews to the City for review and establishment of just compensation by the City.
4. Coordinate with the appraiser, review appraiser, and the City to resolve valuation-related issues or concerns.
5. Prepare Appraisal Waiver reports for those parcels with a Just Compensation of less than \$35,000 for a total of one parcel.

Deliverables

- Appraisal Reports and Appraisal Reviews – 1 parcel
- Appraisal Waiver Reports – 1 parcel

10.5 NEGOTIATION SERVICES

The Consultant shall provide negotiation services including but not limited to:

1. Provide sample templates of all acquisition documents (offer letters, deeds, easements, lender consent agreements, etc.) for the City's review and approval for project use.
2. Maintain acquisition records in accordance with statutory, regulatory, and policy requirements.
3. Review the right of way and construction plans.
4. Transmit the signed conveyance documents and payment vouchers to the City for approval and processing.
5. Upon written permission to proceed, prepare a general information notice to be mailed to up to two (2) parcel owners impacted by the project, notifying them of the pending project and of the right-of-way acquisition and identifying the Consultant as the City representative.
6. Upon written permission to proceed, prepare offer and conveyance documents for each parcel and submit offer packages to the City and WSDOT Northwest Region Local Agency Coordinator, utilizing the pre-approved acquisition documents and forms.
7. If necessary, submit an example of the acquisition packages to WSDOT for review and approval.
8. Promptly present offers and negotiate in good faith with property owners to acquire necessary right-of-way and/or easement.
9. Collaborate with the City on the offers and property owner discussions.
10. Explain the project and show the design/and construction plans related to driveway access and all potential right-of-way impacts as addressed during the negotiation process.
11. Maintain individual negotiation files for each impacted tax parcel.
12. Conduct a minimum of three (3) significant and meaningful contacts with each property owner before the recommendation of condemnation.
13. Provide written notice to the City of the impasse in negotiations.
14. Provide written notice to the City of recommendation for condemnation.

Deliverables

- Sample Introduction Letter
- Offer Packages
- Complete Acquisition files for payment or legal action
- Comments on the right-of-way and construction plans.
- Written notices of impasse in negotiations
- Written notices of recommendations for condemnation

Assumptions

- All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.
- The City will provide right-of-way plans and drawings, maps, exhibits, and right-of-way staking.
- The City will provide legal descriptions in electronic format for all real property rights to be acquired.
- The City will provide approval of all acquisition documents in electronic format for all legal conveyance documents and forms before use (i.e. offer letters, deeds, easements, etc.).
- The City will make payment for all compensation payments to property owners, recording fees, legal services, and any incidental costs that may be necessary to complete each transaction and record the required acquisition documents with the City auditor's office.
- Assuming no relocation services currently.
- If relocation is needed, a scope amendment will address the additional work and an additional budget will be negotiated.

10.6 CLOSING SERVICES

The Consultant shall provide closing services including but not limited to:

1. Conduct comprehensive checklist reviews for each acquisition file to support WSDOT and federal agency reviews.
2. Coordinate with the City and WSDOT Northwest Region Local Agency Coordinator to resolve right-of-way concerns and issues with WSDOT's right-of-way acquisition file audit and certification review.
3. Submit signed conveyance documents to obtain signatures from the City of Bremerton..
4. Submit signed conveyance documents to the escrow company together with all supporting documents including signed W-9s and Excise Tax Affidavits, as applicable to record conveyance documents. Prepare Recording Instructions for the title company and assist the escrow company in issuing escrow instructions and coordinating the wiring of funds.
5. Prepare payment vouchers for any charges not paid for through the escrow company and submit them to the City to process payment for up to two (2) parcels.

Deliverables

- Completed acquisition negotiation files and supporting records of all right-of-way acquisition services to support WSDOT acceptance.
- Payment voucher/requests for payment supported by the City, W-9s, and other documents required to process payment, and escrow instructions.

11 BIDDING SUPPORT

Consultant will provide bid-phase support to the City on an as needed basis to provide desktop responses and calculations as necessary to answer questions during the bid-phase.

Assumptions

- City of Bremerton will track and facilitate responses RFAI's.
- Up to two (2) responses RFAI's will be provided.

Deliverables

- Email responses to two (2) RFAI's.

12 CONSTRUCTION SUPPORT

Consultant will provide remote and on-site support to the City in support of the construction of the crossing structure and foundation, waterline realignment, and stream components. The Consultant will review and provide responses to Contractor submittals. Consultant will provide on-site construction observation. Consultant will provide post-construction record drawings as requested.

Assumptions

- City of Bremerton will provide Construction Management services including daily inspection and construction management.
- Consultant will not attend pre-construction conference or regular progress meetings during construction.
- City of Bremerton will track, facilitate, and respond to submittals and RFI's.
- City of Bremerton will be responsible for tracking materials delivery and work complete.
- Contractor questions and decisions related to interpreting or modifying the design or Contract Documents, e.g. change orders, will be directed to City for further coordination or approval.
- Sargent will review Requests for Information (RFIs) related to structural components and provide comments to NHC/Owner for compilation and response to the Contractor. This is limited to 8 hours.
- NHC will review RFIs and respond to up to four (4) RFI's related to streambed material gradations and stream component installation.
- Sargent will review Contractor submittals for structural components and provide review comments to NHC/Owner for compilation and response to the Contractor. Submittals are expected to include shoring & excavation, concrete mix design, reinforcing steel shop drawings, formwork, prestressed slab shop drawings, and bearing pads.



- Sargent will make one (1) site visit during construction, and will provide a summary report of our findings.
- Shannon & Wilson will make up to three (3) site visits to observe driving and testing of piles.
- NHC will make up to four (4) site visits to observe large woody debris and streambed material installation.

Deliverables

- Construction observation notes per site visit (up to eight)
- Written responses for up to materials, construction submittals, and RFIs (up to eight)
- Record drawings as requested to reflect final configuration of design elements.

Exhibit B

DBE Participation

Abeyta & Associates will provide right of way services; Peninsula Land Survey (PLS) will provide survey services; and Land Meets Water will provide landscape architecture services. The estimated portion of the budget completed by DBE firms is 16%. It is anticipated that this project will meet or exceed the project's 16% DBE requirement.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See Exhibit A Scope of Work

B. Roadway Design Files

See Exhibit A Scope of Work

C. Computer Aided Drafting Files

See Exhibit A Scope of Work

D. Specify the Agency's Right to Review Product with the Consultant

See Exhibit A Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A Scope of Work

II. Any Other Electronic Files to Be Provided

See Exhibit A Scope of Work

III. Methods to Electronically Exchange Data

Email attachments and/or server file transfers

A. Agency Software Suite

See Exhibit A Scope of Work

B. Electronic Messaging System

Microsoft Outlook and Teams

C. File Transfers Format

See Exhibit A Scope of Work

Exhibit D

Prime Consultant Cost Computations

Task	Labor Categories	Firm Rate	NHC										Direct Costs for Reimbursables (Mileage, equipment, etc.)	Total by Task
			\$90.00	\$69.00	\$49.88	\$44.89	\$44.89	\$55.13			198.39%			
			Principal	Senior Engineer 1	Scientist 2	Junior Engineer	Junior Scientist	GIS/CAD Analyst 1	Total Hours	Labor Cost	Overhead	Labor + Overhead		
1	Project Management													
1.1	Project Coordination and Management		20	60					80	\$ 5,940	\$ 11,784	\$ 17,724	\$ -	\$ 17,724
1.2	Meetings		10	42					52	\$ 3,798	\$ 7,535	\$ 11,333	\$ -	\$ 11,333
2	Survey													
3	Hydraulic Engineering													
3.1	Geomorphic Site Assessment		5.5	7	28	2	48	0	90.5	\$ 4,619	\$ 9,164	\$ 13,783	\$ 200	\$ 13,983
3.2	Hydraulic Analysis		3.5	18	0	60	0	0	81.5	\$ 4,250	\$ 8,432	\$ 12,683	\$ -	\$ 12,683
3.3	Crossing & Stream Designs		10	52	12	96	28	0	198	\$ 10,653	\$ 21,134	\$ 31,787	\$ -	\$ 31,787
3.3.2	Channel and Floodplain Enhancement Design		2	18	1	22	2	0	45	\$ 2,549	\$ 5,057	\$ 7,607	\$ -	\$ 7,607
3.3.1	Crossing Design		4	12	3	24	6	0	49	\$ 2,684	\$ 5,325	\$ 8,010	\$ -	\$ 8,010
3.3.3	45% Design		2	8	0	6	0	0	16	\$ 1,001	\$ 1,987	\$ 2,988	\$ -	\$ 2,988
3.3.4	Hydraulic Report		2	14	8	44	20	0	88	\$ 4,418	\$ 8,765	\$ 13,183	\$ -	\$ 13,183
3.4	QA/QC		12						12	\$ 1,080	\$ 2,143	\$ 3,223	\$ -	\$ 3,223
4	Geotechnical Engineering													
5	Structural Engineering													
6	Roadway & Utility Engineering													
7	Cultural Resources													
8	Environmental Permitting													
8.1	Meetings and Coordination								0	\$ -	\$ -	\$ -	\$ -	\$ -
8.2	Environmental Documentation								0	\$ -	\$ -	\$ -	\$ -	\$ -
8.3	NEPA Documentation								0	\$ -	\$ -	\$ -	\$ -	\$ -
8.4	Permit Applications and Approvals		0	8	0	18	0	30	56	\$ 3,014	\$ 5,979	\$ 8,993	\$ -	\$ 8,993
9	Design Development - PS&E													
9.1	45% Design		2.5	18	0	25	0	22	67.5	\$ 3,802	\$ 7,543	\$ 11,345	\$ -	\$ 11,345
9.1.1	Channel & Floodplain Enhancement		0.5	4		5		12	21.5	\$ 1,207	\$ 2,395	\$ 3,602		\$ 3,602
9.2	60% Design		6	25	0	20	0	35	86	\$ 5,092	\$ 10,103	\$ 15,195	\$ -	\$ 15,195
9.2.1	Channel & Floodplain Enhancement		2	4		4		6	16	\$ 966	\$ 1,917	\$ 2,883	\$ -	\$ 2,883
9.3	90% Design		6	25	0	12	0	17	60	\$ 3,741	\$ 7,422	\$ 11,162	\$ -	\$ 11,162
9.3.1	Channel & Floodplain Enhancement		2	6		4		4	16	\$ 994	\$ 1,972	\$ 2,966	\$ -	\$ 2,966
9.4	Final Design		12	34	0	10	0	8	64	\$ 4,316	\$ 8,562	\$ 12,878	\$ -	\$ 12,878
9.4.1	Channel & Floodplain Enhancement		1	2		2		4	9	\$ 538	\$ 1,068	\$ 1,606	\$ -	\$ 1,606
10	Right of Way Services													
11	Bidding Support													
	RFAIs		2	4					6	\$ 456	\$ 905	\$ 1,361	\$ -	\$ 1,361
12	Construction Support													
12.1	RFIs and submittal reviews		2	8					10	\$ 732	\$ 1,452	\$ 2,184	\$ -	\$ 2,184
12.2	Site Visits			32					32	\$ 2,208	\$ 4,380	\$ 6,588	\$ 400	\$ 6,988
12.3	Record Drawings		2	6				12	20	\$ 1,256	\$ 2,491	\$ 3,746	\$ -	\$ 3,746
Total Hours			99	355	40	258	76	150	978					
Total Costs										\$ 58,663	\$ 116,381	\$ 175,044	\$ 600	\$ 175,644
30% Fixed Fee														\$ 17,599
Total Cost Plus Fixed Fee														\$ 193,243

Agreement Number: LA 11045

Exhibit D-1**Prime Consultant Cost Computations Summary****Project: Parish Creek Fish Barrier Removal (Agreement No. LA 11045)**

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Hours</u>		<u>Rate (DSC)</u>		<u>Cost</u>
Principal	99	x	\$90.00	x	\$8,910.00
Senior Engineer 1	355	x	\$69.00	x	\$24,495.00
Scientist 2	40	x	\$49.88	x	\$1,995.20
Junior Engineer	258	x	\$44.89	x	\$11,581.62
Junior Scientist	76	x	\$44.89	x	\$3,411.64
GIS/CAD Analyst 1	150	x	\$55.13	x	\$8,269.50
Total DSC					= \$58,662.96

Overhead (OH Rate x DSC):

Overhead Rate	1.9839	x	\$58,662.96	=	\$116,381.45
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Fixed Fee (FF Rate x DSC):

FF Rate	30%	x	\$58,662.96	=	\$17,598.89
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Reimbursables:

Mileage	857 miles x	0.7	=	\$600.00
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Subconsultants

Land Meets Water	\$16,650.00
Abeyta	\$44,526.00
Cultural Resources Consultants	\$3,850.00
Struck Environmental	\$35,776.00
Shannon & Wilson, Inc.	\$48,875.00
Sargent	\$149,957.00
Gray & Osborne, Inc.	\$103,616.00
Peninsula Land Survey, LLC	\$54,256.00

Subtotal (Salary, Subconsultants, and Expenses) \$650,749.29

Management Reserve Fund (MRF)

Management Reserve	<u>\$40,000.00</u>
--------------------	--------------------

Grand Total Estimated Budget \$690,749



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

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

December 23, 2024

Northwest Hydraulic Consultants, Inc. (NHC)
12787 Gateway Dr. S.
Seattle, WA 98168

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Diane Numrich:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 198.39% of direct labor (rate includes 0.81% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Shannon & Associates, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Dec 23, 2024 12:35 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Task	Labor Categories	Firm Rate	Land Meets Water					
		\$60.00	Landscape Architect	Total Hours	Labor Cost	Overhead	Labor + Overhead	Direct Costs for Reimbursables (Mileage, equipment, etc.) Total by Task
1	Project Management							
1.1	Project Coordination and Management		8	8	\$ 480	\$ 576	\$ 1,056	\$ - \$ 1,056
1.2	Meetings		3	3	\$ 180	\$ 216	\$ 396	\$ - \$ 396
9	Design Development - PS&E							
9.1	45% Design		0	0	\$ -	\$ -	\$ -	\$ - \$ -
9.2	60% Design		40	40	\$ 2,400	\$ 2,880	\$ 5,280	\$ - \$ 5,280
9.3	90% Design		40	40	\$ 2,400	\$ 2,880	\$ 5,280	\$ - \$ 5,280
9.4	Final Design		20	20	\$ 1,200	\$ 1,440	\$ 2,640	\$ - \$ 2,640
	Total Hours		111	111				
	Total Costs				\$ 6,660	\$ 7,992	\$ 14,652	\$ - \$ 14,652
	30% Fixed Fee							\$ 1,998
	Total Cost Plus Fixed Fee							\$ 16,650

Task	Labor Categories	Firm Rate	Abeyta						
		\$ 67.24	\$ 54.51			1.20		Direct Costs for Reimbursables (Mileage, equipment, etc.)	
		PM / Sr. Acq Agent	Acq Agent	Total Hours	Labor Cost	Overhead	Labor + Overhead		Total by Task
10	Right of Way Services								
10.1	Project Administration	74	26	100	\$ 6,393	\$ 7,672	\$ 14,065	\$ -	\$ 14,065
10.2	ROW Acquisition	68	73	141	\$ 8,552	\$ 10,262	\$ 18,813	\$ 7,165	\$ 25,978
	Total Hours	142	99	241					
	Total Costs				\$ 14,945	\$ 17,933	\$ 32,878	\$ 7,165	\$ 40,043
	30% Fixed Fee								\$ 4,483
	Total Cost Plus Fixed Fee								\$ 44,526

Agreement Number: LA 11045



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 3, 2025

Tristan Fields, Owner
Land Meets Water, LLC
2212 Walnut Ave SW
Seattle, WA 98116-2051

Re: Land Meets Water, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Tristan:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Land Meets Water, LLC in April 2022. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Land Meets Water opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Land Meets Water.

Land Meets Water agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

August 14, 2024

Rosa M. Villa, Principal
Rosa M. Abeyta, LLC dba Abeyta & Associates
3924 California Avenue SW
Seattle, WA 98116-3706

Re: Rosa M. Abeyta, LLC dba Abeyta & Associates
Safe Harbor Indirect Cost Rate Extension

Dear Rosa:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Rosa M. Abeyta, LLC dba Abeyta & Associates in November 2019. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Abeyta & Associates opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Abeyta & Associates.

Abeyta & Associates agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,



Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

Task	Labor Categories	Firm Rate	Cultural Resource Consultants								Direct Costs for Reimbursables (Mileage, equipment, etc.)	Total by Task
		\$ 65.50	\$ 41.25	\$ 36.25	\$ 43.25			1.04				
		Principal Investigator	Projects Manager	Project Archaeologist II	Admin. & Financial Specialist	Total Hours	Labor Cost	Overhead	Labor + Overhead			
1	Project Management											
1.1	Project Coordination and Management					0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2	Meetings	4				4	\$ 262	\$ 273	\$ 535	\$ -	\$ -	\$ 535
7	Cultural Resources											
7.1	APE	1	6		1	8	\$ 356	\$ 371	\$ 727	\$ -	\$ -	\$ 727
7.2	Field Investigations	0.5		8	1	9.5	\$ 366	\$ 381	\$ 747	\$ 175	\$ -	\$ 922
7.3	Report Addendum	1	1	12	1	15	\$ 585	\$ 609	\$ 1,194	\$ -	\$ -	\$ 1,194
	Total Hours	6.5	7	20	3	36.5						
	Total Costs						\$ 1,569	\$ 1,635	\$ 3,204	\$ 175	\$ -	\$ 3,379
	30% Fixed Fee										\$ 471	\$ 471
	Total Cost Plus Fixed Fee											\$ 3,850

Task	Labor Categories	Firm Rate	Struck Environmental							Direct Costs for Reimbursables (Mileage, equipment, etc.)	Total by Task
		\$ 75.48				1.20					
		P. Struck Senior Scientist	Total Hours	Labor Cost	Overhead	Labor + Overhead					
1	Project Management										
2	Survey										
3	Hydraulic Engineering										
4	Geotechnical Engineering										
5	Structural Engineering										
6	Roadway & Utility Engineering										
7	Cultural Resources										
8	Environmental Permitting										
8.1	Meetings and Coordination		34	\$ 2,566	\$ 3,080	\$ 5,646				\$ 5,646	\$ 5,646
8.2	Environmental Documentation		70	\$ 5,284	\$ 6,340	\$ 11,624			\$ 300	\$ 11,924	\$ 11,924
8.3	NEPA Documentation		46	\$ 3,472	\$ 4,166	\$ 7,639			\$ -	\$ 7,639	\$ 7,639
8.4	Permit Applications and Approvals		38	\$ 2,868	\$ 3,442	\$ 6,310			\$ -	\$ 6,310	\$ 6,310
9	Plans, Specifications, & Estimate										
10	Right of Way Services										
	Total Hours		188								
	Total Costs			\$ 14,190	\$ 17,028	\$ 31,219			\$ 300	\$ 31,519	\$ 31,519
	30% Fixed Fee									\$ 4,257	\$ 4,257
	Total Cost Plus Fixed Fee										\$ 35,776

Agreement Number: LA 11045



**Washington State
Department of Transportation**

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

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

April 15, 2025

Northwest Heritage Consultants, LLC dba Cultural Resource Consultants, LLC
PO Box 4159
Seattle, WA 98194

Subject: Acceptance FYE 2024 ICR – Audit Office Review

Dear Teresa Peterson:


Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2024 Indirect Cost Rate (ICR) of 102.95% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Apr 15, 2025 14:40 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 14, 2024

Phil Struck
Struck Environmental, Inc.
PO Box 2168
Poulsbo, WA 98370

Re: Struck Environmental, Inc.
Safe Harbor Indirect Cost Rate Addendum

Dear Phil:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Task	Labor Categories	Firm Rate	Shannon & Wilson, Inc.										Direct Costs for Reimbursables (Mileage, equipment, etc.)	Total by Task
			\$ 84.10	\$ 64.63	\$ 57.74	\$ 37.62	\$ 41.35	\$ 36.64			187.54%			
			VP/Principal in Charge	Senior Professional III	Senior Prof. Engineer II	Professional II	Senior Office Services	GIS/CAD Tech Services IV	Total Hours	Labor Cost	Overhead	Labor + Overhead		
1	Project Management													
2	Survey													
3	Hydraulic Engineering													
4	Geotechnical Engineering													
4.1	Team Coordination and Concept Review		8		8				16	\$ 1,135	\$ 2,128	\$ 3,263	\$ -	\$ 3,263
4.2	Subsurface Exploration (1 CPT to 110 Ft.)				6	10			16	\$ 723	\$ 1,355	\$ 2,078	\$ 7,645	\$ 9,723
4.3	Geotechnical Analyses		8	17	66	0	0	0	91	\$ 5,582	\$ 10,469	\$ 16,051	\$ -	\$ 16,051
4.3.1	QA/QC		2		2		2		6	\$ 366	\$ 687	\$ 1,053	\$ -	\$ 1,053
4.4	Draft Geotechnical Report		8		24		6	8	46	\$ 2,600	\$ 4,876	\$ 7,475	\$ -	\$ 7,475
4.5	Final Geotechnical Report		4		4		4		12	\$ 733	\$ 1,374	\$ 2,107	\$ -	\$ 2,107
5	Structural Engineering													
6	Roadway & Utility Engineering													
7	Cultural Resources													
8	Environmental Permitting													
9	Plans, Specifications, & Estimate													
10	Right of Way Services													
11	Bidding Support													
	RFAs								0	\$ -	\$ -	\$ -	\$ -	\$ -
12	Construction Support													
12.1	RFIs and submittal reviews								0	\$ -	\$ -	\$ -	\$ -	\$ -
12.2	Site Visits				30				30	\$ 1,732	\$ 3,249	\$ 4,981	\$ 360	\$ 5,341
12.3	Record Drawings								0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours			30	17	110	10	12	8	187					
Total Costs										\$ 12,871	\$ 24,138	\$ 37,009	\$ 8,005	\$ 45,014
30% Fixed Fee														\$ 3,861
Total Cost Plus Fixed Fee														\$ 48,875

Task	Labor Categories	Firm Rate	Sargent										Direct Costs for Reimbursables (Mileage, equipment, etc.)	Total by Task
			\$ 74.50	\$ 58.50	\$ 50.00	\$ 36.50				197.81%				
			Principal	Senior Project Engineer	Project Engineer	Design Engineer	Total Hours	Labor Cost	Overhead	Labor + Overhead				
1	Project Management													
2	Survey													
3	Hydraulic Engineering													
4	Geotechnical Engineering													
5	Structural Engineering													
5.1	Preliminary Design		67		102		169	\$ 10,092	\$ 19,962	\$ 30,053	\$ 210	\$ 30,263		
5.2	60% Bridge Design		30		278		308	\$ 16,135	\$ 31,917	\$ 48,052	\$ -	\$ 48,052		
5.3	90% Bridge Design		12	114	62		188	\$ 10,663	\$ 21,092	\$ 31,755	\$ -	\$ 31,755		
5.4	Final Bridge Design		8	25	73		106	\$ 5,709	\$ 11,292	\$ 17,000	\$ -	\$ 17,000		
5.5	Bridge Load Rating				6	12	18	\$ 738	\$ 1,460	\$ 2,198	\$ -	\$ 2,198		
6	Roadway & Utility Engineering													
7	Cultural Resources													
8	Environmental Permitting													
9	Plans, Specifications, & Estimate													
10	Right of Way Services													
11	Bidding Support													
	RFAs													
12	Construction Support													
12.1	RFIs and submittal reviews		2		34		36	\$ 1,849	\$ 3,658	\$ 5,507	\$ -	\$ 5,507		
12.2	Site Visits				8		8	\$ 400	\$ 791	\$ 1,191	\$ 315	\$ 1,506		
12.3	Record Drawings													
Total Hours			119	139	563	12	833							
Total Costs								\$ 45,585	\$ 90,172	\$ 135,757	\$ 525	\$ 136,282		
30% Fixed Fee												\$ 13,676		
Total Cost Plus Fixed Fee														\$ 149,957

Agreement Number: LA 11045



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

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

June 6, 2024

Shannon & Wilson, Inc.
400 N. 34th St, Suite 100
Seattle, WA 98103

Subject: REVISED - Acceptance FYE 2023 ICR – Cognizant Review

Dear Peter L. Gowell:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 187.54% of direct labor based on the “Cognizant Review” from Washington State Department of Transportation (WSDOT) who accepted the audit performed by BPM, LLP as follows:

- Combined/Corporate: 187.15%
- Facilities Capital Cost of Money (FCCM): 0.39%

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style.

[Schatzie Harvey \(Jun 6, 2024 14:40 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms



**Washington State
Department of Transportation**

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

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

April 16, 2025

Sargent Engineers, Inc
320 Ronlee Lane NW
Olympia, WA 98502

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Molly Cichosz:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 197.81% of direct labor based on the "Independent CPA Report" prepared by Shannon & Associates LLP CPAs. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

A handwritten signature in black ink that reads "Schatzie Harvey".

Schatzie Harvey (Apr 17, 2025 06:06 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Task	Labor Categories	Firm Rate	Gray & Osborne, Inc.									
			\$ 85.00	\$ 75.00	\$ 61.00	\$ 42.00	\$ 41.00			188.44%		Direct Costs for Reimbursables (Mileage, equipment, etc.)
			Principal	Project Manager	Project Engineer	EIT	GIS/CAD Analyst 1	Total Hours	Labor Cost	Overhead	Labor + Overhead	Total by Task
1	Project Management											
2	Survey											
3	Hydraulic Engineering											
4	Geotechnical Engineering											
5	Structural Engineering											
6	Roadway & Utility Engineering											
6.1	Roadway Design			68	140	24	40	272	\$ 16,288	\$ 30,693	\$ 46,981	\$ 250
6.2	Waterline Design			40	120	40	40	240	\$ 13,640	\$ 25,703	\$ 39,343	\$ -
6.3	Utility Coordination Assistance			24	12	0	0	36	\$ 2,532	\$ 4,771	\$ 7,303	\$ -
7	Cultural Resources											
8	Environmental Permitting											
	Total Hours		0	132	272	64	80	548				
	Total Costs								\$ 32,460	\$ 61,168	\$ 93,628	\$ 250
	30% Fixed Fee											\$ 9,738
	Total Cost Plus Fixed Fee											\$ 103,616

Task	Labor Categories	Firm Rate	Peninsula Land Survey LLC									
			\$100.00	\$ 75.00	\$42.00	\$ 56.00	\$45.00	\$ 30.00			120%	Direct Costs for Reimbursables (Mileage, equipment, etc.)
			Principal Surveyor	Survey Project Manager	Billing Admin	Office Technician	Party Chief	Crew Member	Total Hours	Labor Cost	Overhead	Labor + Overhead
1	Project Management											
2	Survey											
2.1	Boundary Survey		2	1	1	8	20	20	52	\$ 2,265	\$ 2,718	\$ 4,983
2.1.1	Right of Way Determination		4		1	4	4	4	17	\$ 966	\$ 1,159	\$ 2,125
2.2	Topographic Mapping								0	\$ -	\$ -	\$ -
2.2.1	Area 1		1	3	2	12	30	30	76	\$ 3,331	\$ 3,997	\$ 7,328
2.2.2	Area 2		1	8	2	32	70	70	183	\$ 7,826	\$ 9,391	\$ 17,217
2.3	Easement Drafting		4		1	32			37	\$ 2,234	\$ 2,681	\$ 4,915
2.4	Post Construction As-built		2	3	2	20	30	30	87	\$ 3,879	\$ 4,655	\$ 8,534
12	Construction Support											
12.1	RFIs and submittal reviews								0	\$ -	\$ -	\$ -
12.2	Site Visits								0	\$ -	\$ -	\$ -
12.3	Record Drawings								0	\$ -	\$ -	\$ -
	Total Hours		14	15	9	108	154	154	452			
	Total Costs									\$ 20,501	\$ 24,601	\$ 45,102
	30% Fixed Fee											\$ 3,004
	Total Cost Plus Fixed Fee											\$ 48,106
												\$ 6,150
												\$ 54,256

Agreement Number: LA 11045



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

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

July 16, 2024

Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, WA 98144

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Melissa Drysdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 188.44% (rate includes 0.31% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jul 17, 2024 06:41 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 2, 2024

Kristy Allinson, Owner
Peninsula Land Survey, LLC
PO Box 1332
Port Orchard, WA 98366-3340

- Re: Peninsula Land Survey, LLC
Safe Harbor Indirect Cost Rate

Dear Kristy:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Peninsula Land Survey, LLC. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 120% of direct labor, and a field rate, where applicable, of 90% of direct labor for Peninsula Land Survey. The Safe Harbor rate is effective on April 2, 2024.

Peninsula Land Survey has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2027. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A **SAFE HARBOR** INDIRECT COST RATE

Firm Name: Peninsula Land Survey LLC

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 120% of direct labor with a field rate, when applicable, of 90% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO Uniform Audit & Accounting Guide*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): Kristy Allinson

*Title: Owner

Date of Certification (mm/dd/yyyy): 04/02/2024

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Bremerton
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Northwest Hydraulic Consultants Inc.

whose address is

12787 Gateway Drive S., Seattle, WA 98168

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: LA 11045

Exhibit G-1(b) Certification of City of Bremerton

I hereby certify that I am the:

- ☒ Mayor
- ☐ Other

of the City of Bremerton _____, and Northwest Hydraulic Consultants, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

2/7/2022

Date

Agreement Number: LA 11045

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Parish Creek Fish Passage Barrier Removal are accurate, complete, and current as of May 16, 2025

**

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Northwest Hydraulic Consultants, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: LA 11045

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$NO CHANGE .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$NO CHANGE .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$N/A .

- ▮ Include all costs, fee increase, premiums.
- ▮ This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- ▮ It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- ▮ It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- ▮ There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- ▮ If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- ▮ If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- ▮ Any correspondence that directed the consultant to perform the additional work;
- ▮ Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- ▮ Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- ▯ Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- ▯ Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- ▯ Explanation to describe what has been instituted to preclude future consultant claim(s); and
- ▯ Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6A

SUBJECT:

Public Hearing and Resolution No. 3399
to adopt the 2026 – 2031 Six Year
Transportation Improvement Program

Study Session Date: June 11, 2025

COUNCIL MEETING Date: June 18, 2025

Department: PW&U Engineering

Presenter: Gunnar Fridriksson

Phone: (360) 473-5758

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

ATTACHMENTS: 1) Resolution No. 3399; 2) 2026 – 2031 Six Year TIP Projects – **UPDATED 6/17/25 AT 3:52 PM**

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

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

RECOMMENDED MOTION:

Move to approve Resolution No. 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.

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

RESOLUTION NO. 3399

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the 2026 – 2031 Six Year Transportation Improvement Program.

WHEREAS, after proper notice, the City Council of the City of Bremerton held a public hearing at the regular meeting of the City Council at 5:00 p.m. on June 18, 2025, to consider public testimony on the City’s proposed 2026 – 2031 Six Year Transportation Improvement Program and, having considered public testimony to the Program and in accordance with the provisions of RCW 35.77.010; NOW THEREFORE,

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

SECTION 1. The 2026 through 2031 Six Year Transportation Improvement Program, set forth in Exhibit “A” attached hereto and herewith filed with the City Clerk, is hereby adopted.

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

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

ERIC YOUNGER,
Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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TRANSPORTATION IMPROVEMENT PROGRAM

2026-2031

		Priority Scoring	2026	2027	2028	2029	2030	2031	Six-Year Period Total
Tier 1 Funded									
TR00066	City Safety Improvement	NA	160,000	160,000	160,000	160,000	160,000	160,000	960,000
TR00068	Signal System Upgrades	NA	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TR00105	City Street Lighting	NA	55,000	35,000	35,000	35,000	35,000	35,000	230,000
TR00139	Streets Preservation and Maintenance Program	NA	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000
TR00142	Signage and Pavement Marking Maintenance	NA	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
TR00143	Sidewalk Program	NA	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000
TR00144	Bridge Inspection and Repair Program	NA	-	20,000	-	20,000	-	20,000	60,000
TR00151	Belfair Valley Road Subgrade Repair & Overlay	39	50,000	50,000	50,000	50,000	50,000	50,000	300,000
TR00159	SR 303 Adaptive Signals (Sheridan to Riddell)	40	1,560,000	-	-	-	-	-	1,560,000
TR00043A	View Ridge Elementary (Almira SRTS) Phase 1	36	1,789,995	-	-	-	-	-	1,789,995
SW00029	Parish Creek Culvert Replacement	25	430,000	2,343,000	-	-	-	-	2,773,000
	Subtotal	Tier 1	\$5,694,995	\$4,258,000	\$1,895,000	\$1,915,000	\$1,895,000	\$1,915,000	\$17,572,995
Tier 2 Partially Funded									
TR00065	Werner Road - Signal Improvements and Widening	78	-	350,000	350,000	8,900,000	-	-	9,600,000
TR00205	11th Street Corridor Design Project	62	810,000	661,550	-	-	-	-	1,471,550
TR00024	6th Street Active Transportation Improvements	61	1,580,000	1,580,000	-	-	-	-	3,160,000
TR00043B	View Ridge Elementary (Almira SRTS) Phase 2	55	780,000	390,000	6,237,000	-	-	-	7,407,000
TR00029	SR 303 Warren Ave Bridge Multimodal Improvements	53	1,000,000	12,000,000	12,000,000	-	-	-	25,000,000
TR00010	Naval Avenue Road Diet	51	1,169,600	7,500,000	-	-	-	-	8,669,600
TR00154	Phinney Bay Retaining Wall and Guardrail Project	30	-	-	-	-	-	-	-
TR00148	Sinclair / Union Intersection Improvements	20	-	250,000	1,000,000	-	-	-	1,250,000
	Subtotal	Tier 2	\$5,339,600	\$22,731,550	\$19,587,000	\$8,900,000	-	-	\$56,558,150
Tier 3 Unfunded									
TR00111	Marine Drive LOS Improvements at Kitsap Way	75	-	-	-	-	-	-	-
TR00071	Burwell Street Adaptive Signals	70	-	-	-	-	-	-	-
TR00206	Kitsap Way (SR 310)/Corbet Dr Intersection Improvements	63	-	-	-	-	-	-	-
TR00150	11th Street Improvements (Kitsap Way to Naval)	56	-	-	-	-	-	-	-
TR00199	Adaptive Signals - Warren Avenue - Burwell to 17th Street	53	-	-	-	-	-	-	-
TR00026	National Avenue Reconstruction - 1st Street to National Avenue	52	-	-	-	-	-	-	-
TR00197	Catalyst School (SRTS)	48	-	-	-	-	-	-	-
TR00053	Riddell Road Sidewalk Improvement (SR 303 to Almira)	47	-	-	-	-	-	-	-



TRANSPORTATION IMPROVEMENT PROGRAM 2026-2031

	Priority Scoring	2026	2027	2028	2029	2030	2031	Six-Year Period Total
TR00108 Active Transportation Facilities Sheridan to Warren Ave Bridge	46	-	-	-	-	-	-	-
TR00198 Mid-block crossings and corridor preliminary design	46	-	-	-	-	-	-	-
TR00161 Pedestrian Connector Under Warren Ave Bridge South	45	-	-	-	-	-	-	-
TR00017 Pine Road Construction	43	-	-	-	-	-	-	-
TR00156 11th Street Preservation (Naval to Warren)	43	-	-	-	-	-	-	-
TR00203 RRFB on Sheridan	43	-	-	-	-	-	-	-
TR00016 Sylvan Reconstruction - SR 303 to Pine Road	42	-	-	-	-	-	-	-
TR00040 Mountain View Middle School (SRTS)	41	-	-	-	-	-	-	-
TR00007 11th Street Corridor Improvement Project (Warren to Pacific)	39	-	-	-	-	-	-	-
TR00056 Matan & Lillian & James Sidewalk Connector	39	-	-	-	-	-	-	-
TR00047 Gorst Sinclair Trail (Planning)	35	-	-	-	-	-	-	-
TR00110 Kitsap Lake Vicinity Ped/Bike Improvements Planning Study	35	-	-	-	-	-	-	-
TR00167 Shared Use Path Sheridan to Sylvan	35	-	-	-	-	-	-	-
TR00022 Improve Shorewood Drive through the NAD Park to Jackson Park	34	-	-	-	-	-	-	-
TR00202 Clare Street Improvements	34	-	-	-	-	-	-	-
TR00201 Enhance Callow Avenue Streetscape	22	-	-	-	-	-	-	-
TR00214 N. Wycoff Reconstruction - 24th to 26th Streets	17	-	-	-	-	-	-	-
TR00155 12th Street Reconstruction (Warren/Elizabeth)	16	-	-	-	-	-	-	-
TR00213 Wayfinding Implementation Phase II	11	-	-	-	-	-	-	-
Subtotal Tier 3		-	-	-	-	-	-	-
Grand Total		\$11,034,595	\$26,989,550	\$21,482,000	\$10,815,000	\$1,895,000	\$1,915,000	\$74,131,145

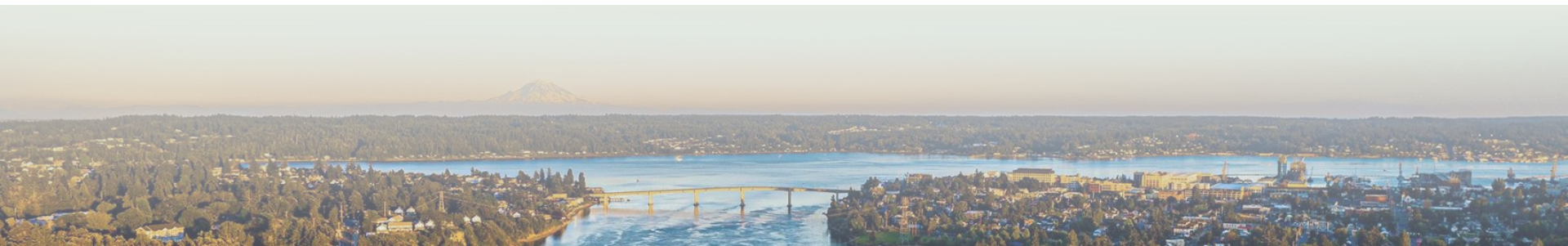


Transportation Improvement Program 2026-2031

Update Report

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

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



Changes to this year's plan:

Tier 1:

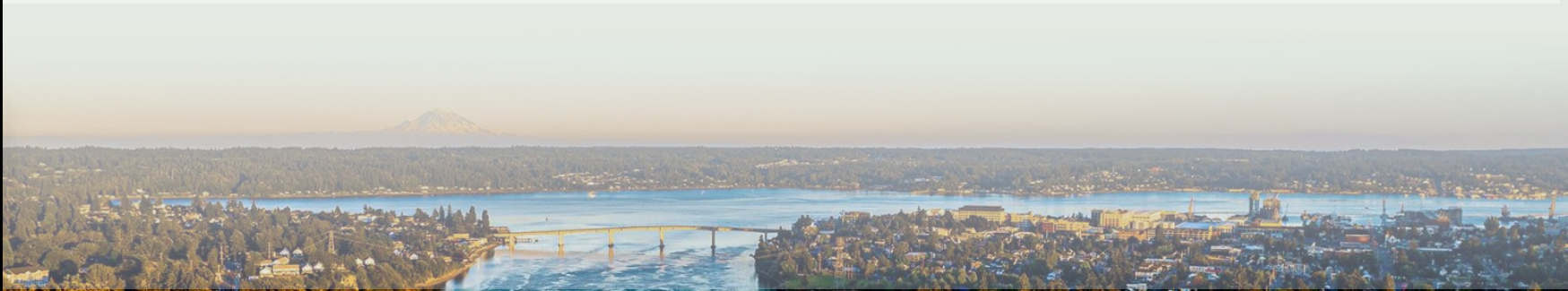
- ***Moved Parish Creek Culvert Replacement from Tier 2 as it is now fully funded.***

Tier 2:

- ***Moved 11th Street Corridor Design Project from Tier 3 as it is partially funded.***

Tier 3:

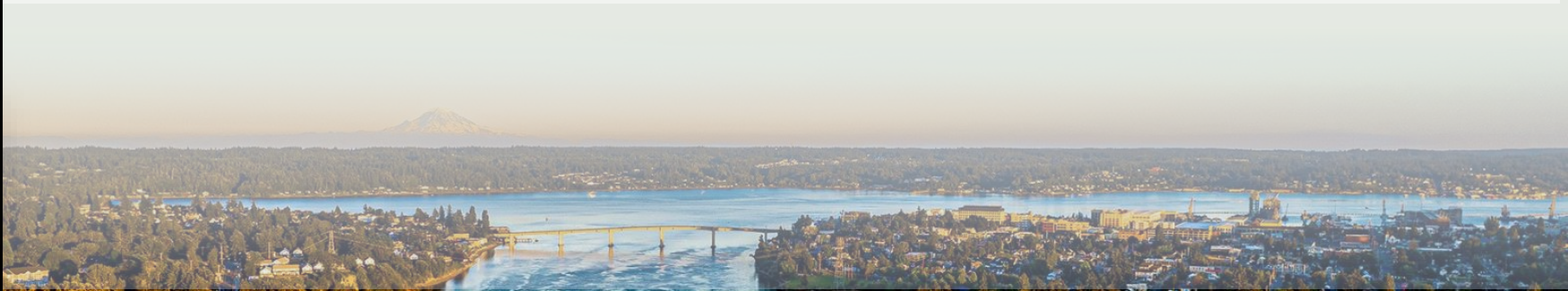
- ***Added Marine Drive LOS Improvements at Kitsap Way as an identified concurrency project.***
- ***Added Kitsap Way(SR 310)/Corbet Drive Intersection Improvements as an identified concurrency project.***
- ***Ranked and added Pine Road Construction.***



Changes to this year's plan:

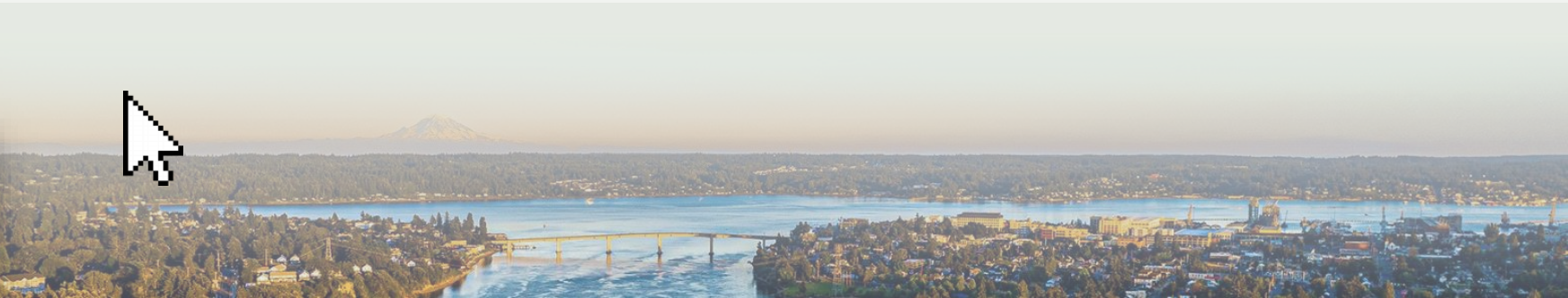
Tier 3: (continued)

- *Ranked and added N. Wycoff Reconstruction – 24th to 26th Streets.*
- *Ranked and added Wayfinding Implementation Phase II at the request of Admin. This project will incorporate the Charleston Area Wayfinding and Bridge to Bridge Trail Wayfinding Projects which were on the list.*
- *Removed North/South Corridor Bike/Ped Backbone Improvements as the project limits are unclear and it appears to be redundant to other projects.*
- *Removed E. Bremerton Shared Use Path as it is redundant to other projects.*



Steps for next year:

- *Staff are currently working on a standardized project summary sheet that will be used for all CIP and TIP projects.*
- *Score and prioritize projects in Tier 4.*
- *Evaluate and rank projects from the Active Transportation Plan and updated ADA Transition Plan for inclusion on next year's TIP.*



**Published for
June 18
Council Meeting**

**Comments
Item 6A**

From: Travis Merrigan <bikebremerton@gmail.com>
Sent: Tuesday, June 17, 2025 2:37 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Comments on Transportation Improvement Program list

City Council,

I'm concerned with the 'Priority Scoring' on the TIP list. It appears that the scoring rates road capacity projects much higher than any other type of transportation project.

I coded the projects in Green as road capacity, and Blue as multimodal safety. As you can see in the 'Partially Funded' list, the road capacity projects on Werner and 11th were scored significantly higher than the safety projects on 6th and Almira.

TRANSPORTATION IMPROVEMENT 2026-2031				
		Priority Scoring	2026	2
Tier 1 Funded				
TR00066	City Safety Improvement	NA	160,000	1
TR00068	Signal System Upgrades	NA	100,000	1
TR00105	City Street Lighting	NA	55,000	
TR00139	Streets Preservation and Maintenance Program	NA	750,000	7
TR00142	Signage and Pavement Marking Maintenance	NA	300,000	3
TR00143	Sidewalk Program	NA	500,000	5
TR00144	Bridge Inspection and Repair Program	NA	-	
TR00151	Bellair Valley Road Subgrade Repair & Overlay	39	50,000	
TR00159	SR 303 Adaptive Signals (Sheridan to Riddell)	40	1,560,000	
TR00043A	View Ridge Elementary (Almira SRTS) Phase 1	36	1,789,995	
SW00029	Parish Creek Culvert Replacement	25	430,000	2.3
Subtotal Tier 1			\$5,694,995	\$4.2
Tier 2 Partially Funded				
TR00065	Werner Road - Signal Improvements and Widening	78	-	3
TR00205	11th Street Corridor Design Project	62	810,000	6
TR00024	8th Street Active Transportation Improvements	61	1,580,000	1.5
TR00043B	View Ridge Elementary (Almira SRTS) Phase 2	55	780,000	3
TR00029	SR 303 Warren Ave Bridge Multimodal Improvements	53	1,000,000	12.0
TR00010	Naval Avenue Road Diet	51	1,169,600	7.5
TR00154	Phinney Bay Retaining Wall and Guardrail Project	30		
TR00148	Sinclair / Union Intersection Improvements	20		2
Subtotal Tier 2			\$5,335,000	\$22.7

The 'Unfunded' list is even starker. The top 6 projects are all road capacity. The Catalyst School SRTS (48 points) was 56% lower priority than the Kitsap/Marine Drive roundabout (75 score)? Whose priority is that? How were these scores assigned?

Tier 3 Unfunded				
TR00111	Marine Drive CD Improvements at Kitsap Hwy	75	-	
TR00072	Burnell Street Adaptive Signals	70	-	
TR00026	Kitsap Way (SR 310) Corridor Intersection Improvements	63	-	
TR00109	11th Street Improvements (Kitsap Way to Naval)	56	-	
TR00130	Adaptive Signals - Werner Avenue - Riddell to 11th Street	53	-	
TR00022	National Avenue Reconstruction - 8th Street to National Avenue	52	-	
TR00197	Catalyst School (SRTS)	48	-	
TR00054	Robert Road Sidewalk Improvement (SR 303 to Almira)	47	-	

6/9/2025

TRANSPORTATION IMPROVEMENT PR 2026-2031				
		Priority Scoring	2026	2027
TR00108	Active Transportation Facilities Sheridan to Warren Ave Bridge	46	-	
TR00146	SR060 crossings and minor preliminary design	46	-	
TR00141	Pedestrian Connection under Warren Ave Bridge South	45	-	
TR00017	Pratt Road Construction	43	-	
TR00156	11th Street Reconstruction (Desert to Werner)	43	-	
TR00089	SR040 Intersection	43	-	
TR00014	Sheridan Reconstruction - SR 303 to Pratt Road	42	-	
TR01040	Mountain View Middle School (SRTS)	41	-	
TR00007	11th Street Corridor Improvement Project (Kitsap to Pacific)	39	-	
TR00044	Marion & Oliver & Barnes Sidewalk Connection	39	-	
TR00044	Grant Street Trail/Plaza	35	-	
TR00110	Kitsap Lake Vicinity Ped/Bike Improvements Planning Study	35	-	
TR00022	Improve Shinnwood Drive through the NAD Park to Jackson Park	34	-	
TR00020	Corn Street Improvements	34	-	
TR00021	Estimote Cultural Avenue Intersection	22	-	
TR00024	N. Wycoff Reconstruction - 24th to 16th Streets	17	-	
TR00025	24th Street Reconstruction (Warren/Clatsop)	16	-	
TR00213	Wayfinding Implementation Phase II	13	-	

Obviously a priority score is more than a beauty contest. It will determine which projects the City will seek funding for in future rounds. Seems like the Administration has its foot on the scale for road capacity projects.

I'd like to see some transparency around the scores. Make sure the Mayor's priority matches the people's priority.

Thank you,

Travis Merrigan
Bremerton

From: dianne iverson <diverson1950@gmail.com>
Sent: Friday, June 20, 2025 4:56 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: TIP list and Jarsted Park to Kitsap Lake Trail



Bremerton Council President Younger and Bremerton City Council members,

I am Dianne Iverson, a resident of city council district 7. I am here tonight to support improvements to our multi-modal infrastructure here in Bremerton. Our city and county is a dangerous place to walk, to bike and to use a wheelchair. We can do so much better. Our TIP project list is an important document. I have many ideas on how to improve the process for getting projects on the TIP list, but tonight I will just focus on the project list, not the process.

I strongly support the Jarsted Park to Kitsap Lake Trail. This future 3.1 mile trail is a collaboration with Kitsap County and Ueland Tree Farm. In 2016, a feasibility study was funded and a trail route recommended. Ueland Tree Farm, Kitsap County, and the City of Bremerton facilitated and funded this feasibility study. This proposed trail has been in the non-motorized plan since 2007. It is a trail supported by residents of our community. West Sound Cycling Club has collected 1700 signatures from local residents who want to see this trail be built, not just in a plan to be built.

Kitsap County Emergency Management has notified the city of the county's support for this 3.1 mile trail. I am excited to see the County's enthusiasm for this project. So, Why would Emergency Management weigh in on a paved trail in this location? This paved trail will improve access for First Responders who need to get from Bremerton Airport to the

north part of the county during an emergency. It provides a specific need that all of us can appreciate.

There is no safe connection between Gorst and Bremerton for cyclists, whether they are commuting or recreating. This proposed trail offers a viable solution. If you've ever been crazy enough to ride SR 3 to Gorst from Bremerton on a bike, you know what I mean. It is dangerous.

As a resident of Bremerton I want this trail to be a win win proposition. I want a safe place for all ages and abilities to walk, bike or roll on this 3.1 mile paved trail. I want first responders to be able to access Bremerton and all points north in case of an emergency. And, I want our watershed to be protected. With strong political leadership, and an attitude of problem solving important issues, I know this trail can be completed.

It's been almost 20 years since this was proposed. Let's not make it 20 more years.

Thank you council for supporting this project. Your support is keeping this dream alive. Our kids and families deserve a safe place to walk, bike and roll. This trail will do just that.

Dianne Iverson

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

7A

SUBJECT: Resolution No. 3400
to provide guidance to the Lodging Tax
Advisory Committee for 2027 Funding
Priorities

Study Session Date:	<u>June 11, 2025</u>
COUNCIL MEETING Date:	<u>June 18, 2025</u>
Department:	<u>City Council</u>
Presenter:	<u>Council President</u>
Phone:	<u>(360) 473-5280</u>

SUMMARY: 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 that funding cycle.

ATTACHMENTS: 1) Draft Resolution; 2) City of Bremerton LTAC Transition Study by Westbrook | Main, LLC; 3) San Juan County Destination Marketing Organization Request for Proposals; and 4) Gig Harbor for Destination Marketing Organization Grant Application

FISCAL IMPACTS (Include Budgeted Amount): N/A

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

RECOMMENDED MOTION:

Move to pass Resolution No. 3400, providing guidance to the Lodging Tax Advisory Committee regarding 2027 Funding Priorities.

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

RESOLUTION NO. 3400

A RESOLUTION of the City Council of the City of Bremerton, Washington to provide guidance to the Lodging Tax Advisory Committee as to the City's desired allocation of lodging tax proceeds beginning in 2027.

WHEREAS, the City of Bremerton currently levies a lodging tax pursuant to RCW 67.28, proceeds of which, pursuant to BMC 3.64, are placed in a special fund to be used solely for the purpose of paying for tourism promotion, acquisition, or operation of tourism-related facilities; and

WHEREAS, in 2024 the City of Bremerton engaged Westbrook/Main, LLC to study the use and efficacy of distribution of Lodging Tax dollars within the City of Bremerton; and

WHEREAS, the City Council of the City of Bremerton has considered the recommendations in the attached Westbrook/Main, LLC 2024 LTAC Transition Study Report (the "Westbrook/Main Report") and desires to act on several recommendations and shift the City's approach to allocating lodging tax proceeds in order to ensure more efficient and effective funding of tourism promotion and tourism operations within the City of Bremerton; NOW THEREFORE,

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

SECTION 1. The City Council requests the Lodging Tax Advisory Committee prioritize the following items from the Westbrook/Main Report in its 2027 funding recommendations:

- A.) 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, and
- B.) 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.

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

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

PASSED by the City Council of the City of Bremerton, Washington this _____
day of _____, 2025.

ERIC YOUNGER, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

City of Bremerton LTAC Transition Study

Final Report

July 25, 2024

Westbrook | Main, LLC



The City of Bremerton engaged Westbrook/Main, LLC to study the use and efficacy of distribution of Lodging Tax dollars within the City of Bremerton.

Executive Summary

ROI

As is the case in most consulting engagements of this nature, unanticipated factors come forward in the execution of the discovery process. Reviewing the current LTAC process showed considerable efforts have been made over the past few years to objectively assess the value of each award and its ROI to the City. Unfortunately, however, how ROI was measured and the data on which it was calculated is suspect at best, or potentially erroneous as will be shown in the body of this report.

It is recommended that appropriate LTAC dollars be allocated to quality data sourcing and analysis for accurate assessment of ROI.

Operation/Costs

In our review of the city's LTAC dollars administration, the process seemed complex and therefore costly to the city.

Westbrook/Main recommends one or both of the following options:

1. Re-engineer the current process and automate it to the extent possible. This would take additional effort and guidance but could utilize the city's existing technology. This effort should result in a streamlined process, lower operational costs, and a more efficient grant allocation process.
2. Outsource the reporting on and managing of the LTAC committee. This would require a business plan and objectives on which the outsource organization can execute and be measured.

Business Plan

At present, specific goals and objectives for Bremerton tourism are not codified. This lack of clarity in goals and objectives is a critical missing link. This report provides our recommendations for steps and approaches to consider for Bremerton tourism, which are predicated on a thoughtful and cogent business plan.

Westbrook/Main recommends LTAC resources be allocated to development of the City's plan for tourism. This action will benefit not only the organizations contributing to the LTAC fund, but ensure Bremerton's brand, vision & objectives are clearer to all involved in the marketing of tourism to the city.

Infrastructure

The lack of available guest rooms within walking distance of KCC, despite VKP & KCC's sales efforts, remains a barrier to substantive growth in multi-night conferences. The downtown/waterfront events that the LTAC currently fund is admirable, and do draw visitors, but appear not to benefit all the City's hotels given their downtown location.

The organization and structure required for effective tourism promotion and support is currently a bit scattershot – now is the time to develop the necessary building blocks for solid tourism planning and management, as well as consider investment in an asset that could create a new market for tourism.



Discovery process/Interviews

Westbrook/Main interviewed dozens of individuals from the area who are involved with or part of the decision making and dispersing of Lodging Taxes. These individuals included LTAC committee members, DMO, PFD, Chamber leadership, City Managers and Bremerton hoteliers. Each was asked the following questions and assured anonymity. While considerable thoughts were raised, what became clear, as the above word cloud points out, is the imminent need for a tourism plan for Bremerton.

THE QUESTIONS AND GENERAL INPUT

Question 1: What is Bremerton's current tourism goal(s)?

Each person spoken with had no clear understanding of the city's tourism goals. Comments ranged from “there aren’t any” to “nothing published.” There was general understanding by each participant of the objectives of LTAC; aka to promote Bremerton as a place to come & spend your money, however each participant stated there currently are no specific goals as far as they were aware.

Conclusion to question #1: *The City of Bremerton needs a tourism plan.*

Question 2: Do you believe tourism is important to the City of Bremerton? Why or why not?

Tourism is, according to all, important to Bremerton. The participants mentioned how responsive the city staff are and how they do their best to help answer questions and guide LTAC awardees if they are confused or unsure

of the process. When asked specifically what actions the city does that makes them believe tourism is important to Bremerton, the overarching answer was the distribution of LTAC dollars.

Conclusion to question #2: *Without clear goals and objectives, accurate measurement of results, desired outcomes are dubious. A tourism plan that lays out monthly or quarterly results, benchmarked against expectations, will more readily show outcomes that can point to exactly what Bremerton is doing for tourism and objectively validate its importance to the city.*

Question 3: Which entity do you believe is accountable for driving the visitors/tourists to the City of Bremerton?

Does that entity currently exist?

If it does exist, what data is used to determine efficacy of outcome?

The majority of those we spoke with believed it should be a local organization that can create a plan and execute the goals. Asked more broadly whether that entity exists, most said yes; but did not necessarily agree which of the existing entities is best suited to be fully accountable. The clear message, however, was the desire for a specific plan, against which success can be measured. Answers to how best to create that plan and administer it centered around “keeping it local and in Bremerton.”

Conclusion to question #3: *Bremerton needs to appoint a department within the city or via RFP, outsource for a tourism business plan for the City of Bremerton.*

Question 4: How is City of Bremerton Tourism presently promoted?

General understanding centered around the advertising of Bremerton through VKP and Greater Kitsap Chamber. Also, the festivals and events promote the city given the location of their events – “that’s at least what they’re supposed to do – it’s why they’re given the LTAC dollars.” Additional responses spoke to having no clear brand for Bremerton, so only advertising the events or festivals have visibility. Representing the Bremerton “brand” or why you would want to come, spend time and money here remains opaque.

“Seems there is more emphasis regionally on Kitsap and the City crosses it’s fingers and hopes we get visitors.”

“The isn’t even a Bremerton website – it’s part of the city website and sort of looks like an afterthought”

“It’s a variety of formats but nothing really planned out; it looks like DBA is doing most of the social postings which is good, but should we only be promoting downtown?”

Conclusion to question #4: *To accurately represent itself, Bremerton needs a Bremerton marketing plan that aligns to its business plan.*

Question 5: Are there any other municipalities similar in size to Bremerton that you believe are "doing it correctly" when it comes to LTAC collection, use of funds, promoting their destination, other?

The Washington cities Issaquah, Gig Harbor and Vancouver, as well as Coeur d’Alene, Idaho were noted.

Conclusion to question #5: *We obtained information from Issaquah and Gig Harbor (Vancouver has four times the population of Bremerton so is not included as an appropriate comparison and given Coeur d'Alene is in Idaho and under a different promotion and funding budget, it too, was not considered). You will find the insights garnered from these locales noted in various portions of this report.*

Question 6: Does the City currently have the facilities and accommodation it needs to attract visitors to our area?

There was a prominent level of input with a variety of thoughts. The italicized text is the inputs provided during our interactions. In hopes of pulling clarity from these interactions, we have noted our conclusion to the input.

▫ **Question 6 Conclusion #1: More downtown guest rooms**

"Yes and no; reality is the conference center is too small; there are not enough hotel rooms to bring the type of multi-night events to Bremerton that we need."

"I've tried to book events at KCC but there aren't enough rooms for some of the associations I belong to since folks don't want to be that spread out"

▫ **Question 6 Conclusion #2: Facilities supported by LTAC should offer a local's discount**

"Some of the not-for-profit organizations could use places like The Admiral but it is too expensive after all the "nickel and diming" for A/V, lights, etc. which seems odd since it is funded by tax dollars"

"Would really like to know what room nights or revenue The Admiral brings in – I don't think we use that place as much as we could or should."

"We need to be more small business minded or local business minded with the places that are funded by LTAC"

▫ **Question 6 Conclusion #3: Create a livelier downtown; redefine what there is to do there day or night**

"We need to focus on street life – particularly in the downtown core; there isn't anything for folks to do after a certain time of the day/night."

"Our parking situation isn't as bad as people claim – maybe find a way to report out where parking is open like you see in other cities and overcome the stigma that isn't actually real."

"Word is out there that there isn't enough to do in downtown Bremerton."

"Cannot wait for Quincy Square to open; that really should help us know where to focus."

"The homeless aren't as bad as some places, but it was pretty bad there for a while."

▫ **Question 6 Conclusion #4: A staffed place for visitors to go to get answers**

"We need a tourist hub - a place to send people if they have questions"

"It should be located where the traffic is – there is no waterfront visitor center, just brochures at the terminal"

“Isn’t there supposed to be a visitor center opening up soon, I’ve only heard rumors – we really need it to be in an obvious location”

- **Question 6 Conclusion #5: Shift focus from downtown for events/festivals - consider other types of tourism investment**

“Our focus is always the downtown or waterfront areas can’t we focus on improving the Fairgrounds or create a sports complex out of Pendergast – that would help the entire City, not just downtown.”

Question 7: Does the City of Bremerton use any other metrics to track progress of funds issued outside of the LTAC forms collected post the event?

The overwhelming response from those not on the LTAC committee was “no, not that they have seen,” however the DMO and Chamber conversations mentioned the reporting company, Datafy. Visit Kitsap currently uses this platform for broader data insights. The platform’s software also has consumer and lodging insights that could provide more data centric insights. Given budget limitations, VKP only subscribes to the level that provides broader data insights.

Conclusion to question #7: *Given JLARC is a requirement by the state, the reporting that has been asked of awardees needs to remain, however, a data platform that can be used to qualify the details provided by awardees should be a requirement (funded by LTAC) of a receiving awardee/organization or a department within the city that oversees LTAC administration. These findings should be reported to tourism stakeholders regularly (quarterly, bi-annually, annually).*

Question 8: What are the top three items you would like to see changed or augmented with LTAC?

Topics raised by participants	2-3x	3-5x	6+
Prove number of guest rooms used, after all this is what funds LTAC, if it cannot return room nights it should not be funded.		X	
Develop “agreed upon” data process to be used by all awardees to account for actual ROI and support the estimates with real data.			X
Online inputting forms and reporting; print out and send in current process for reimbursement is clunky; asks for info that cannot be answered – i.e., costs need reimbursing prior to an event.		X	
Multiple-year awards for events, particularly after the first year of proven success.	X		
Create a Visit Bremerton, build the infrastructure to oversee and support Bremerton Tourism, build a better coalition for tourism, promote Tourism in Bremerton not just the events & festivals, form a better coalition of who is doing what; a good deal of effort is duplicated with these dollars.			X
Stop supporting small festivals that don’t drive room nights; stop “sprinkling the money”, fewer recipients – real investment – published expectations.			X
Follow up on recommendations from audit and this consult.	X		

Other comments/topics of note
Minimize the frivolous applications via better vetting; if the application can't be completed, it isn't up for consideration.
Maintain the current process.
The council member chair should impart rules only; minimal discussion, limit input.
Add a community chair member to voice insights – non-political, non-voting – their scope would be providing insight with an outsider's view.
<p>Ensure those new(er) to the LTAC process are clear on the RCW that guides the LTAC process.</p> <ol style="list-style-type: none"> 1. Hold a brief virtual meeting or send out a recording of the RCW so all applicants are fully informed of required guidelines within the code. 2. Provide "sample presentations" to help guide those that may be new(er) to the application process and better prepare them for the presentation. 3. Allow questions from others attending the presentation or at least allow them to present questions to the LTAC members for consideration.
Establish the expectation for return. Is 1 to 1 acceptable? How do you prove out the value of the dollars "on the whole"? So, if our organization gets 15% of the pie (all the dollars given out) but provides 40% of the ROI, shouldn't that account for more the following year?

Conclusion to question #8: *A Business plan is not a panacea for all that ails the LTAC process, we say this given we have mentioned it several times before, however, when developed effectively it will define the objectives for tourism in Bremerton and clarify benchmarks for successes (and failures requiring pivots) in terms that are specific, measurable, achievable, realistic, and timely (SMART). The items in the overview, particularly those noted by a good portion of the participants (6+), should be in the Tourism plan. The progress in reaching those objectives can then be reported to stakeholders in an agreed upon cadence (monthly, quarterly, bi-annually).*

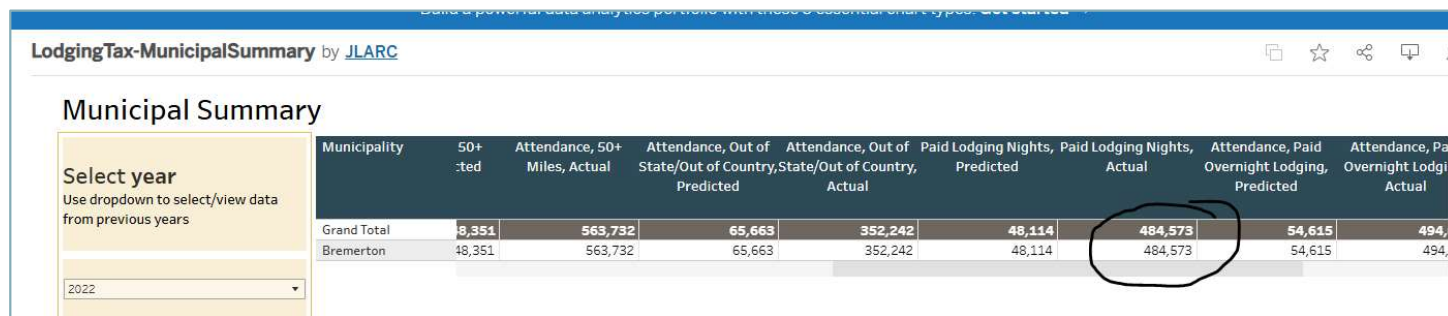
Question 9: From your perspective, what is the most important use for the LTAC dollars collected?

There was little disagreement here; all parties mentioned promotion of tourism. Additional insights noted the need for better infrastructure and support of tourism. Visitor hub and Wayfinding were also mentioned. When specifically addressing the question of outreach and promotion of Bremerton, the majority commented that Bremerton really has no brand or if there is one, it is just made up by whoever is doing the promotion of their event or just "plugging in a logo and a photo."

Conclusion to question #9: *Bremerton needs a Visit Bremerton or a tourism department within the City; a locally sourced body focused on tourism promotion, sales, and service to tourists by the city of Bremerton, for the city of Bremerton. This body can provide much-needed insight into the efficacy of the LTAC spend, as well as serve as facilitator of and initiator for all that tourism and visitors need. Outreach, brand development, grant requests, website creation, content creation and upkeep, Visitor Center(s) oversight, serve as point person for fam tours (familiarization tours), and most vitally serving as the catalyst to Bremerton tourism organizations, events, festivals & attractions coming together under one plan, vision, and focus.*

ROI

The forms filled out by the awardee and provided back to the LTAC contract administrator at the City seem to primarily be estimating the numbers that the event/festival or attraction realizes. Proving what percent are staying overnight, who are from 50+ miles away and which are out of state or country (data JLARC requests) is purely speculative given the numbers provided are derived from these estimates. As we investigated past reports, the 2022 data reported to JLARC suggests 484,573 room nights were realized, outpacing by almost 85% the 272,290 available hotel rooms in the City of Bremerton. Certainly, Airbnb, VRBO are not in this total hotel number, but it seems clear to us that this information of paid lodging rooms is erroneous.



Municipality	50+ ted	Attendance, 50+ Miles, Actual	Attendance, Out of State/Out of Country, Predicted	Attendance, Out of State/Out of Country, Actual	Paid Lodging Nights, Predicted	Paid Lodging Nights, Actual	Attendance, Paid Overnight Lodging, Predicted	Attendance, Pa Overnight Lodgi Actual
Grand Total	8,351	563,732	65,663	352,242	48,114	484,573	54,615	494,573
Bremerton	48,351	563,732	65,663	352,242	48,114	484,573	54,615	494,573

Additionally, the 2023 information from one awardee estimates 69,993 overnight paid rooms which amounts to 30% of the overall annual city occupancy. Given the organization, this figure is highly suspect. What these two key issues point to is the need for more solid oversight of these reports by a department or organization familiar with tourism, accommodations, and its impact. These numbers may be correct, but not having any supporting documentation that explains these anomalies leads to questions and concerns about the validity of the information and subsequently about the value and return on investment of LTAC.

Data, particularly in the 21st century, is critical. Westbrook/Main recommends using a reporting system(s) that can gather robust data throughout the year to provide credible insights into the fiscal impact of events and festivals, as well as properly track and reveal travel trends for Bremerton.

Software systems such as [Datafy](#) can track credit card receipts within noted periods, adding substantive validation to the annual JLARC recaps. Datafy can include lodging updates, but it is, as far as we have discovered, simply pulling in the information from Smith Travel Research. Should you prefer separate systems, we propose you obtain a subscription to Smith Travel Research [hotel occupancy reports](#). This report provides hotel occupancy data within your selected area. This STR report would also provide insight the LTAC committee could use to assist in determining when the city hotels need business.

In addition to the above, there are other businesses that can provide deeper understanding of travel and spending trends for municipalities. Companies such as [Dean Runyan](#) could be secured to capture data specific to your city limits. The following page provides a sample of the data they provide in this report.

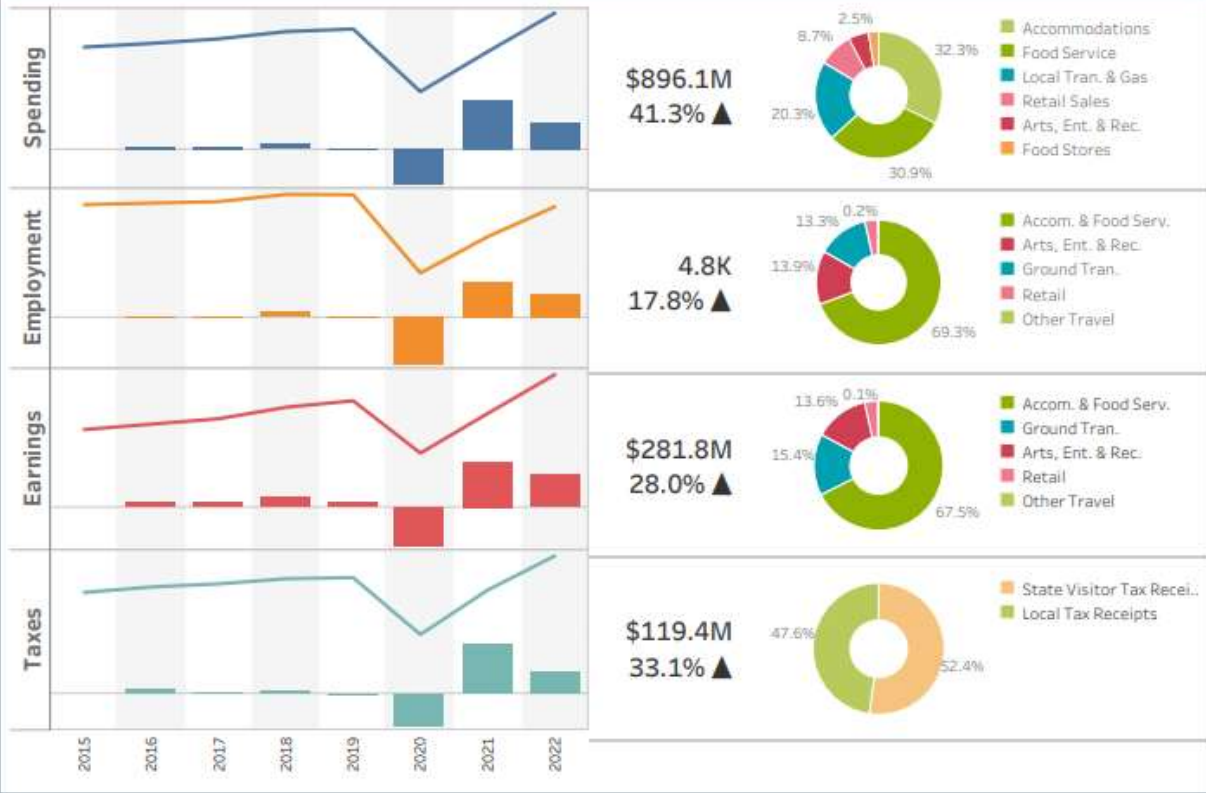
Seattle Southside TRAVEL RESEARCH DASHBOARD

[More Metrics](#)

TRAVEL IMPACTS

Actual and Year-Over-Year Change (%)

Year: 2022



Dean Runyan also provides onsite (days of) examination of events or festivals to extrapolate the impact to LTAC dollars and monetary impact to the City. Further insight to their process is available [here](#).

DMO's (destination marketing organizations) receive reports via the [State of Washington Tourism](#). Several reports are available but in most cases the information is lumped either into county information or regional. This 5-year lodging information was extrapolated from the county report. While other fiscal impacts were noted in the full report, this spreadsheet is a simple lodging recap for Kitsap County given lodging is what impacts the LTAC fund.

Kitsap County		
	Lodging	YOY growth
2019	\$ 72,200,000	
2020	\$ 57,200,000	-20.8%
2021	\$ 79,100,000	38.3%
2022	\$ 95,400,000	20.6%
2023	\$ 102,100,000	7.0%

Snippet of regional report provided by the State of Washington Tourism department.

Peninsulas



Top Visitation Markets (DMA)

1. Portland
2. Los Angeles
3. Phoenix
4. San Francisco
5. Sacramento



Top Spending Markets

1. Portland
2. Chicago
3. Los Angeles
4. San Francisco
5. San Diego



Average Length of Stay

2.9 Days



Most Visited Months

Primary: July, June

Secondary: May, January



Top Visited Counties

1. Kitsap County
2. Clallam County
3. Jefferson County
4. Mason County



Total Trips Estimate

1.79 Million



Household Demographics

- Top age group: 45-64
- Top Income Level: \$0-50k
- Top Household Group: 1-2



© Datafy - All Rights Reserved

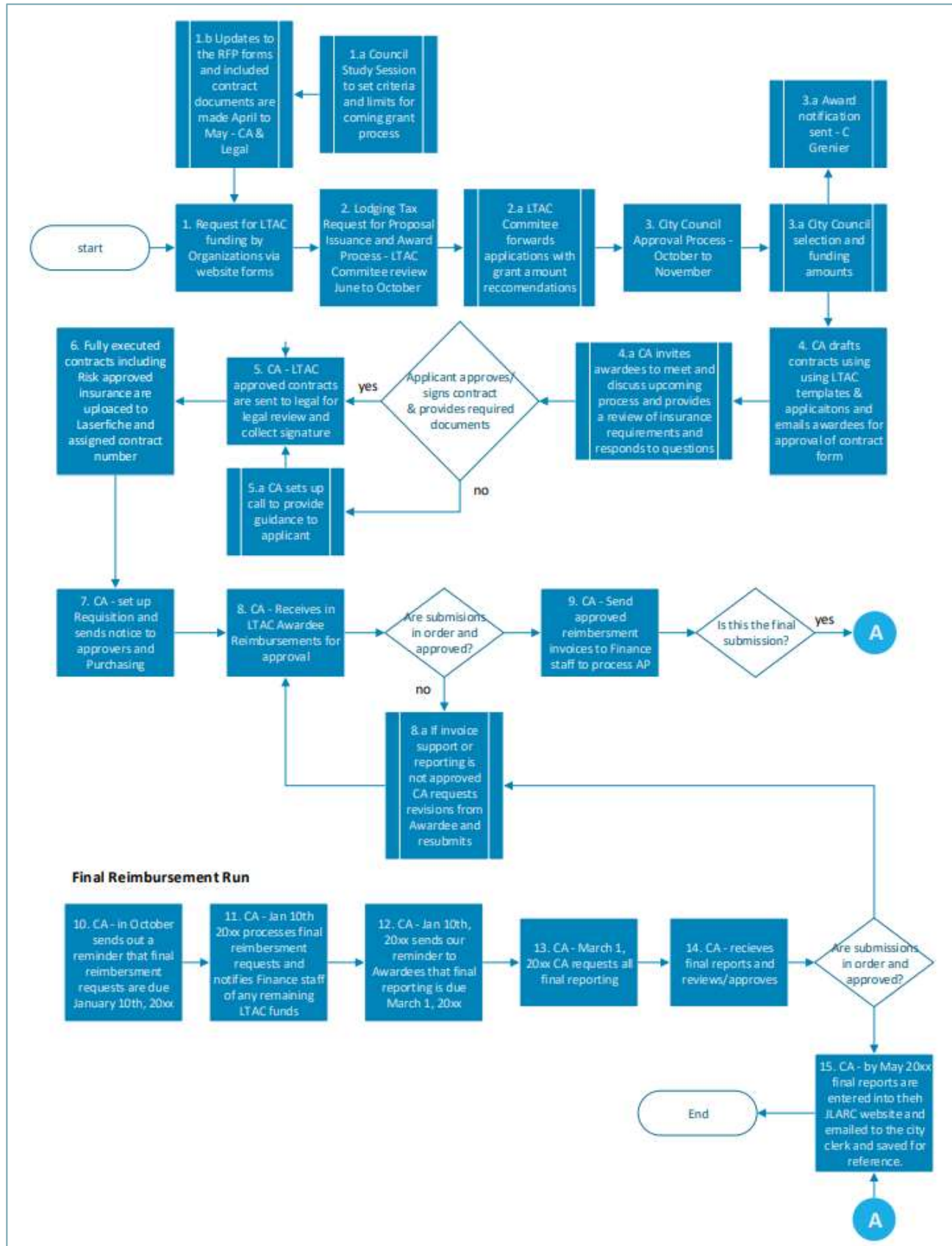
These estimates are generated from a statistical model which has been trained using historical behavior. The results are based on an observed sample of devices that met the specified filter settings.

These data insights would be possible for just Bremerton with effective data gathering via the software system we proposed. This data would not only provide insights into the LTAC events, but it would also create keen understandings for marketing and sales outreach to the organization awarded the responsibility for leading Visit Bremerton.

It is worthwhile to note that the 2023 Kitsap County Lodging surpassed 2019 levels by 41%. While this may not encompass only the Bremerton growth, it is an admirable outcome worth noting and points to effective progress in getting back to pre-pandemic levels.

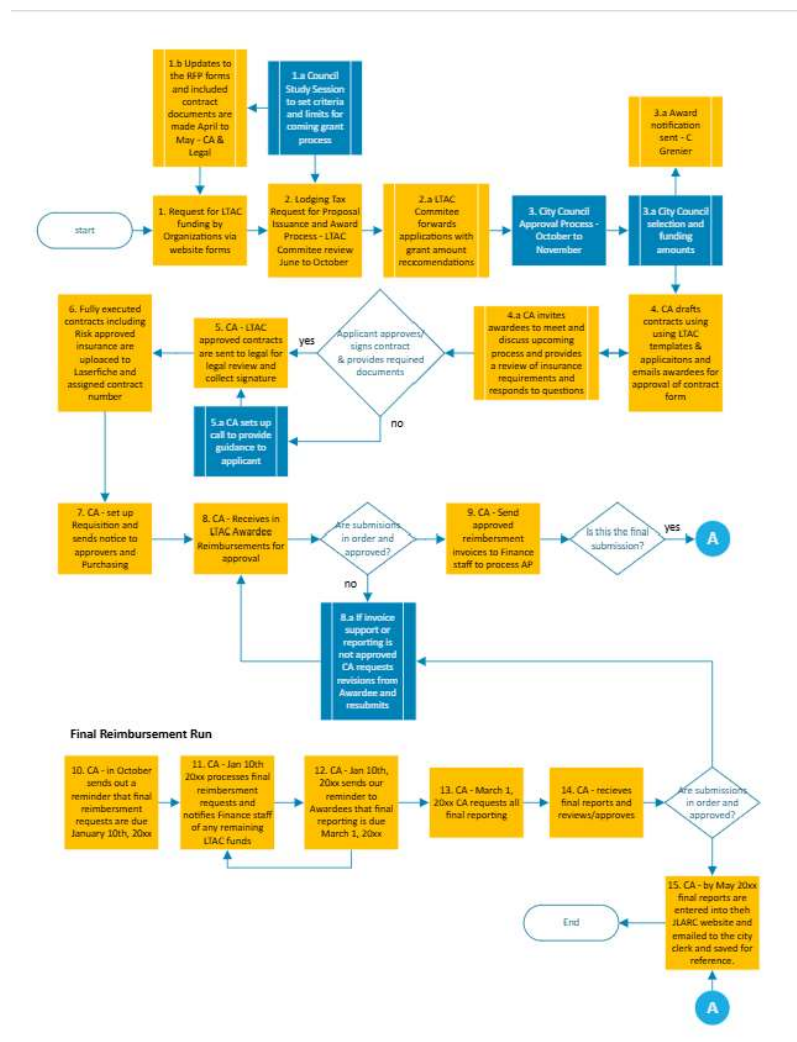
Operation/Costs

Current workflow of LTAC administration



After meeting with Melinda and Christine and gaining insight from conversations with other departments, we determined the oversight of and management for LTAC by the City exceeds two hundred hours (25 days) annually. This does not include any meetings for LTAC or follow-up to awardees, rather it is our estimation of the time taken to manage the process. From the City Attorney's office, Legislative/Audit assistant, Contract Administrator, and the City's Finance Team it is clear the City intermittently expends staff time and effort overseeing this process throughout the year.

Westbrook/Main recommends that this process be mapped in detail and reengineered for efficiency, and to facilitate automation to the extent possible. With proper workflow engineering, much could be streamlined and managed with the existing software tools available to the city or almost any organization. Those areas of the current workflow that could be streamlined are in orange in the diagram below.



Additionally, we recommend the city charge LTAC an administration fee equal to \$15,000 *(\$75 an hour cost to city) or shift the administration of LTAC to an awardee/organization, providing funding commensurate to the value of what the city is already expending.

Business Plan - Bremerton's tourism initiatives

All board leaders and stakeholders see tourism as a vital aspect of the city; however, the expectations, or goals for the city within the tourism or travel arena are vague or unknown by its stakeholders. Investigating further, the city website makes no mention (specifically) of the importance of tourism, how it is impacting the overall economy and more vitally what initiatives are being employed to increase the visitors to Bremerton while keeping sustainable practices in mind.

Marketing of tourism specifically for Bremerton is needed. Having Discover Bremerton as part of the city's general website conveys a mixed message of the prominence of tourism to the city. Any city determined to define its own brand should have its own e-commerce platform and social presence. Additionally, it should have a detailed action plan outlining goals, initiatives and expected fiscal impact on the city. Effective plans should also include a 5-year outlook that is updated annually. Whether this belongs to a specific department within the city or can be, much like the administration of LTAC, outsourced via an RFP (request for proposal), allocating dollars without a clear objective for tourism in Bremerton is, in our opinion, the missing component that would align the various organizations under one vision and focus. Regardless of which entity develops it, a monthly or quarterly cadence that reports outcomes against stated goals and objectives is needed.

Infrastructure

There are key tourism components the City of Bremerton should pursue. These items, as well as the estimated costs and/or approach to consider follow.

Create a "Visit Bremerton" DMO

The time is now. Bremerton has been outsourcing tourism marketing and management to a variety of entities over the last decade or two. With the growth in both population and attractions, Bremerton is positioned to define what it wants from tourists, how best to manage the impact tourism has on its community and develop its own plan. It is our belief that this can be achieved by using current agencies within the Bremerton city limits and adding the expectations of a DMO, Visit Bremerton, to their accountability. We would also propose the award be for multiple years as any organization cannot effectively plan outcomes with just a 12-month window. An RFP sample that Gig Harbor used when they determined outsourcing was the path they would pursue is attached.

Visitor Center(s)

A staffed Visitor Center(s) is a critical component for any City wishing to be considered a tourist destination. Based on whether existing organization(s) use their office location to oversee the Visitor Center our cost estimates are \$5k to \$12.5k. These estimates may seem high, but it is critical to include annual printed guides, signage, curb appeal highlighting Bremerton (aka a flatscreen to highlight Bremerton content when not staffed), the cost of creation of fresh content, potential monthly rental, CAM/COM and staffing when volunteers are unavailable. As we investigated the infrastructure requirements, we discovered that there is a strong opportunity to initiate use of more than one location if

DBA and the Chamber agree to coordinate and serve as the Visitor Centers. This will ensure staff coverage is consistent and guides/staffing available 6 to 7 days a week. In addition to DBA and Chamber's location, other awardees of LTAC that have an office and maintain office hours could be called to be part of the "Official Visitor Center" referral group, making Bremerton a welcoming and informative community ready to be of service to its' visitors.

Improve and develop a plan for directional signage (Wayfinding)

A scalable, holistic system for the City of Bremerton's tourism component for the various attractions, museums, Conference Center, is needed. Conversations during this investigation revealed that addressing signage for tourism destinations is in the Public Works plan. We strongly recommend that a contingent of tourism professionals, as well as a Wayfinding company is secured to ensure that the recommended signage is not only aligned to Bremerton's brand, but also scalable and future proofed.

Invest in an alternative tourism avenue

The lack of room nights/hotel nights within walking distance of the Kitsap Conference Center remains a key barrier to securing multiple day events that ensure use of overnight guest rooms. Bremerton would be wise to consider investing in other tourism avenues. Realizing that improvement to Pendergast Park has been part of the City's goals for over 5 years, it is our opinion that this marketplace is one that would benefit a vast majority of the city hotels; travel families rarely require the hotel/accommodation be next door to the event locale like conferences do. Initial costs of improvement to Pendergast stand at \$3.6 million (inflation and other contingencies have been considered within this figure). We propose LTAC dollars be considered as part of the funding source given the marketplace it would open for Bremerton.

Currently, the Youth Sports travel market brings in a whopping \$37.5 billion annually in the United States. Given the additional benefits to the community, as well as the broader impact on the hotel marketplace within Bremerton, we believe it is a worthwhile investment to consider for use of LTAC funds. If this is pursued, we suggest a review of the overall scope of the now approved PERC project to gain clarity on what the PERC's construction/scope will be. This will ensure the Bremerton project leverages both sites for the sports travel market to attract a larger swath of the various tournaments that could be pursued, whether youth or adult recreation travel groups.

Create a tourism promotion area (TPA)

Another reliable source of tourism marketing funding should be developed if the city determines LTAC dollars be used for more asset-based investment. While this is not something the city should start without agreement from the hoteliers, a TPA could be a reliable revenue source for marketing, promoting, and selling tourism for Bremerton. In our research we have learned Wenatchee Washington has both an LTAC and TPA. Guidelines for the use of TPA dollars as well as a committee to oversee the distribution of those dollars would need to be developed. Sample governance examples are available via this [resource link](#).

Bremerton WA Hotel TPA Estimates					
		105	Hampton		
		155	Baymont		
		132	Fairfield		
		29	Flagship Inn		
		77	Oyster Bay Inn		
		65	Motel 6		
		76	Super 8		
		47	Bremerton Inn		
		60	Mid Way Inn		
		746	Total hotel rooms in Bremerton		
Occupied Room Estimates					
			Charge per room night \$ amount		
Total annual available Hotel rooms	272290	\$	1.00	\$	1.50
		\$	2.00		
190603	70%	\$	190,603	\$	285,905
176989	65%	\$	176,989	\$	265,483
163374	60%	\$	163,374	\$	245,061
149760	55%	\$	149,760	\$	224,639
136145	50%	\$	136,145	\$	204,218
122531	45%	\$	122,531	\$	183,796
				\$	245,061

The above is a simple calculation determining the potential dollar value of a TPA.

Of special note, communication with Kitsap's PFD highlighted that unless the funding structure of PFDs in the State is extended beyond 2041 (and it was just extended back in 2017) the recent funding provided to Poulsbo's PERC project exhausts their capacity to take on any additional obligation. Further evidence that should a shift in how much of LTAC is committed to assets, another source of tourism promotion funding should be in place to mitigate erosion of tourism promotion dollars.

Recommendation recap

Recommendations (listed in order of importance)

Create a “Visit Bremerton” DMO	
Develop a tourism business plan	
Develop a tourism promotion/marketing plan as well as fund website & social presence. <i>(Ensure the LTAC Committee is provided with the latest tourism plan)</i>	
Invest in an alternative tourism avenue; youth and travel sport market	
Create a tourism promotion area (TPA)	
Improve and develop a plan for directional signage (Wayfinding)	
Outsource the LTAC reporting to an outside agency or invoice LTAC \$15k for administrative costs it is currently absorbing	
Revise current process for LTAC as recommended by Westbrook/Main	

Conclusion

Bremerton is perfectly poised to begin officiating its tourism destiny. Determining which agency will serve as the cornerstone to developing the path forward for Bremerton’s tourism is not a simple, nor easy task. Whichever organization is selected must exhibit solid knowledge of and passion for the city. Couple this with expertise in tourism promotion and visitor touchpoints, you have a winner. Westbrook/Main believes the talent pool available in Bremerton is solid and are confident you will find the right leader and organization; waiting, however, until the 2025 season begins would be ill-advised. We suggest, if it is possible, creating the SOW/RFP for overseeing 2025 now so the process can begin in 2025.

References attached

RFP/SOW – Gig Harbor

Tourism Economics – WA County Analysis 2023

Marketing & Promotion Plan Overview (Hubspot)

Current Workflow Diagram – *Bremerton_LTAC_flow*

Outsource Opportunities Workflow Diagram – *Bremerton_LTAC_flow_reeng*

TPA Estimate Worksheet

Links

[Economic Impact opportunity of Youth and travel sports marketplace](#) *(article July 23, 2024)

[Business Plan Template article](#) (Hootboard)



**SAN JUAN COUNTY
LODGING TAX
DESTINATION MARKETING ORGANIZATION
REQUEST FOR PROPOSALS**

I. DESCRIPTION

San Juan County has established a tourism promotion program, funded by a portion of the revenue collected under the state Lodging Tax excise statutes.

The purpose of this posting is to seek proposals ("The Proposal") from qualified entities ("DMO") interested in:

Managing a locally-based, full-time destination marketing program which will oversee the development and implementation of the Countywide Destination Marketing Plan, in cooperation with the County's Economic Development Council, Chambers of Commerce, Terrestrial Manager's group and other appropriate groups.

II. BACKGROUND

San Juan County is one of the most desirable tourist destinations in the country due to its natural beauty and variety of outdoor activities. It currently experiences an uneven tourism year, with a strong summer season, with substantial capacity in the remainder of the year.

San Juan County is in the final year of a successful contract with a destination marketing organization (DMO) in which all proceeds (approximately \$350,000/year) of the promotional portion of the lodging tax were contracted to the DMO. The DMO has been the single promotional contractor, with sub-contracting terms allowing contracts with chambers of commerce and the economic development council (for data study). The DMO made distributions of approximately 15% of the contract to island chambers of commerce for purposes of providing visitor information and other services. The proposal that resulted in this contract sought destination marketing services which included advertising, media relations, social media, trade shows, visitor education, market research, measurement criteria, etc.

The 2017 process is intended to be an evolution and refinement of the contracts to date. In the current contract offering, San Juan County is interested in a flexible business model in which the DMO does not control all proceeds. In the flexible model, the County shall contract directly with the Chambers of Commerce on Lopez, Orcas and San Juan Islands and the County shall be responsible for tracking the Chambers accountability and deliverables.

The contract(s) may be for up to five years with an annual “off-ramp” allowing termination by either party without penalty.

Actual funding depends on Lodging Tax collections. For the purpose of these proposals, DMO funding remains at approximately \$350,000 per year. If lodging tax collections for promotional funds exceed \$425,000 in a given year, the DMO shall receive 35% of that excess amount.

III. AREAS OF EMPHASIS

The DMO will be expected to achieve the following objectives:

- Emphasis on tourism improvement throughout the year, including the off season.
- Promoting tourism that typifies the “best of the San Juan Islands” – its natural beauty, geology, outdoor activities, anthropology, watchable wildlife, experiential learning, agricultural attractions, lifelong learning opportunities, history, culture and the arts.
- Evidence of market penetration via a variety of methods:
 - i Consumer advertising
 - ii Media relations – placement of media stories
 - iii Travel trade relations
 - iv Targeted trade show presence
 - v Website/Internet marketing
 - vi Social media
 - vii Targeted niche marketing (i.e. weddings, wine, cultural, arts)
 - viii Attracting meetings and retreats
 - ix Business to business marketing
- Developing innovative promotional opportunities (i.e. new events, interesting partnerships)

- Improving the tourist/islander relationship/enhancing the tourism experience
 - i Visitor education strategies
 - ii Community education strategies
- Improved effectiveness and compliance
 - i Market research/visitor surveys
 - ii Identifying and tracking performance measures
 - iii Reporting requirements

IV. SELECTION PROCESS

All Proposals will be received by the County Manager and forwarded to the LTAC for a determination as to whether they meet the minimum eligibility requirements. Proposals that do not meet minimum eligibility requirements will not be evaluated. Those Proposals that do meet the eligibility requirements (below) will be evaluated by the LTAC which will make recommendations to the County Council. DMO's whose Proposals meet the selection criteria will have an opportunity to make a presentation to the LTAC during the evaluation process.

County staff will meet with the DMO of the approved Proposal to prepare the contract. The contract will include a requirement for liability insurance, that the DMO submit a final report at the end of the year and may include a requirement that periodic reports be submitted. Once the DMO signs the contract, the staff will notify the DMO to proceed.

V. SELECTION CRITERIA

The criteria used by the LTAC to evaluate and rank the Proposals are as follows:

- A. Promoting Tourism. Will the proposal attract off Island visitors to the San Juans throughout the year? The successful proposal(s) will show specific and comprehensive strategies to draw visitors to the San Juan Islands, including multiple islands, areas and visitor options. Successful proposals will highlight the unique nature of each island's character through island-specific marketing campaigns and other cooperative strategies.
- B. Promoting Special Natural Features, History, Arts and Culture. Promote the natural, green, eco-friendly attributes of the San Juans, the growing desire of visitors for lifelong learning which can focus on natural and environmental attributes, area history, arts and culture.
- C. Innovation. Does the proposal represent a new or unusual approach to furthering the promotion goals?

- D. Visitor Promotion and Education.
- a. Does it develop and execute a plan for coordinating visitor services county-wide?
 - b. Does it develop and execute a plan for direct visitor promotion using effective methods such as: consumer advertising, media relations, familiarization tours, event promotion, travel & trade show promotion.
- E. Market Research and Measurement Criteria. How will the proposal develop and maintain San Juan Islands visitor demographics and niche movements? How will it track and measure visitor impact, such as user & provider surveys?
- F. Cost-effectiveness. Will the proposal be an efficient, economical use of the funds? How will this be shown or measured?
- G. Clarity. Are the components of the proposal broken into a progression of logical steps with dates or milestones when each will be undertaken and/or completed? Proposals should include milestones, benchmarking, performance measures that can be tracked and will be reported to show effectiveness to include a section that addresses the specific goals and milestones for each island.
- H. Cooperative Nature. What kind and degree of inter-organizational partnership does the proposal exhibit? Proposals should show strategies to partner, pair, and coordinate in the spirit of “co-operation” to bring increased benefits to all.
- I. Self-evaluation. Benchmarking and performance evaluation are an important part of judging an effective Proposal. Does the DMO provide for an adequate method of evaluating the effects of the Proposal upon completion? How will the DMO do this and report it to the County? Has the proposal laid out a strategy to demonstrate the way that funds will be equitably used on the various islands?
- J. Area of Impact. Which elements of the County economy will the proposal impact? The total impact can be measured in terms of both direct dollar expenditures made by the visitors and indirect dollar expenditures made as money moves through the community. In evaluating this criterion, more weight will be given to the direct dollar expenditures, since they are more readily measurable. More weight will also be given to breadth of economic impact. It is the intent of the County to include performance measures in the contract(s), (such as the number or increase of attendees at events, improvement in occupancy rates, number of clients served).
- K. Equitably Benefits Lodging Tax Participants. Does the proposal equitably provide benefits to all tourist facilities including collectors of lodging taxes?

VI. ELIGIBILITY

A. Proponent Eligibility

Proposals may be submitted by any for-profit or non-profit entity, any public agency, or any group of individuals. San Juan County does not discriminate on the basis of race color, national origin, sex, religion, age or disability, and its contracts require the same of its contractors.

B. Proposal Eligibility

1. State Requirements – The most basic eligibility requirement is that the DMO demonstrate clearly and convincingly that funding of the proposal would be used in compliance with the State law, which governs the use of hotel-motel funds. Chapter 67.28, RCW provides authority for cities and counties to adopt a lodging tax of up to four percent of lodging charges made by hotels, motels, rooming houses, tourist courts, trailer camps or any similar charges for a license to use real property. The County currently levies a tax of four percent with two percent reserved for promotion of tourism.
2. County Requirements - The County uses tax revenue each year for grants that will clearly meet the State’s definition of tourism promotion. In addition to meeting the requirements of the State statute, County code has established the following definition for “Tourism Promotion”, which is virtually identical to the state definition.

‘Tourism promotion’ means activities and expenditures designed to increase tourism, including, but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.

In addition, the County has established the following eligibility requirements:

A. Project Requirements:

- i. The proposal must specifically promote San Juan County and prominently mention the San Juan Islands in all materials;
- ii. The proposal must be designed to disseminate information for the purpose of attracting off-Island visitors to the County with a particular emphasis toward marketing for the shoulder season months.

B. Contracting Requirements:

- i. All contracts include a normal requirement for liability insurance of at least \$1,000,000.00 per incident, with San Juan County named as an additional insured on the policy;
- ii. Proposal costs cannot be paid in advance with grant money; that is, the sponsor must expend its own funds on approved items and seek reimbursement under the terms of the contract that will be signed by the County. The County will periodically review reimbursements and monitor for compliance;
- iii. Proposal costs incurred prior to the grant approval and execution of a written contract with the County will not be reimbursed;
- iv. The proposal must be of no more than one year's duration or one year's budget; although the contract with the DMO may be extended annually for up to five years, with the mutual consent of the parties and with an annual "off ramp". County consent will be, in part, contingent on successful performance and meeting of proposal goals.
- v. Every proposal must have one designated individual to act as a contact for the project throughout the duration of the project and that person must have authority to obligate all sponsoring parties.

C. Compliance Requirements:

- i. If the applicant is a non-profit corporation, a copy of its current Annual Report must be provided and if the non-profit corporation claims to be a tax exempt charitable, religious or educational organization, a copy of the IRS 501 C3 or C6 recognizing that status must be provided, as well as the most recent IRS return if applicable;
- ii. All applicants must provide regular financial statements accounting for the use of grant funds and must comply with the State reporting requirements per RCW 67.28.1816.

VI. PROPOSALS

Completed Proposals, of no more than six (6) pages must be received by 4:00 p.m. on Thursday, August 31, 2017. It is the DMO's responsibility to confirm delivery and receipt.

San Juan County

Destination Marketing Organization Request for Proposal

Mail: 350 Court Street #1, Friday Harbor, WA 98250

Hand delivered: 55 Second Street, 1st floor, Friday Harbor, WA 98250

Electronic: (Email PDF or Microsoft Word format files to): sueko@sanjuanco.com

VIII. MONITORING

The DMO will be monitored for progress and consistency with the scope and timeline of the contract, as outlined in the proposal. All requests for reimbursement for approved costs shall be in writing and shall have supporting documentation to verify the expenditure of the funds included in the invoice. All invoices shall be verified as complete and accurate by the County.

In the event the DMO fails in a material way to perform under the terms of the signed contract, the County Council has the right to suspend or terminate funding for the remainder of the contract. However, the Council can make no such decision until the DMO has been notified of the apparent failure and given an opportunity to address the Council.

IX. REIMBURSEMENT FUNDING

Funds available under this program are revenues received by the County from the Transient Rental Income section of Washington State Excise Tax levied on the lodging industry. LTAC, appointed by the County Council, is the advisory body for these funds.

Reimbursements will be made to the DMO within approximately 30 days of submittal of invoices. The DMO is responsible for all incurred financial obligations (i.e. DMO pays vendors, County pays DMO). DMO is required to maintain original receipts and financial records relative to funds awarded per Washington State requirements. DMO is liable for funds not used in accordance with the contract.



CITY OF GIG HARBOR 2025-2026 LODGING TAX FUNDING APPLICATION

Lodging Tax Funds Requested: \$ _____
For tourism-related direct marketing operations during the 2025-2026
calendar years.

APPLICATION DEADLINE: FRIDAY, MAY 31, 2024

*For application assistance please contact City Clerk Josh Stecker at (253) 853-7613 or
cityclerk@gigharborwa.gov prior to Friday, August 26.*

Organization/Agency Name: _____

Contact Name and Title: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email Address: _____

Name & Email address of person authorized to contract with the city for grant funding (if
different than above): _____

Complete application packet **must** include the following:

- ☐ Completed application
- ☐ Copy of Non-Profit Registration (not required for organizations that have previously
been awarded lodging tax funding)
- ☐ IRS Form W-9 (not required for organizations that have previously been awarded
lodging tax funding)
- ☐ Annual operational budget

Application Questions

1. Describe your tourism-related operations. *List the name and date(s) of the event and describe why tourists will travel to Gig Harbor to visit your facility or because of your marketing efforts.*

2. Have you requested LTAC funds for these services previously?

Yes ☐ or No ☐

If "Yes", was it approved by LTAC? Yes ☐ or No ☐

3. Describe the prior success of your facility or marketing efforts in attracting tourists.

4. Describe your target tourist audience (location, demographics, etc.)

5. Describe how you will promote your facility or conduct marketing to attract tourists.

6. As a direct result of your proposed tourism-related service or facility, provide an estimate of:

Predicted number of people travelling more than 50 miles one-way to visit your facility or because of your marketing:	
Predicted number of people visiting from out of state to visit your facility or because of your marketing:	
Predicted number of people staying overnight in paid accommodations to visit your facility or because of your marketing:	

What methodology did you use to calculate the estimates?

- ☐ **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.
- ☐ **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- ☐ **Representative Survey:** Information collected directly from individual visitors/participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- ☐ **Informal Survey:** Information collected directly from individual visitors or participants in a nonrandom manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- ☐ **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).
- ☐ **Other:**

7. Are you applying for Lodging Tax funds from another community (Yes ☐ or No ☐)? If yes, list the other jurisdiction(s) and amount(s) requested.

8. Are you applying for, or have you received, grants or funds pledged from other sources for your operations (including for-profit businesses, national sources, etc.)? Please list grants applied for or received.

9. What is the overall budget for your operations? What percent of the budget are you requesting from the City of Gig Harbor Lodging Tax Fund (attach annual budget)?

10. What specific expenses will you use LTAC funds to cover (if not shown on budget)?

11. What will you cut from your proposal or do differently if full funding for your request is not available or recommended? How is Lodging Tax funding essential to the success of your proposal?

CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I have read the application instructions and understand that:

- I am proposing a tourism-related service for 2025-2026 and can provide evidence and reporting to support tourism-related attendance for the greater Gig Harbor area. If awarded, my organization intends to enter into a professional services contract with the city; provide liability insurance for the duration of the contract naming the city as additional insured and, in an amount, determined by the City; and file for a permit to use city property, if applicable.
- My organization will only use lodging tax funds, if awarded, for the purposes stated on this application and as outlined in the signed contract with the city.
- The City of Gig Harbor will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and an invoice has been submitted to the city.
- My agency will be required to submit a report documenting economic impact results in a format determined by the city.

Signature: _____ Date: _____

Application Instructions

Application Deadline: To be eligible for consideration, your complete proposal must be received by May 31, 2024. The lodging tax advisory committee will review proposals in a public meeting and determine funding recipients and levels of funding.

Applications may be submitted digitally to cityclerk@gigharborwa.gov or mailed to:

City Clerk
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Please direct questions to the City Clerk at 253-853-7613 or cityclerk@gigharborwa.gov.

Applications filed with the city are public records. The city may choose to post on its website copies of the applications and proposed budgets.

What is the Lodging Tax Fund?

Funding for this program comes from the City of Gig Harbor lodging tax fund which receives a percentage of hotel/motel taxes from lodging establishments inside the city limits. The city collects a tax on charges for overnight lodging. These funds are distributed by the Department of Revenue back to the City of Gig Harbor for the funding of tourism related capital facilities, non- event operations, and event marketing and operations.

What can be funded with Lodging Tax Revenue?

Lodging taxes can be used for:

- Tourism Promotion/Marketing
- Operation of a Tourism Promotion Agency
- Operation of a Tourism-Related Facility owned or operated by a non-profit organization
- Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

State Law Defining the Use of Lodging Tax

Revised Code of Washington (RCW), Chapter 67.28 'Public Stadium, Convention, Arts and Tourism Facilities' provides detailed information about the use, award and reporting of tourism funds.

Important Terms Relating to RCW 67.28

Tourism: Economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs

Tourism promotion: Activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

Tourism-related facility: Real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities

Who May Apply?

Lodging tax funding is open to non-profit organizations and municipalities with the demonstrated ability to achieve tourism related goals as outlined below:

- Increase hotel/lodging occupancy in the City of Gig Harbor by creating overnight stays.
- Increase the number of visitors to the city from more than 50 miles away.

All applications must include estimates of how funding the activity will result in increases to people staying overnight, travelling 50 miles away or more, or coming from another state or country. To ensure this data is collected, the city is required to have applicants provide additional information in the lodging tax application.

Selection and Award Process

Funding of the program and specific awards are dependent on recommendations of the city's lodging tax advisory committee (LTAC). LTAC will receive all applications and recommend a list of candidates and funding levels that will be forwarded to the Gig Harbor City Council for final determination. Funds will be awarded on a competitive basis.

The City of Gig Harbor Lodging Tax Advisory Committee Considerations

In developing its recommendations, the committee may consider:

- The estimated amount of Lodging Tax Fund available for the coming year as provided by the city's finance department.
- Thoroughness and completeness of the proposal.
- Percent of the proposal request to the event/facility promotions budget and overall revenues.
- Percent of increase over prior year City of Gig Harbor lodging tax funded proposals, if any.
- Projected economic impact within the City of Gig Harbor, in particular projected overnight stays in Gig Harbor lodging establishments.
- The applicant's financial stability.
- The applicant's history of tourism promotion success.
- Committee member general knowledge of the community and tourism-related activities.

Published for

June 11

Study Session

Item B4

Public Comments

From: Brian Johnson <Brian@admiraltheatre.org>

Sent: Wednesday, June 11, 2025 11:28 AM

To: City Council <City.Council@ci.bremerton.wa.us>

Cc: Tim Lavin <tjplavin@gmail.com>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Nate Murphy <nate@admiraltheatre.org>

Subject: RE LTAC Study

Please forward the attached letter to the council for tonight's meeting.

Thank you!

Brian Johnson
Admiral Theatre
515 Pacific Avenue
Bremerton, Washington 98337
360-373-6810

ADMIRAL THEATRE

EST. 1942

June 11, 2025

Bremerton City Council
345 6th Street Suite 100
Bremerton, WA 98337

Dear City Council Members,

I noticed the Admiral was mentioned in a few comments in the LTAC Transition Study. I realize the comments are anonymous, but we're happy to provide info as it seems the commenters may not be aware of what we do. Also, despite being the City and County's largest performing arts center and a major recipient of annual lodging tax, we were not contacted as part of the study.

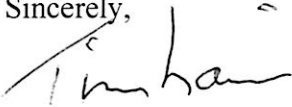
1) Re: the first comment on page 5 of 17 (question #6 conclusion #2), the Admiral Theatre Foundation is a 501c3 nonprofit, and we welcome a variety of local nonprofit organizations each and every year, and we provide tens of thousands of dollars of discounts to those organizations as well as free staff support and guidance to help them make the most of their events. This fall we welcome NAACP Bremerton Unit 1134 for their annual Freedom Fund Banquet on September 20, 2025, Ducks Unlimited (Kitsap Chapter) for A Night of Wetlands Conservation on September 27, 2025, and Boys & Girls Clubs of South Puget Sound return with their annual Treasure Hunters fundraiser on October 3, 2025. We are also working with the nonprofit Children of the Nations to organize a benefit concert for October 17, and the local nonprofit Kitsap Opera returns this fall with a production of Daughter of the Regiment in the works. In addition to discounts on planned annual fundraisers, Kitsap Opera is also provided with no-cost use of our main auditorium, stage, rehearsal space in our side venue, use of sound and lighting equipment, and free storage as part of an ongoing residency program (our first performing arts residency). We recently won a bid to host the nonprofit Pacific Northwest chapter of the American Industrial Hygiene Association for a three-day conference October 6-8, 2025. The local nonprofit Tessera (formerly Skookum) is also returning October 9 for a 2nd Annual Speaker Series event we are partnering with them to host. We work with each of these nonprofits to organize incredible, affordable events benefitting each organization and the community at large.

As Bremerton's largest and only publicly-owned nonprofit performing arts center, movie theatre, and conference center, the Admiral Theatre is a true historic gem and centerpiece of an expansive Kitsap arts scene. With an impressive 22,000 square feet and total capacity of 1,200, Bremerton's Admiral Theatre attracts 50,000+ patrons annually to more than 110 events including live concerts from top nationally and internationally-touring acts, Broadway shows and stage plays, movies, community events, conferences and more. Bremerton's Admiral Theatre Foundation has also partnered with the Kitsap Fair and Stampede Association to host one of the Pacific Northwest's largest annual blues festivals each Labor Day weekend at the Kitsap Fairgrounds.

The comment also mentioned we are funded by tax dollars, which is correct, but needs context as well. The City contributes a total of \$150,000 a year from lodging tax to the Admiral Theatre's annual \$2.5 million-dollar budget (roughly 6%). The Admiral Theatre Foundation operates the venue year-round with just six full-time staff and part-time admin and service staff for shows and events. We also enjoy the leadership of an all-volunteer Board of Directors consisting of local civic and business leaders, philanthropists, and local arts supporters.

2) Room nights and revenue - As a 501c3 nonprofit organization and a lodging tax recipient, we provide the City with the Exhibit B annually including activity, attendance, and a breakdown of tourists / travelers and overnight stays based on box office receipts, customer surveys, and using the structured estimate methodology. The Admiral Theatre is a working concert hall and performing arts center, movie theatre, and conference center open year-round.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Lavin", with a stylized flourish at the end.

Tim Lavin, President
Admiral Theatre Foundation

**Published for
June 18
Council Meeting**

**Comments
Item 7A**

From: Jessica Combs <director@downtownbremerton.org>
Sent: Wednesday, June 18, 2025 10:53 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Statement of Support – Bremerton DMO Resolution

Dear Council Members,

I hope this message finds you well.

On behalf of the Downtown Bremerton Association, please find our formal letter of support attached regarding the City Council's resolution to move forward with establishing a single Destination Management Organization (DMO) for Bremerton.

As reflected in the letter, we're passionate about Bremerton's future as a thriving destination and appreciate the Council's leadership in advancing this important conversation.

Please don't hesitate to reach out if you have any questions or would like to discuss further.

Warm regards,

--

Jessica Combs (She/Her)
Executive Director
Downtown Bremerton Association
[Instagram](#) // [Facebook](#) // [Linktree](#) // [Calendly](#)
P: 360-218-2611



PO BOX 245, Bremerton, WA 98337
contact@downtownbremerton.org
www.downtownbremerton.org

Jessica Combs
Executive Director
Downtown Bremerton Association
PO Box 245
Bremerton, WA 98337
director@downtownbremerton.org
360-218-2611

Date: June 16, 2025

Bremerton City Council
345 6th Street, Suite 600
Bremerton, WA 98337

RE: Statement of Support for a Single Destination Management Organization (DMO) Model

Dear Council Members,

On behalf of the Downtown Bremerton Association (DBA), I would like to express our strong support for the City Council's initiative to move forward with the establishment of a single Destination Management Organization (DMO) for Bremerton.

We are deeply passionate about Bremerton's future as a vibrant destination and believe a unified, strategic approach to tourism and marketing is essential to realizing its full potential. The recommendation from the Westbrook Main study to identify a single DMO is both timely and visionary, and we commend the Council for taking this important step.

As advocates for place-based economic development and community storytelling, we see this model as a powerful tool for elevating Bremerton's visibility and long-term vitality.

Thank you for your continued leadership and thoughtful consideration of this effort.

Sincerely,

Jessica Combs
Executive Director
Downtown Bremerton Association

**Published for
June 18
Council Meeting**

**Mayor's Report
Item 3**



MAYOR'S REPORT

June 18, 2025

BREMERTON
WASHINGTON



Utility Land Management Plan Update - Public Comment

The City Water Utility owns and manages 8,000 acres of forested Utility land, of which approximately 3,000 acres are the Union River Watershed.

The City has completed an update to the **Utility Land Management Plan (ULMP)** which was last updated in 1996, and we are now seeking feedback on the Draft Plan. Both the Draft Plan, and an online survey to collect comments on the plan are available on the City's website: <https://www.bremertonwa.gov/1340/>

Please submit comments by July 2nd to help shape one of the most unique parts of the Water Utility.

For questions, please contact:
Sean Walsh, Forestry Manager
Sean.Walsh@ci.bremerton.wa.us
360-473-5928



Wastewater Facility Aesthetic Improvements



The Wastewater Division initiated a low-cost program to improve aesthetics of facilities primarily through the use of more modern colors, lighting and similar features. Improvements will occur with normal scheduled maintenance and prioritized in residential areas.

Before and after photos of Pump Station CW1 on 19th Street adjacent to Lillian and James Walker Park



“Thank you so much for painting the building at the Lillian and James Walker Park at Anderson Cove!



The park looks beautiful and there are kids and families playing and relaxing in the park every day.”

– Residents of West Bremerton



Q² QUINCY SQUARE

**FREE
EVENT**

GRAND OPENING FESTIVAL

SAT. JULY 12TH & SUN. JULY 13TH

COMMUNITY GATHERING • LIVE PERFORMANCES • LOCAL VENDORS



**FLOOR
DECOR &**
TILE • WOOD • STONE



**KITSAP
CREDIT UNION**

PRESENTED BY THE
**Downtown
BREMERTON**
COMMUNITY DEVELOPMENT

**Published for
June 18
Council Meeting**

**Council Reports
Item 8**

District Six Council Report





DISTRICT SIX TOWNHALL

Anna Mockler, Bremerton City Councilor

**What are your hopes and concerns?
What is City Council doing?
How can I help?**

2025 Dates

Jan 13, Feb 10, Mar 10
Apr 14, May 12, June 9
July 14, Aug 11, Sept 8
Oct 13, Nov 10, Dec 8

Every 2nd Monday, 5-6:30 pm

100 Oyster Bay Ave N (Public Works)

Anna.Mockler@bremertonwa.gov

COUNCIL DISTRICT 4

Jane Rebelowski





District 4 Summer Meeting

Neighbors across Bremerton are invited!



Date: Tuesday, June 24, 2025
Time: 5:00 - 6:30 PM
Location: Bremerton Foodline
1600 12th Street

Let's talk about what the City Council has been working on over the past few months and what's on the horizon for Bremerton this summer. Topics that I'll be talking about include:

- Update on the Multifamily Property Tax Exemption (MFTE) program
- Discussion on possibly increasing the Transportation Benefit District fee for vehicles registered in the City of Bremerton

This is a great opportunity to ask questions, share your ideas, and hear updates on key issues affecting our district and city—like housing, public safety, city services, and more.

Whether you're a longtime resident or new to the neighborhood, your voice matters. Stop by, say hello, and let's talk about what's working, what could be better, and how we can keep moving forward together.

Donations of non perishable food items are welcome!

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







District 2 Report

Councilmember Denise Frey
June 18, 2025

Wed 06/18/2025

Kitsap County is facing reality in terms of budget challenges

Oran Root, Christine Rolfes and Katie Walters
Guest columnists
Kitsap Sun
USA TODAY NETWORK

Proactive leadership means facing challenges directly and taking action before problems become crises. That's exactly what Kitsap County is doing as we address significant structural budget challenges that require immediate and sustained attention.

Kitsap County faces a projected \$8 million budget shortfall for fiscal year 2026, with similar challenges expected in future years. This isn't a temporary cash flow issue — it's a long-term, fundamental budget problem that demands proactive management.

Understanding our budget reality

The County's \$609 million overall budget funds five core categories of service: public works, law and justice,

Excerpt from 2025-26 Biannual
Bremerton City Budget

“Despite expenditures outpacing revenues, the City has budgeted to maintain current service levels, which will result in utilizing reserves from the general fund to sustain these services in the 2025-2026 budget cycle.”

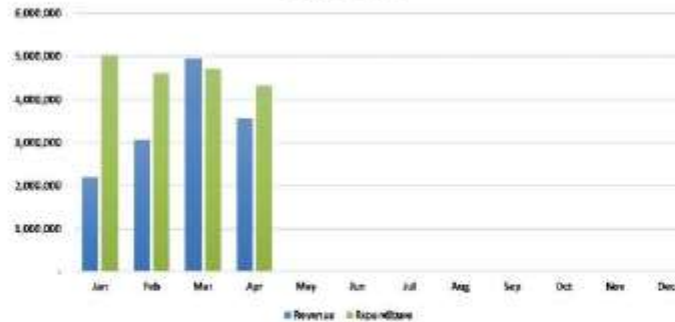


Monthly Revenue and Expenditure Summary General Fund

Month Ending April 30, 2025

	Year to Date					Monthly				
	Revenue Budget	Revenue Year to Date	Expenditure Budget	Expenditure Year to Date	YTD Variance Revenue vs Expenditure	Monthly Revenue Budget	Monthly Revenue	Monthly Expenditure Budget	Monthly Expenditure	Monthly Variance Revenue vs Expenditure
Jan	\$ 8,582,256	\$ 2,200,161	\$ 3,308,812	\$ 3,029,288	\$ (2,828,122)	\$ 8,582,256	\$ 2,200,161	\$ 3,308,812	\$ 3,029,288	\$ (2,828,122)
Feb	7,287,229	3,256,714	30,117,373	3,623,746	(4,365,032)	3,714,983	3,056,553	4,809,261	4,362,464	(1,543,910)
Mar	13,044,084	13,194,435	15,196,670	14,338,353	(4,144,118)	3,756,855	4,837,720	5,082,097	4,718,807	220,914
Apr	15,011,938	13,444,037	20,194,501	18,650,801	(14,206,760)	3,957,864	3,549,002	4,994,821	4,312,248	(782,818)
May	23,792,341		25,456,185		-	8,691,643		5,261,593		-
Jun	27,686,148		30,586,828		-	3,864,767		5,149,654		-
Jul	31,377,766		35,931,451		-	3,628,619		5,331,613		-
Aug	35,097,193		41,408,862		-	3,679,326		5,238,411		-
Sep	38,041,288		46,707,126		-	3,264,096		5,027,263		-
Oct	42,098,080		51,658,681		-	3,907,702		5,451,316		-
Nov	50,115,052		56,905,308		-	6,110,002		5,250,957		-
Dec	55,646,274		62,650,627		-	5,547,182		5,746,229		-

Monthly Revenue/Expenditure Performance General Fund



Numbers tell a story:

2017 City Population 40,630

2025 City Population 46,667

Increase – 15%

2017 City Budget \$150m (\$3,692 per resident)

2025 City Budget \$250m (\$5,357 per resident)

Increase – 67%

KITSAP • BLOCK PARTY

**JUNE
TEENTH**

**EVENT
SPONSOR**

**CELEBRATING
BLACK FREEDOM**

**2901 PERRY AVENUE, BREMERTON
THURSDAY, JUNE 19 • 1PM-5PM**



OUTDOOR EVENT- RAIN OR SHINE



COUNCIL DISTRICT 1

Jennifer Chamberlin



KEEPING KITSAP COUNTY CLEAN WARREN AVE BRIDGE CLEAN UP



**Dream Legacy
Real Estate**
Amanda Taylor
360 - 271 - 3711



EAST BREMERTON, WA

Meet at Caffé Perfetto around

830AM

Start Cleaning The Neighborhood at

900AM

And Help Make The County A Safer Place.

Finish and Enjoy:

FREE 12 OZ COFFEE BEVERAGE

Provided By Caffé Perfetto

FREE DONUT

Provided By Lone Star Donuts

FREE SHIRT

Provided By Dream Legacy Real Estate

While supplies last

NEXT CLEAN UP EVENTS:

March 15th June 21st September 20th

April 19th July 19th October 18th

May 17th August 16th

EACH TIME YOU ATTEND, YOUR NAME WILL BE ENTERED INTO PRIZE DRAWINGS FOR THE FINAL CLEANUP EVENT OF THE YEAR! THE MORE FREQUENTLY YOU PARTICIPATE, THE GREATER YOUR CHANCES OF WINNING PRIZES! MUST ATTEND THE LAST CLEAN UP EVENT TO WIN A PRIZE.

Caffé Perfetto: 2811 Wheaton Wy, Bremerton, WA 98310



4TH SUNDAY THROUGH SUMMER
JUNE 22ND
3:30-5 PM

STEPHENSON CANYON

STEWARDSHIP GROUP

Meeting Location

Morris Street

Trailhead

Bremerton, WA 98310

Connect with others interested in helping to keep this space clear of invasive plant species and garbage.

This trail is considered "easy". However, be prepared for elevation, stairs and occasional foliage hazards.

