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

*** * * A M E N D E D * * ***

WEDNESDAY, MARCH 12, 2025
CITY COUNCIL STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person. Please note that Public Comment will be taken on **Item C1** and Council action is anticipated. For the remaining items, the content of the Agenda Bills is subject to change, no public comments will be taken, and no action is anticipated. Public questions or comments may be submitted at any time to City.Council@ci.bremerton.wa.us. If approved by the Council, these items will be placed on the **March 19, 2025** City Council Meeting Agenda, or as indicated…*

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

  Webinar ID: 873 1826 6756; Passcode: 857582

A. **AGENDA BILL BRIEFINGS**

1. Confirm Reappointment of Vanessa Acierto to the Bremerton Kitsap Access Television Citizen's Advisory Committee
2. Approve Purchase of Cues Sewer/Storm Camera Van
3. Subgrant Agreement through the Association of WA Cities (AWC) Energy Audit Grant Program for Clean Building Performance Standards Energy Audits
4. Professional Services Agreement with CONSOR North America, Inc. for Manganese Treatment Facilities (Eastside) Final Design

B. **INFORMATION ONLY PRESENTATIONS**

1. Overview of 2024 Comprehensive Plan City Services Element (*For full presentation at the March 19, 2025 City Council Meeting to receive Public Comment)*
2. Overview of 5-Year Plans for Paving, Chip Sealing, and Sidewalks

C. **GENERAL COUNCIL BUSINESS**

1. Local Elected Official Letter of Support for WA State Ferries – Council President Eric Younger (*Public Comments will be accepted for this item only, with action anticipated*)
2. Update on Council Goal #3 (iii) Chronically Vacant Building Policy Development – Council Member Michael Goodnow
3. Public Safety Committee Briefing (*Last meeting 3/6/25*) – Chair Michael Goodnow
4. Regional and Other Committee/Board Briefings
5. Other General Council Business (*As necessary, and as time allows...*)

D. **EXECUTIVE SESSION** *Item added*

1. 10-Minutes to discuss Pending and Potential Litigation as allowed pursuant RCW 42.30.110 (1)(i) *No action anticipated*

E. **ADJOURNMENT OF STUDY SESSION**

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT:
Confirm Reappointment of Vanessa Acierto to the Bremerton Kitsap Access Television Citizen's Advisory Committee

Study Session Date:	March 12, 2025
COUNCIL MEETING Date:	March 19, 2025
Department:	Executive
Presenter:	Mayor Wheeler
Phone:	(360) 473-5266

SUMMARY: The Mayor is seeking confirmation for the re-appointment of Vanesa Acierto to the Bremerton Kitsap Access Television (BKAT) Citizens Advisory Committee for the position of City of Bremerton Staff Member. The term expires December 31, 2025.

ATTACHMENTS: Application to the committee.

FISCAL IMPACTS (Include Budgeted Amount): None

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

RECOMMENDED MOTION:

Move to confirm the re-appointment of Vanessa Acierto to the Bremerton Kitsap Access Television (BKAT) Citizens Advisory Committee for the term expiring December 31, 2025.

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

Form Updated 04/19/2024

Application for City Boards / Commissions / Committee

Date	2/26/2025
First Name	Vanessa
Middle Name	*Field not completed.*
Last Name	Acierto
Home Phone	[redacted]
Address1	[redacted]
Address2	*Field not completed.*
City	Silverdale
State	WA
Zip	98383
Occupation	Human Resources Analyst
Employer	City of Bremerton
Work Address1	345 6th Street
Work Address2	Ste. 100
City	Bremerton
State	WA
Zip	98337
Work Phone	360-473-5347
Fax	*Field not completed.*
Email	vanessa.acierto@bremertonwa.gov
Education	Bachelor of Arts in Political Science from University of Washington, Seattle

	Certificate in Business Administration, Foster School of Business, University of Washington, Seattle
Local References	Charlotte Nelson, 360-473-5926 Angela Hoover, 360-473-5323
I am interested in serving:	Public Access Citizens Advisory Committee (Bremerton Kitsap Access Television/BKAT)
Is this an application for reappointment?	Yes
If yes, how many years have you served on this commission or committee?	First appointed August 2022
How long have you lived in Bremerton	over 25 years total (moved and came back)
Why are you applying for this appointment?	I'm so impressed by the hard work and dedication BKAT Staff and BKAT members have for the programming they put out and have been honored to be even a small part of that. I hope to be reappointed and serve another term.
Which of your personal and / or professional interests prompted you to apply for this appointment?	I like the idea of BKAT bridging the gap between area citizens and those at City Hall and all the City Staff. The area served is much larger than just the City of Bremerton though. I definitely feel there is more to explore and accomplish with BKAT. I'm even thinking about getting a membership to explore that level of contribution!
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	I served as the staff person for City Council's Public Safety Committee for over 2 years.
Please list your qualifications for this appointment (include skills, activities, training, education):	The classes I took to earn my Certificate in Business Administration provided me with much training that could be very useful serving on this advisory committee. I learned about interpersonal communication, negotiation, project management, budgeting and accounting for businesses, advertising and communicating with a broad audience through

	various forms of media. My Political Science degree has taught me effective writing skills, critical thinking skills, an ability to always see both sides of an issue, and the appreciation of the difference even just one person can make in society. I've spent over 15 years working in the legal field where I've learned to have compassion, patience, and attention to detail. I've worked with many different types of people from varying socioeconomic backgrounds which will help me keep an open mind and be particularly inclusive on this committee. Of course, now that I've had a chance to serve on the Committee, I have that experience to help me as well.
What are your community interests (committee, organizations, special activities)?	I am very open in my interests! I like the idea of helping BKAT target younger community members in order to grow support early from them and hopefully, gain some lifelong supporters. I have spent the last year acting with various community theaters in Kitsap County, which takes quite a bit of my time. I also enjoy attending events around town, such as Story Night and Bremerton First Fridays.
Please list any accommodations you need to perform volunteer duties:	N/A

We welcome your willingness to serve Bremerton.

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

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

Updated 3/24/2020

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT:
Approve Purchase of Cues Sewer/Storm Camera Van

Study Session Date:	March 12, 2025
COUNCIL MEETING Date:	March 19, 2025
Department:	PW&U
Presenter:	Matt Donleycott
Phone:	(360) 473-2316

SUMMARY:
The approved 2025 budget includes the replacement of our current Cues Camera Van. The New van will feature new technology and provide staff with more capabilities. Total replacement cost including sales tax is $410,076.58.

ATTACHMENTS:
1) Vehicle Justification
2) Vehicle Purchase List
3) Cues Camera Van Quote

FISCAL IMPACTS (Include Budgeted Amount):
$410,076.58 (includes Sales Tax)
This is included in the vehicle purchase list in the approved 2025/2026 budget.
100% Utility funded

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

RECOMMENDED MOTION:
Move to approve the purchase of a Cues Sewer/ Storm Camera Van in the amount of $410,076.58 and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

Public Works and Utilities Department
100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5315 • FAX (360) 473-5360

MEMORANDUM

DATE: **February 21, 2025**

TO: **File**

FROM: **Matt Donleycott – Internal Services Manager**

SUBJECT: **90389 Replacement Purchase**

This purchase replaces the following vehicle and equipment:

Vehicle #	Description	Purchase Year	Approx. Mileage	Criteria	Replace With
90389	CUES CAMERA VAN	2008	**51,000mi 12,500 Hrs.**	**Cost to Repair, Hours**	**CUES CAMERA VAN**

Disposition:

90389 will be surplus through negotiated trade in.

EQUIPMENT RENTAL & RESERVE FUND
VEHICLE PURCHASE LIST

Vehicle Number	Fund/Dept.	Retiring Vehicle/Equipment	Year Purchased	Life	Original Cost	Anticipated Replacement Vehicle	Council Goals of Electric Vehicle	Quote Obtained	2026 Replacement (2025 Budget) Anticipated Replacement Cost	2026 Replacement (2025 Budget) Equipment Cost	2026 Replacement (2025 Budget) Total	2027 Replacement (2026 Budget) Anticipated Replacement Cost	2027 Replacement (2026 Budget) Equipment Cost	2027 Replacement (2026 Budget) Total
161422	001 - GENERAL FUND (POLICE)	2016 FORD EXPLORER	2016	12	$ 58,711	FORD POLICE INTERCEPTOR UTILITY HYBRID, FULL PATROL PACKAGE	X					75,000	25,000	100,000
161423	001 - GENERAL FUND (POLICE)	2016 FORD EXPLORER	2016	12	$ 58,711	FORD POLICE INTERCEPTOR UTILITY HYBRID, FULL PATROL PACKAGE	X					75,000	25,000	100,000
161424	001 - GENERAL FUND (POLICE)	2016 FORD EXPLORER	2016	12	$ 58,711	FORD POLICE INTERCEPTOR UTILITY HYBRID, FULL PATROL PACKAGE	X					75,000	25,000	100,000
161425	001 - GENERAL FUND (POLICE)	2016 FORD EXPLORER	2016	12	$ 58,711	FORD POLICE INTERCEPTOR UTILITY HYBRID, FULL PATROL PACKAGE	X					75,000	25,000	100,000
90389	451 - WASTEWATER	08 CHEV CC4500 VAN/CCTV	2009	12	$ 210,626	FORD E450 HI CUBE WITH 16' BOX		X	425,000	-	425,000			
133003	102 - STREETS	2008 CRAFCO SS125	2013	10	$ 28,069	CRAFCO SUPERSHOT 125 DIESEL TRAILER ONE AXLE		X	74,000	-	74,000			
1815	001 - GENERAL FUND (PARKS)	2002 PAROS EQUIP TRAILER	2002	25	$ 3,107	TILTBED EQUIPMENT TRAILER		X				9,000	-	9,000
90366	481 - STORMWATER	2010 INTER 7600 - J6 VACTOR	2009	20	$ 336,807	VACTOR 2115i						750,000	-	750,000
					$ 813,453				**$ 499,000**	**$ -**	**$ 499,000**	**$ 1,059,000**	**$ 100,000**	**$ 1,159,000**

New Vehicles - Not funded by ERR replacement reserves. Funding comes from department operating budgets.

	102 - STREETS					LEE BOY TACK TANK		X	$ -	$ 33,000	$ 33,000			
									$ -	**$ 33,000**	**$ 33,000**	**$ -**	**$ -**	**$ -**
									$ 499,000	**$ 33,000**	**$ 532,000**	**$ 1,059,000**	**$ 100,000**	**$ 1,159,000**
									Total Capital Purchases		**$ 532,000**			**$ 1,159,000**

Tuesday, February 25, 2025

Darrell Clausen
Bremerton, City of
100 Oyster Bay Ave.
Bremerton, WA 98312

Dear Darell,

Here is the pricing you requested a new Cues CCTV truck. Please see attached component list for greater detail.

In summary:

- Ford E450 hi cube with 16' box
- Evo 3 interior package
- SEE folding bumper and grab bar
- Extended length transporter storage drawer
- Tool drawers in kickplate
- LED traffic advisor
- LED strobe system in grill
- Roof mount AC
- Wall heater
- Closet and storage bench in control room
- 20 gallon washdown tank
- 5 drawer tool chest
- 7kw gas Onan commercial generator
- Ruggedized OZ3S camera
- CPR transporter package with wheels kits up to 15"
- 1,500' cable on auto payout reel
- Summit Prime electronics
- Gnet computer and peripherals (monitor, keyboard, mouse, printer)
- Transfer existing Gnet license
- LAMP 2 lateral launcher package with fixed view lateral camera
- LAMP 2 rear viewing camera
- Top and invert rollers and poles
- Delivery
- 2 days training

Total HGAC SC01-021 $435,528 + WA sales tax
Trade in of Cues Kodiak with LAMP, 1 camera, and 1 transporter ($60,000)

2025 Grand Total $375,528 + WA sales tax

TERMS: Net 30
FOB: Destination
Delivery: 90-120 days ARO

"This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: https://cuesinc.com/pages/cues-terms-and-conditions-of-sale. By accepting this Quote, Buyer agrees to be bound by these terms."
Local factory direct service center located in Portland, OR area. Free loaner equipment for the lifetime of your gear in the event of service needs. Fully staffed facility includes bench and field service techs. Made in USA.

Let me know if you have any questions.

Thanks,
Gillian Wilson
Cues NW Territory Manager
503-622-3248

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SCO6-24	Date Prepared:	2/25/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Bremerton, WA	**Contractor:**	Elxsi dba CUES
Contact Person:		**Prepared By:**	Robin Guthrie
Phone:		**Phone:**	407-782-6048
Fax:		**Fax:**	407-425-1569
Email:		**Email:**	robing@cuesinc.com

Product Code:	**E2**	**Description:**	**High Cube TV inspection vehicle**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $254,250.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LM936 Wheeled Lateral Launch system	$128,090.05		
LM906 - Rear view camera - LAMP II system	$6,246.48		
SEE Safety Bumper	$7,303.36		
WM350 Compact Steerable Pipe Ranger	$32,185.39		
TR1940-3 Transporter Drawer	$3,944.00		
EVO3 - Evolution 3 Interior	$4,360.44		
WB100/WD20 - workbench with washdown system	$9,847.24		
MD320 Auto payout feature	$3,688.90		
TM607-10H 1500 TV cable	$10,591.17		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	206257.03

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X **Subtotal of A + B + C:**	460507.03	=	**Subtotal D:**	460507.03

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	$4,295.00	**Less existing trade in truck**	-60000
Less customer 6% discount	-27630.42		
Less additional discount	-1643.61		
		Subtotal E:	-84979.03

Delivery Date:	**90-120 days**	**F. Total Purchase Price (D+E):**	375528

HGACBuy THE SMART PURCHASING SOLUTION

Published for

March 12

Study Session

<u>Item A2</u>

From: Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>
Sent: Wednesday, March 12, 2025 10:36 AM
To: jimmc90@gmail.com
Cc: City Council <City.Council@ci.bremerton.wa.us>; Tom Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Matt Donleycott <Matt.Donleycott@ci.bremerton.wa.us>; Chance Berthiaume <Chance.Berthiaume@ci.bremerton.wa.us>
Subject: CUES sewer van

Hello Mr. McDonald,

Thank you for your inquiry regarding the purchase of a new CUES sewer van. Although the van we are replacing only has 60,000 miles, the measurement of usefulness is based on age of technology and hours of operation. The van is stationary when in use so miles is only the measurement of getting to and from the job site.

The van we are replacing has extremely old technology which is no longer supported by the manufacturer. In addition, the new van has a much longer cable enabling crews to run camera further up private property sanitary sewer line to find misalignments or other issues with the private lateral. Crews are able to accurately mark location so property owners and their plumbers are able to pinpoint areas needing excavation to properly repair at a lower expense. Failing private property sanitary lines often impact the public portion of our system with debris and possible sewage spills into our public rights of way.

If you have additional questions staff with our Public Works Department will be happy to respond.

Jane Rebelowski
District 4 Councilor
Chair, Public Works Committee

From: Chance Berthiaume <Chance.Berthiaume@ci.bremerton.wa.us>
Sent: Tuesday, March 11, 2025 4:16 PM
To: jimmc90@gmail.com
Cc: City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Tom Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Matt Donleycott <Matt.Donleycott@ci.bremerton.wa.us>; Mike Riley <Mike.Riley@ci.bremerton.wa.us>
Subject: RE: Public Comments - $400k Sewer Camera Van (Jim McDonald)

Hi Jim,

Thanks for your email and thoughts. I agree, this equipment is expensive and we have given this a lot of thought. The existing system was good in its day but at this point in time if a significant piece fails we are out of business since the manufacturer no longer provides support. Below is a quick summary and basis for replacement of the current system.

Current camera van and system:

- Manufacturer support is not available for the current Ques video system, it is out of date with no or minimal service support. Currently Ques doesn't sell replacement cameras for the system we own.

Contracted services:

The Utilities currently hires a contractor to clean and video inspect 8,000 -10,000 ft of sewer main for the cured in place plastic pipe (CIPP) program at a cost of $100 K per year, sewer lining. This work is programmed via an awarded contract and not responsive to emergency needs such as a plugged or failed service lateral or main. We have several failed sewer services per week where the video van is dispatched to identify the cause of the blocked sewer service, usually roots or a broken pipe. Our main camera can launch a smaller unit into the service lateral from the main and can typically reach the obstruction so we know exactly where to focus our work. Contracting work is not cost effective considering O&M requirements and system needs to inspect over +-1,600,000 feet of storm and sanitary sewer main over a 5 to 10 year period. At $100K per 10K feet of main that would be $16 Million in contracted expense.

Operations and Maintenance:

- Stormwater system: Utility Operations requirements/goal is to video inspect 1/5th of the stormwater system per year. This work is focused on condition assessment to provide the data used to prioritize CIPP projects to prevent failure and identify where we should replace the mains or laterals. The new camera system uses AI to complete the condition assessment by automatically marking footage and pipe or joint condition using industry standard terminology at a speed at least 3-4 times faster than manual entries can be completed and where interpretation of condition may vary.

- Sanitary sewer system should be video inspected every 5 years to determine pipe and joint conditions. We currently address several blocked sewer service laterals per week and use the camera system to identify the issue. This provides a precise location for the crew to excavate and make repairs or where roots need to be cut inside the pipe. Our ability to respond quickly to customer and city system issues is key to providing good customer service and to prevent private property damage from flooding. The new system will increase the inspection productivity with the goal of reaching our 5 year system plan.

System stats:
SW 114-miles of storm mains (4” to 96”) 20% video per year goal
WW 200-miles of gravity sewers from 6-inch laterals to 42-inch pipe: 10% video per year goal

Regards, Chance

Chance W Berthiaume
Utility Manager
City of Bremerton Public Works & Utilities

Phone: 360-473-5929
Mobile: 360-534-0148
Email:
Chance.berthiaume@ci.bremerton.wa.us

100 Oyster Bay Ave N
Bremerton, WA 98312

BremertonWa.gov

From: Tom Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Sent: Monday, March 10, 2025 3:08 PM
To: Chance Berthiaume <Chance.Berthiaume@ci.bremerton.wa.us>; Matt Donleycott <Matt.Donleycott@ci.bremerton.wa.us>
Subject: FW: Public Comments - $400k Sewer Camera Van (Jim McDonald)

FYI

Tom Knuckey, P.E.
Director of Public Works & Utilities
City of Bremerton
Desk (360) 473-2376/Cell (360) 710-0039
tom.knuckey@bremertonwa.gov

From: City Council < >
Date: March 10, 2025 at 12:49:22 PM PDT
To: Jim McDonald <jimmc90@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>, Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>, Tom Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>, Matt Donleycott <Matt.Donleycott@ci.bremerton.wa.us>, Mike Riley <Mike.Riley@ci.bremerton.wa.us>
Subject: RE: Public Comments - $400k Sewer Camera Van (Jim McDonald)

Jim,

This is to acknowledge receipt of your email, which will be provided to the Council Members for their review and consideration. Due to the subject matter, a copy will also be provided to Mayor Wheeler and City Officials.

Thank you for taking the time to submit your comments, which will be included in the final meeting record.

Christine Grenier
Legislative/Auditor Assistant
Bremerton City Council
(360) 473-5280
www.BremertonWA.gov

From: Jim McDonald <jimmc90@gmail.com>
Sent: Friday, March 7, 2025 5:09 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: $400k Sewer Camera Van

Dear Council Members,

I am a big supporter of the City's PW Department and they do an incredible job with the staff they have. However, I hope you ask a lot of questions related to the Approval of the Purchase of Cues Sewer/Storm Camera Van for over $400,000.

The old camera van is still new (less than 60,000 miles). While I understand that new technology will be an improvement, is it cost effective compared to contracting for the things our current van can not do?

I hope you are able to get a good cost-benefit analysis for this very expensive piece of equipment.

Thanks for your service!

R, Jim McDonald

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A3

SUBJECT:
Subgrant Agreement through the Association of WA Cities (AWC) Energy Audit Grant Program for Clean Building Performance Standards Energy Audits

Study Session Date:	March 12, 2025
COUNCIL MEETING Date:	March 19, 2025
Department:	PW&U
Presenter:	Matt Donleycott
Phone:	(360) 473-2316

SUMMARY:
Bremerton Public Works and Utilities applied for and received a grant award from AWC Energy Audit Grant Program for $86,806.48 to fund the Clean Building Performance Standards required energy audits to five city owned buildings (Public Safety Building, Sheridan Community Center, Admiral Theatre, Building 50, and Kitsap Conference Center.)

ATTACHMENTS:
1) Subgrant Agreement

FISCAL IMPACTS (Include Budgeted Amount):
A capital budget adjustment and offsetting grant revenue budget adjustment resulting in a net zero fiscal impact will be required. This project is 100% grant funded.

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

RECOMMENDED MOTION:
Move to accept the AWC Energy Audit Grant, for the Clean Building Performance Standards energy audits 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

Subgrant Agreement with

City of Bremerton

through

AWC Energy Audit Grant Program

Subgrant Number: EAG25-02

For Energy Audits of City-owned Buildings

The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Monday, July 1, 2024

Face sheet

Subgrant Number: [SUBGRANT #]

AWC Energy Audit Grant Program

1. Subgrantee City of Bremerton	**2. Subgrantee Doing Business As (as applicable)**
3. Subgrantee Representative Matt Donleycott Internal Services Manager Matt.donleycott@ci.bremerton.wa.us	**4. AWC Representative** Brianna Morin Legislative Policy Analyst Briannam@awcnet.org

5. Subgrant Amount $86,806.48	**6. Start Date** July 1, 2024	**7. End Date** May 31, 2025

8. Uniform Business Identifier

181002539

9. Subgrant Purpose

The purpose of the grant is to:

- Assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits.
- Collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC and the Subgrantee, as defined above, acknowledge and accept the terms of this Subgrant and attachments and have executed this Subgrant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subgrant are governed by this Subgrant and the following other documents incorporated by reference: Subgrantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Reporting Requirements.

This Subgrant shall be effective upon signature by both Parties ("Start Date"). The term ("Term") of this Subgrant shall begin on the Start Date and end on the End Date. This Subgrant shall remain in effect until such time as it is terminated as provided herein.

FOR SUBGRANTEE	**FOR AWC**

Greg Wheeler, Mayor Date Angela Hoover, Clerk Date Kylie Finnell, City Attorney Date	**Deanna Dawson, CEO** Date

Special terms and conditions

1. SUBGRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Subgrant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subgrant.

The Representative for the Subgrantee and their contact information are identified on the Face Sheet of this Subgrant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Subgrant is funded through grant funds provided to the AWC from the Washington State Department of Commerce ("Commerce") from Washington's Climate Commitment Act ("CCA") appropriated pursuant to Sec. 1002. 2023 c 474 s 1007, providing funding for 2023-25 Energy Retrofits and Solar Power for Public Buildings to the AWC to fund energy audits on city-owned tier 1 and tier 2 covered buildings and collect and manage data on the costs for cities to comply with the requirements of RCW 19.27A.210 and 19.27A.250. This Subgrant is funded in whole by funds provided to AWC under the CCA pursuant to Commerce Grant Number 24-92601-012, dated July 29, 2024 (the "Commerce Grant"), as a subgrant of the Commerce Grant,

Subgrantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Subgrantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Subgrant, shall contain the following statement:

> "The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Subgrantee agrees to ensure coordinated CCA branding on work completed by or on behalf of the Subgrantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre- and during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

Funds under this Subgrant may only be used to pay for eligible services described in the AWC-approved Scope of Work (Attachment A). AWC shall pay, solely from and to the extent of funds received from Commerce under the Commerce Grant, an amount not to exceed $86,806.28 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work (Attachment A), within the Budget (Attachment B). Subgrantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget (Attachment B). If Subgrantee is unable to meet the requirements of this Subgrant for any reason during the Term of the Subgrant, the Subgrantee shall immediately notify AWC to negotiate a revised Scope of Work and Budget subject to AWC's approval.

In the event state funds appropriated for the Scope of Work contemplated under this Subgrant are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Commerce, and the parties hereto shall meet and renegotiate the Subgrant accordingly.

AWC makes no commitment of future support of Subgrantee and assumes no obligation for future support of the Scope of Work except as specifically provided for in this Subgrant.

4. BILLING PROCEDURES AND PAYMENT

AWC will pay Subgrantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC. Final invoices for the state fiscal year ending June 30 may be due sooner; AWC will provide notification of the end of fiscal year due date.

The invoice, including any attachments to the invoice, shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. If Commerce requires any additional detail, including any additional documentation, regarding work performed, progress of the project and fees, Subgrantee shall provide such additional detail and documentation. Each invoice shall include a "Cost Certification" of an Authorized Representative of the Subgrantee that invoiced amounts include only eligible amounts under this Subgrant and that Subgrantee has satisfied all requirements in the Scope of Work due to date.

The invoice shall include the Grant Number EAG25-02. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subgrantee.

AWC may, in its sole discretion, terminate the Subgrant or withhold payments claimed by the Subgrantee for services rendered if the Subgrantee fails to satisfactorily comply with any term or condition of this Subgrant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by AWC.

Duplication of billed costs

The Subgrantee shall not bill AWC for services performed under this Agreement, and AWC shall not pay the Subgrantee, if the Subgrantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed costs

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

AWC may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by AWC of the final report (or completion of the project, etc.).

5. SUBGRANTEE DATA COLLECTION

Subgrantee will submit reports, in a form and format to be provided by AWC, regarding work under this Subgrant performed by subgrantees and the portion of Subgrant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

Subgrantee shall provide reports to AWC as set forth in the Reporting Requirements (Attachment C)

6. SUBGRANTEE'S PROPRIETARY INFORMATION

The Subgrantee acknowledges that AWC is subject to chapter 42.56 RCW, the Public Records Act, and AWC acknowledges that the Subgrantee is subject to Chapter 42.56 RCW, the Public Records Act, and that this Subgrant will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Subgrantee to be Proprietary Information must be clearly identified as such by the Subgrantee. To the extent consistent with chapter 42.56 RCW, AWC will maintain the confidentiality of the Subgrantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Subgrantee's Proprietary Information, AWC will notify the Subgrantee of the request and of the date that such records will be released to the requester unless the Subgrantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Subgrantee fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

7. INSURANCE

The Subgrantee shall provide insurance coverage as set out in this section or shall provide self-insurance as set forth in Section 8. The intent of the required insurance is to protect AWC should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subgrantee or agents of

either, while performing under the terms of this Subgrant. Failure to maintain the required insurance coverage may result in termination of this Subgrant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name AWC, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subgrantee shall provide AWC thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Subgrantee shall submit to AWC within fifteen (15) calendar days of a written request by AWC, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subgrant, if required or requested, the Subgrantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subgrantee shall provide, at AWC's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that AWC will be provided thirty (30) days' advance written notice of cancellation.

The Subgrantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subgrant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than $1,000,000 per occurrence. Additionally, the Subgrantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Subgrantee shall maintain Cyber Liability Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under contract to the Subgrant. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Subgrant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subgrantee shall maintain Professional Liability or Errors and Omissions Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under Subgrant to the Subgrantee. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Subgrant shall be $100,000 or the highest of planned reimbursement for the Subgrant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name AWC Commerce as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Subgrant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name AWC and Commerce as beneficiary.

8. SELF-INSURANCE PROGRAMS

Subgrantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subgrant insurance requirements or as is customary to the contractor or Subgrantee's business, operations/industry, and the performance of its respective obligations under this Subgrant.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subgrantee provides: (1) a description of its self-insurance program, and

(2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subgrantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

9. FRAUD AND OTHER LOSS REPORTING

Subgrantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Subgrant immediately or as soon as practicable to the AWC Representative identified on the Face Sheet.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Subgrant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements

General terms and conditions

1. DEFINITIONS

As used throughout this Subgrant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Subgrantee's duly authorized representative and/or the designee duly authorized in writing to act on such representative's behalf.

B. "AWC" shall mean the Association of Washington Cities.

C. "Subgrant" means the entire written agreement between AWC and the Subgrantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Subgrant shall be the same as delivery of an original.

D. "Subgrantee" shall mean the entity identified on the face sheet performing service(s) under this Subgrant, and shall include all employees and agents of the Subgrantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Agent" shall mean one not in the employment of the Subgrantee, who is performing all or part of those services under this Subgrant under a separate Contract with the Subgrantee. The terms "agent" mean subgrantee/subcontractor(s) in any tier.

2. ACCESS TO DATA

The Subgrantee shall provide access to data generated under this Subgrant to AWC, Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subgrantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Subgrant shall be made by AWC.

4. ALL WRITINGS CONTAINED HEREIN

This Subgrant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Subgrant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Subgrantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Subgrant, nor any claim arising under this Subgrant, shall be transferred or assigned by the Subgrantee without prior written consent of AWC.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subgrant, in the event of litigation or other action brought to enforce Subgrant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- **i.** All material provided to the Subgrantee by AWC that is designated as "confidential" by AWC;
- **ii.** All material produced by the Subgrantee that is designated as "confidential" by AWC; and
- **iii.** All Personal Information in the possession of the Subgrantee that may not be disclosed under state or federal law.

B. The Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Subgrant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of AWC or as may be required by law. The Subgrantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subgrantee shall provide AWC with its policies and procedures on confidentiality. AWC may require changes to such policies and procedures as they apply to this Subgrant whenever AWC reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by AWC. Upon request, the Subgrantee shall immediately return to AWC any Confidential Information that AWC reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.

C. **Unauthorized Use or Disclosure**. The Subgrantee shall notify AWC within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Subgrantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subgrantee must comply with the following minimum requirements:

D. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subgrantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantees or parties to subcontracts and must comply with Chap. 42,23 RCW. However, Subgrantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subgrantee.

E. If the Subgrantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Subgrantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subgrantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Subgrant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Subgrantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Subgrant, but that incorporate pre-existing materials not produced under the Subgrant, the Subgrantee hereby grants to AWC and Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subgrantee warrants and represents that the Subgrantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Subgrantee shall exert all reasonable effort to advise AWC, at the time of delivery of Materials furnished under this Subgrant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Subgrant. The Subgrantee shall provide AWC with prompt written notice of each notice or claim of infringement received by the Subgrantee with respect to any Materials delivered under this Subgrant. AWC and Commerce shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subgrantee.

12. DISPUTES

In the event that a dispute arises under this Subgrant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options. In the event that a dispute arises under the Commerce Grant, Subgrant shall cooperate with AWC in resolving the dispute thereunder, providing documentation and other information as requested by AWC. In the event that Commerce seeks to enforce Subgrant's obligations hereunder, Subgrantee shall use its best efforts to amicably resolve such dispute, including use of alternative dispute resolution options.

13. DUPLICATE PAYMENT

AWC shall not pay the Subgrantee, if the Subgrantee has charged or will charge the State of Washington or any other party under any other Subgrant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Subgrant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, AWC, agencies of the state and all officials, agents and employees of the state and AWC, from and against all claims for injuries or death arising out of or resulting from the performance of the Subgrant. "Claim" as used in this Subgrant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by Subgrantee's agents, employees, representatives, or any subgrantee or its employees.

The Subgrantee's obligation shall not include such claims that may be caused by the sole negligence of the State or AWC or their agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, AWC or their agents or employees and (b) the Subgrantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subgrantee or its subgrantees, agents, or employees.

The Subgrantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE SUBGRANTEE

The parties intend that an independent Subgrantee relationship will be created by this Subgrant. The Subgrantee and its employees or agents performing under this Subgrant are not employees or agents of the state of Washington, Commerce, or AWC. The Subgrantee will not hold itself out as or claim to be an officer or employee of Commerce, AWC, or of the state of Washington by reason hereof, nor will the Subgrantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subgrantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Subgrantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subgrantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, AWC may collect from the Subgrantee the full amount payable to the Industrial Insurance Accident Fund. AWC may deduct the amount owed by the Subgrantee to the accident fund from the amount payable to the Subgrantee by AWC under this Subgrant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subgrantee.

18. LAWS

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Subgrantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subgrant.

20. LIMITATION OF AUTHORITY

Only the Chief Executive Officer of AWC or the CEO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subgrant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subgrant is not effective or binding unless made in writing and signed by the Authorized Representative and the Chief Executive Officer of AWC or the CEO's delegate.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Subgrant, the SUBGRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: SUBGRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUBGRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUBGRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Subgrant shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Subgrant.

B. Obligation to Cooperate. SUBGRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUBGRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, AWC or COMMERCE may suspend SUBGRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AWC and COMMERCE receive notification that SUBGRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event SUBGRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AWC or COMMERCE may terminate this Subgrant in whole or in part, and SUBGRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. SUBGRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Subgrant termination or suspension for engaging in discrimination, SUBGRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SUBGRANTEE may also be required to repay subgrant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. AWC shall have the right to deduct from any monies due to SUBGRANTEE or subcontractor, or that thereafter become due, an amount for damages SUBGRANTEE or subcontractor will owe AWC for default under this provision.

22. PAY EQUITY

The Subgrantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Subgrantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

- **i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- **ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- **iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subgrant may be terminated by the AWC, if AWC, Commerce, or the Department of Enterprise Services determines that the Subgrantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Subgrantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Subgrantee agrees not to publish or use any advertising or publicity materials in which the state of Washington, AWC, or Commerce's name is mentioned, or language used from which the connection with the state of Washington's, AWC's or Commerce's name may reasonably be inferred or implied, without the prior written consent of AWC.

25. RECAPTURE

In the event that the Subgrantee fails to perform this Subgrant in accordance with state laws, federal laws, and/or the provisions of this Subgrant, AWC reserves the right to recapture funds in an amount to compensate AWC for the noncompliance (including recaptured amounts AWC is required to provide to Commerce under the Commerce Grant) in addition to any other remedies available at law or in equity.

Repayment by the Subgrantee of funds under this recapture provision shall occur within the time period specified by AWC. In the alternative, AWC may recapture such funds from payments due under this Subgrant.

26. RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, data and other evidence relating to this Subgrant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subgrant.

The Subgrantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subgrant, shall be subject at all reasonable times to inspection, review or audit by AWC, personnel duly authorized by AWC, Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subgrantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Subgrantee shall provide right of access to its facilities to AWC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subgrant.

29. SAVINGS

In the event funding for this Subgrant from Commerce or any other state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subgrant and prior to normal completion, AWC may suspend or terminate the Subgrant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Subgrant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Subgrant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Subgrant.

31. SITE SECURITY

While on AWC premises, Subgrantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Subgrantee may only subgrant/subcontract with an outside Agent contemplated under this Subgrant if it obtains the prior written approval of AWC.

If AWC approves subgranting/subcontracting, the Subgrantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, AWC in writing may: (a) require the Subgrantee to amend its subgranting/subcontracting procedures as they relate to this Subgrant; (b) prohibit the Subgrantee from subgranting/subcontracting with a particular person or entity; or (c) require the Subgrantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Subgrant. The Subgrantee is responsible to AWC if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Subgrant. The Subgrantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Subgrant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Subgrantee to AWC for any breach in the performance of the Subgrantee's duties.

Every subgrant/subcontract shall include a term that AWC, Commerce, and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Subgrant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Subgrant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subgrantee's income or gross receipts, any other taxes, insurance or expenses for the Subgrantee or its staff shall be the sole responsibility of the Subgrantee.

35. TERMINATION FOR CAUSE

In the event AWC or Commerce determines the Subgrantee has failed to comply with the conditions of this Subgrant in a timely manner, AWC has the right to suspend or terminate this Subgrant. Before terminating the Subgrant, AWC shall notify the Subgrantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Subgrant may be terminated.

In the event of termination or suspension, the Subgrantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

AWC reserves the right to suspend all or part of the Subgrant, withhold further payments, or prohibit the Subgrantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subgrantee or a decision by AWC or Commerce to terminate the Subgrant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subgrantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of AWC and Commerce provided in this Subgrant are not exclusive and are, in addition to any other rights and remedies, provided by law or in equity, including terminating the Subgrant and/or instituting and prosecuting any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance by Subgrantee of its obligations hereunder.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Subgrant, AWC may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Subgrant, in whole or in part. If this Subgrant is so terminated, AWC shall be liable only for payment required under the terms of this Subgrant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Subgrant, AWC, in addition to any other rights provided in this Subgrant, may require the Subgrantee to deliver to Commerce any property specifically produced or acquired for the performance of such part of this Subgrant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

AWC shall pay to the Subgrantee (solely from and to the extent of funds provided by Commerce for this purpose) the agreed upon price, if separately stated, for completed work and services accepted by Commerce, and the amount agreed upon by the Subgrantee and Commerce for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Commerce, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director of Commerce shall determine the extent of the liability of Commerce. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Subgrant. AWC may withhold from any amounts due the Subgrantee such sum as AWC determines to be necessary to protect AWC and Commerce against potential loss or liability.

The rights and remedies of Commerce provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subgrant.

After receipt of a notice of termination, and except as otherwise directed by Commerce or the AWC, the Subgrantee shall:

A. Stop work under the Subgrant on the date, and to the extent specified, in the notice;
B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Subgrant that is not terminated;
C. Assign to Commerce, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subgrantee under the orders and subgrants/subcontracts so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of Commerce to the extent Commerce may require, which approval or ratification shall be final for all the purposes of this clause;
E. Transfer title to Commerce and deliver in the manner, at the times, and to the extent directed by Commerce any property which, if the Subgrant had been completed, would have been required to be furnished to Commerce;
F. Complete performance of such part of the work as shall not have been terminated by Commerce; and
G. Take such action as may be necessary, or as Commerce may direct, for the protection and preservation of the property related to this Subgrant, which is in the possession of the Subgrantee and in which Commerce has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by Commerce shall remain in Commerce. Title to all property furnished by the Subgrantee, for the cost of which the Subgrantee is entitled to be reimbursed as a direct item of cost under this Subgrant, shall pass to and vest in Commerce upon delivery of such property by the Subgrantee. Title to other property, the cost of which is reimbursable to the Subgrantee under this Subgrant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of this Subgrant, or (ii) commencement of use of such property in the performance of this Subgrant, or (iii) reimbursement of the cost thereof by AWC or Commerce in whole or in part, whichever first occurs.

A. Any property of AWC or Commerce furnished to the Subgrantee shall, unless otherwise provided herein or approved by AWC or Commerce, as applicable, be used only for the performance of this Subgrant.
B. The Subgrantee shall be responsible for any loss or damage to property of AWC or Commerce that results from the negligence of the Subgrantee or which results from the failure on the part of the Subgrantee to maintain and administer that property in accordance with sound management practices.
C. If any AWC or Commerce property is lost, destroyed or damaged, the Subgrantee shall immediately notify AWC or Commerce, as applicable, and shall take all reasonable steps to protect the property from further damage.
D. The Subgrantee shall surrender to AWC all property of AWC and shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Subgrant.
E. All reference to the Subgrantee under this clause shall also include Subgrantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subgrant unless stated to be such in writing and signed by AWC.

40. THIRD PARTY BENEFICIARY

Commerce is a third-party beneficiary of this Subgrant and shall have the right to enforce this Subgrant directly against the Subgrantee.

Attachment A: Scope of Work

Background
The purpose of the grant is to assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits and collecting data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC will fully or partially fund eligible Tier 1 and Tier 2 buildings, based on availability of funding. Funding will be awarded only for the cost of the audit, on a reimbursement basis.

Subgrantee responsibilities
The subgrantee will contract with a qualified energy auditor to conduct an energy audit of the city's qualifying buildings and submit reporting materials and invoicing as outlined in Attachment C.

The audit will contain a detailed analysis of the existing systems. The audit will include an evaluation of the economic performance and investment value of the EEMs (payback calculation and/or LCCA), which will meet the requirements of the CBPS.

- The auditor must be a qualified energy auditor, per Commerce's specifications:
  - A person acting as the auditor of record, having training, expertise, and three years professional experience in building energy auditing, and any one of the following:
    - A licensed professional architect or engineer
    - A Building Energy Assessment Professional (BEAP) certified by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
    - A Certified Energy Auditor (CEA) certified by the Association of
    - Energy Engineers (AEE)
- The auditor must complete an energy audit in accordance with Section 8 of the Washington State CBPS. The audit must:
  - Include an audit summary in accordance with Normative Annex Z6.4 Form D of the Washington State CBPS.
  - Verify energy savings calculations of each EEM.
  - Verify that the combined savings of multiple EEM accounts for interactive effects.
  - Verify individual EEM costs evaluated by the energy audit.
  - Certify that the energy savings of the package of EEMs meets or exceeds projected energy savings in accordance with Section 9 of the CBPS.
  - For Tier 1 buildings that will not meet the EUIt and will be pursuing compliance through the investment criteria, the energy audit shall be an ASHRAE level 2 audit and include a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the CBPS.
  - For Tier 1 buildings, the audit will identify opportunities for EEMs that, if implemented, would either meet the EUIt for the building or meet the investment criteria requirements of Normative Annex X of the CBPS.
- The auditor must complete a building improvement plan that includes:
  - A description of each Tier 1 or Tier 2 covered building and the building's systems including the physical address, building owner authorized representative name and contact information, and, for Tier 1 buildings, the CBPS Building ID.
  - The baseline energy consumption for each facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period. The calendar period must not be shorter than twelve consecutive months and shall be from within the previous 2 years prior to the energy audit.
  - Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions (EEMs).
  - For Tier 1 buildings, the recommended EEMs to be installed in order to achieve compliance with the EUIt or if complying through the investment criteria.
    - The auditor shall check with the utility provider and provide rebate recommendations that align with identified EEMs.
  - The standards of comfort and service appropriate for the facility.

- The estimated energy savings and energy cost savings that are expected from the installation of the energy efficiency equipment, and an explanation of the method or methods used to make the estimate.
- The maximum allowable construction cost, itemized in detail.
- Energy Use Intensity Calculations (Form C). Energy Star Portfolio Manager account for energy benchmarking, except buildings unable to meet Section 5.2, “Building Energy Monitoring” as referenced in Section Z6.3 of the CBPS.
- For Tier 1 buildings, Energy Audit Forms (Form D) (Z6.4.1) and for buildings seeking compliance through the investment criteria, Annex X, Investment Criteria Tool (Form F) (Z6.5).

The energy auditor will send the city the finalized audit and the building improvement plan.

The subgrantee will complete an energy audit of the the following city-owned public buildings:

- 251 1st Street, Bremerton, WA 98337
- 1025 Burwell Street, Bremerton, WA 98337
- 100 Washington Avenue, Bremerton 98337
- 680 Lebo Blvd., Bremerton, WA 98337
- 502 5th Street, Bremerton, WA 98337

Attachment B: Budget

Budget
$86,806.48

Budget narrative
Funds will be used to pay the costs of energy audits by a qualified energy auditor for the following buildings:

- 251 1st Street, Bremerton, WA 98337
- 1025 Burwell Street, Bremerton, WA 98337
- 100 Washington Avenue, Bremerton 98337
- 680 Lebo Blvd., Bremerton, WA 98337
- 502 5th Street, Bremerton, WA 98337

Attachment C: Reporting Requirements

No later than May 31, 2025, the city must submit the following to AWC:

Audits of Tier 1 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - Compliance pathway, if applicable
  - Performance metric for each building
  - Estimated cost of meeting the Energy Performance Metric
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS
- A completed Form D Audit Report

Audits of Tier 2 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - The identified Energy Efficiency Measures (EEMs)
  - Range of estimated costs to implement the EEMs
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS

All work must be completed, and reports and reimbursement requests submitted, no later than May 31, 2025.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A4

SUBJECT:
Professional Services Agreement with CONSOR North America, Inc. for Manganese Treatment Facilities (Eastside) Final Design

Study Session Date:	March 12, 2025
COUNCIL MEETING Date:	March 19, 2025
Department:	Public Works & Utilities
Presenter:	David Powell
Phone:	(360) 473-5268

The City's existing Wells 13 and 14 have manganese levels exceeding the Environmental Protection Agency's Secondary Maximum Contaminant Level requirements. In 2023, the City completed pilot testing for both wells on different filter media options for manganese removal in anticipation of constructing a full-scale treatment system. Pump Station 16, located on the same site as Well 13, is nearing the end of its useful life and has insufficient capacity to meet summertime peak demands. A new filtration facility and pumping station are needed.

Staff conducted a competitive selection process for qualified consultants to complete the design. CONSOR North America, Inc, was selected. CONSOR completed an alternatives analysis that shows a new treatment plant and new Pump Station 16 located on the Well 14 site as the most cost-effective solution. This design contract is for a new filtration and pumping facility located on the Well 14 site for $749,615.

ATTACHMENTS: 1. Contract; 2. Location Map

FISCAL IMPACTS (Include Budgeted Amount): The design and construction of this project is funded in the approved 6-year Water CIP and is identified as Project WT00054.2 titled Manganese Treatment Facilities – Eastside and PS#16 (Retrofit/Rebuild) for $6,500,000.

The City has secured a DWSRF loan to fund the project.

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

RECOMMENDED MOTION: Move to award the contract for Manganese Treatment Facilities (Eastside) Final Design to CONSOR in the amount of $749,615, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

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

PROFESSIONAL SERVICES AGREEMENT

Final Design Contract for
Manganese Treatment Facilities (Eastside) and PS 16

The City of Bremerton ("City") and Consor North America, Inc ("Consultant"), referred to collectively as the "Parties," enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 6, 2025, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

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

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed $749,615. Consultant's charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

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

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

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

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and

its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

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

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

V. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

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

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

VII. General Conditions:

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

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

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

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

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

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the

work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

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

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

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

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

Notices to be sent to:	Notices to be sent to:
CITY:	CONSULTANT:
Attn: David Powell, PE City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337-1891	Attn: Nathan Rostad, PE CONSOR North America, Inc 1102 Broadway Plaza, Suite 401 Tacoma, WA 98402

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:	CONSULTANT:
CITY OF BREMERTON	CONSOR North America, Inc
By:_____	By:_____
Print Name: Greg Wheeler	Print Name: Nathan Rostad
Its: Mayor	Its: Senior Engineer
Date:_____	Date:_____
APPROVED AS TO FORM:	ATTEST:
By:_____	By:_____
Kylie J. Finnell, Bremerton City Attorney	Angela Hoover, City Clerk

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EXHIBIT A

SCOPE OF SERVICES

FINAL DESIGN CONTRACT FOR MANGANESE TREATMENT FACILITIES (EASTSIDE) AND PS 16

CITY OF BREMERTON

Project Overview and Understanding

Consor (Consultant) has developed the following Scope of Services and accompanying engineering fee estimate for the City of Bremerton (City) Final Design Contract for Manganese Treatment Facilities (Eastside) and Pump Station 16 (PS 16) project.

Wells 13 and 14 are located approximately 1,300 feet from each other along Central Valley Rd NE outside of the City limits within Kitsap County, and PS 16 and Well 13 are located on the same small, 6,100 square foot parcel. PS 16 was constructed in 1975 and is scheduled for improvement to increase capacity, improve the station layout to be more operator friendly, replace aging equipment, and relocate chlorine storage to within a new pump station structure. After discovering manganese levels exceeding the secondary maximum contaminant level and its system wide manganese goals in its Eastside Wells 13 and 14, the City recently completed pilot testing for manganese treatment that showed a single treatment facility to treat both wells would be more cost effective than separate treatment facilities for each well. Given the proximity and interrelated nature between the wells and pump station, the City decided to execute one project to construct a new upgraded PS 16 and construct a manganese treatment facility for Wells 13 and 14.

Phase 1 of the project included a siting alternatives evaluation to determine the preferred location for the new manganese treatment facility and improved PS 16. The alternatives evaluation selected to locate the new treatment facility and new PS 16 at the Well 14 site. These results of the initial phase evaluation and analyses will serve as the basis for preliminary and final design to be completed under this Phase 2 scope of work. The high-level scope of improvements for the project includes the following:

- New combined pump station and manganese treatment facility with backwash storage tank and standby generator located at the Well 14 site.
- New 12-inch diameter E240 Zone pipeline to function as a suction line for the new pump station.
- Replacement of Well 14 pump, motor, and motor starter.
- Replacement of well houses with new pre-fabricated fiberglass buildings for Wells 13 and 14.
- Demolition of PS 16.

- Construction of a new building at the Well 13 site to house the electrical and controls equipment, including a new PLC control panel for the Well 13 site.
- New dedicated transmission pipeline to convey treated water from the new treatment facility to the transmission main that currently conveys Well 13 flow to Reservoirs 17 & 20.

The City intends to pursue Drinking Water State Revolving Fund (DWSRF) funding for the project. This Scope of Services and accompanying fee estimate have been developed based on the previously completed alternatives evaluation, discussions with the City, and Consor's understanding of the project.

Project Approach

The engineering services provided by Consor will be phased into separate activities as shown below:

- Phase 1: Siting alternatives evaluation – Separate scope of services recently completed for this project.
- Phase 2: Preliminary Design, Final Design, Bidding Support, and Construction Support – Includes the Scope of Services contained herein.

Scope of Services

The proposed Scope of Services is for engineering services for Phase 2 of the Eastside Manganese Treatment and PS 16 Improvements project and is divided into the following work tasks.

- Task 1 Project Management
- Task 2 Data Collection, Geotechnical Investigation, and Base Map Preparation
- Task 3 Preliminary Design
- Task 4 Final Design
- Task 5 Permitting
- Task 6 Bidding Support
- Task 7 Construction Support
- Task 8 Management Reserve

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

1.1 Invoices and Status Reports

Prepare and submit electronic monthly invoice for review and approval by the City. Each invoice shall include the following information.

- Billing period (start and end date) included in the invoice
- Description of work accomplished in each WBS/contract task for the billing period
- Name, billing rate and hours for each resource that worked on each task
- Percent spent vs. percent completed (by task if appropriate to the project)
- Potential out-of-scope work items

1.2 Project Schedule

Prepare a project schedule and manage schedule through completion of this Scope of Services.

1.3 Project Coordination

Coordinate with City Project Manager. Manage project staff and manage subconsultant contracts. Communicate scope and schedule expectations with subconsultants and staff. Coordinate and manage subconsultant and staff work to meet overall project goals.

1.4 Quality Management

Perform in-house quality assurance reviews of work products of staff and subconsultants. Confluence Engineering will provide quality assurance reviews of water age modeling work conducted by Consor.

1.5 Kick-off Meeting

Prepare for and attend a virtual kick-off meeting with City staff.

Provided by the City

- Timely review and processing of consultant invoices
- Review of kick-off meeting agenda and meeting summary prepared by Consor

Task Deliverables

- Project schedule
- Up to forty (40) months of progress reports and invoices

Assumptions

- Consultant assumes a Notice to Proceed date in early November 2024.
- The total length of this phase of the project is estimated to be up to forty (40) months.
- The kickoff meeting will be virtual and attended by up to two (2) Consor staff.
- Project schedule will be developed and maintained using MS Project.
- Project schedule will be provided at the start of the project, and up to three (3) project schedule updates will be provided (PDF format) at 30%, 60%, and 90% deliverables.

Task 2 – Data Collection, Geotechnical Investigation, and Base Map Development

Objective

Collect and review data for the project for use in subsequent tasks, geotechnical investigation and reporting for the Well 13 site to inform of potential geotechnical design requirements at the site, and continued development of a base map for use in the subsequent design phase.

2.1 Data Collection and Review

Prepare a list of data needed for the project, submit to the City, and coordinate with the City during the data collection process. Gather relevant GIS data from publicly available sources. Review data and information collected and extract relevant information for the project. Coordinate with utility companies, request utility as-built plans, review information received, and incorporate pertinent information into the survey base map. Consor's electrical and instrumentation subconsultant, Industrial Systems, Inc. (Industrial Systems), will perform a site visit to collect additional field information.

2.2 Site Survey and Base Map Development

Coordinate surveying tasks with surveying subconsultant, review draft survey information, and coordinate with surveyor on work required to complete survey to City standards and requirements of the project. Topographic and Boundary Survey will be completed by Consor subconsultant, AES Consultants, Inc. (AES).

This task includes review and cleanup of the site survey AutoCAD files provided by AES, and development of a base map suitable for design of the proposed improvements.

Prepare a topographic survey of the right of way of Central Valley Road between the Well 14 and Well 13 sites. The topography will include 1-foot contours, the road improvements, locatable underground utilities, visible surface level utilities, and existing structures within the right of way.

2.3 Geotechnical Field Investigation and Reporting

Consor's geotechnical engineering subconsultant, Robinson Noble, a Terraphase Company (Robinson Noble) to provide geotechnical engineering services consisting of subsurface exploration and analyses to assess and develop recommendations at the Well 13 site. Summarize the results of the subsurface investigations in a report including seismic design parameters, foundation recommendations, excavation and shoring recommendations, and groundwater considerations.

Consor to coordinate with the geotechnical engineer on location and size of proposed improvements. Consor to coordinate subsurface investigative tasks with geotechnical engineer, and review draft and final geotechnical reports.

2.4 Cultural Resources Survey

Support the City's application for project funding from the Drinking Water State Revolving Fund (DWSRF). Consor's cultural resources subconsultant, ASM Affiliates, Inc. (ASM), to conduct a cultural resources survey at Well 13 and Well 14 sites and prepare a technical report for the project written in compliance with the Washington State Department of Archaeology and Historic Preservation (DAHP) guidelines and applicable regulations. ASM to conduct records searches of site forms, previous cultural resources reports, and archival review of existing documentation to determine cultural resources concerns or historical properties located within 1 mile of the project area(s).

Fieldwork to include an intensive survey to examine exposed ground surfaces for archaeological resources. Subsurface excavation to be conducted using a judgmental method. Shovel test probe (STP) excavations to be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of identified site boundaries. STPs to be excavated at 20 meter intervals to a maximum depth of 100 cm below surface. Sediment from excavations to be screened through ¼-inch hardware mesh, documented on ASM forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of

excavations and identified cultural resources to be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

2.5 Utility Coordination

Coordinate with utility companies, request utility as-built plans, review information received, and incorporate pertinent information into the survey base map. Industrial Systems to coordinate with the electrical utility for changes to or installation of a new electrical service at both well sites.

Provided by the City

- Timely responses to data requests
- Submission of One Call requests and field locating of utilities prior to field surveying.
- Access to the sites for completion of field work.

Assumptions

- City will provide available data within two (2) weeks of request.
- One data request list will be developed and submitted to the City.
- The City will locate the AC water main within Central Valley Road.
- Topographic survey of Central Valley Road will extend along the proposed alignment of up to two new water mains between the Well 13 and Well 14 sites.
- Geotechnical investigation will be limited to the Well 13 site during this phase and will include up to three (3) shallow borehole excavations and up to 6 grain size analyses and moisture contents around the perimeter of the proposed building footprint as allowed by existing structures and underground utilities.
- Cultural resources survey will include a maximum of 30 STPs excavated.
- PS 16 will not require inventory/evaluation as a historic structure.
- The existing well buildings will not require inventory/evaluation as historic structures (<50 years old at time of demolition).
- Indirect impacts analysis is not required.
- NRHP evaluation, data recovery, historic property inventory/evaluation, and/or on-site monitoring for any cultural resources identified will be performed under augment.

Consultant Deliverables

- Data request list(s)
- Survey base map
- Draft and final geotechnical reports for the Well 13 site, in PDF format.
- Cultural resources technical report, in PDF format.

Task 3 – Preliminary Design

Objective

Coordinate with City staff on key design elements, development of preliminary plans to the 30% completion level, and development of a project report for submittal to the Washington State Department of Health (DOH). Consor subconsultant CG Engineering (CG) will perform structural engineering design and Industrial Systems will perform electrical, instrumentation, and controls design.

3.1 Hydraulic Modeling and Analysis

Using the City's updated hydraulic model, perform analyses to perform pump sizing and selection for the new PS 16.

3.1.1 Pump Sizing and Selection

Coordinate with the City on capacity requirements and planned operation of the pump station, considering pump runtimes, storage replenishment rates, and supply redundancy. Incorporating pipeline configuration resulting from water age modeling, conduct hydraulic modeling to evaluate maximum flows that could be pumped from the proposed pump station to Reservoirs 17 and 20 without causing negative distribution system impacts. Develop system head curves based on detailed information on the interior layout and size of piping, control valves and meters within the pump station; also consider existing and proposed offsite water main size. Select basis of design pumps based upon required flow and head conditions, available pump manufacturer data, and efficiencies.

3.2 Design Criteria

Refine the preliminary design criteria gathered during Phase 1 for the proposed improvements based on City standards, regulatory agency requirements, completed services by subconsultants, and coordination with the City on equipment preferences.

3.3 Stormwater Analysis

Develop a conceptual drainage plan for use during the pre-submittal conference based on the Kitsap County Stormwater Management Manual. Develop a stormwater management report based on the Kitsap County Stormwater Management Manual.

3.4 30% Design

3.4.1 30% Preliminary Plans and Cost Estimate Submittal

Prepare preliminary plans at the 30% completion level for the treatment and pump station facility and other proposed site improvements using the information developed in prior tasks and the selected alternative in the Alternatives Analysis. Develop preliminary plans at a 1"=20' scale for site improvements and between ¼"=1' and ½"=1' scale for the treatment and pump station facility. Prepare a preliminary construction cost estimate for the proposed treatment and pump station facility, new water mains, and associated site improvements.

3.4.2 30% Design Review Workshop

Prepare for and attend a virtual meeting with City staff to present the results of Task 3.4.1, gather input, and modify the 60% design plans based on City input.

3.5 Department of Health (DOH) Project Report

Prepare a Preliminary Design Report (Project Report) that documents the project background, proposed improvements, design criteria, analyses, discussion of operations and maintenance requirements, cost estimate, and project schedule. Include in the appendix the 30% preliminary plans, and the technical memoranda from the prior phase and reports from services performed by subconsultants. Prepare the Preliminary Design Report to fulfill the DOH Project Report requirements for facility projects.

Modify report based on City review comments and submit copies of final report to City and DOH. Submit the Preliminary Design Report and required DOH forms to DOH for review in accordance with the project report requirements for proposed facility projects. Coordinate with DOH staff and provide written responses to comments received from DOH's review of the report.

Provided by the City

- Input on equipment preferences, pump station capacity requirements, and proposed operation.
- Attendance and participation at meetings and workshops.
- Hydraulic model of water system.
- Review of the preliminary design plans, project report, and preliminary construction cost estimate with one compiled written set of comments prior to the 30% review meeting.

Assumptions

- The hydraulic model provided by the City does not require calibration and its accuracy is sufficient to perform the analysis outlined in this scope. Modeling for system curve development and pump selection will be limited to up to 10 hours of effort.
- The 30% preliminary plans will be updated to reflect City review comments prior to finalizing the Preliminary Design Report and submitting it to DOH.
- The 30% plan set will consist of up to 30 sheets.
- The 30% plans will include a preliminary landscaping plan to be used for the permitting pre-application meeting.
- The City review period will be up to three (3) weeks.
- Up to two (2) virtual workshops will be attended by up to three (3) Consor staff.
- For the purposes of stormwater management, new plus replaced hard surfaces that are not associated with underground utility work will be less than 5,000 square feet. WWHM modeling for flow control will not be required, and stormwater design will be limited to evaluation of onsite BMPs to satisfy Minimum Requirement #5.

Consultant Deliverables

- Workshop agendas and summaries for up to two (2) workshops.
- Draft and final stormwater management report in PDF format.
- An electronic copy (PDF format) of 30% preliminary plans at half size (11x17) and 30% preliminary construction cost estimate.
- Draft and final Preliminary Design Reports will be submitted to the City in Word and PDF format.
- An electronic copy (PDF format) of the Final Preliminary Design Report to be submitted to DOH.

Task 4 – Final Design

Objective

Produce final design plans, specifications, and construction cost opinion for the project based on the 30% preliminary plans and design elements documented in the Preliminary Design Report. Final design plans, specifications, and cost opinions will be developed to the 60% and 90% completion levels for review by the City. Final bid-ready plans, specifications, and cost estimate will incorporate prior City review comments and be suitable for bidding.

4.1 60% Design

4.1.1 60% Plans, Specifications, and Cost Estimate Submittal

Develop plans at a 1”=20’ scale for site improvements and piping plan/profile and between ¼”=1’ and ½”=1’ scale for treatment and pump station facility and include details. Specifications to include the City’s front-end contract documents and general conditions and Consor’s technical specifications in MasterFormat 50 Division CSI format. Format the cost opinion to reflect the bid items in the bid schedule of the contract documents. Review plans, specifications, and cost opinions developed by subconsultants for design consistency prior to incorporating into the design submittal.

4.1.2 60% Design Review Workshop

Prepare for and attend a virtual meeting with City staff to present the results of Task 4.1.1, gather input, and modify the 90% design plans and specifications based on City input.

4.2 90% Design

4.2.1 90% Plans, Specifications, and Cost Estimate Submittal

Further develop design plans, specifications, and cost opinion to the 90% completion level based on the 60% design submittal and modifications from the City’s review comments. Review plans, specifications, and cost opinions developed by subconsultants for design consistency prior to incorporating into the design submittal.

4.2.2 90% Design Review Workshop

Prepare for and attend a virtual meeting with City staff to present the results of Task 4.2.1, gather input, and modify the final bid-ready design plans and specifications based on City input.

4.3 Final Bid Ready Document Submittal

Further develop design plans, specifications, and cost opinion to the 100% completion level based on the 90% design submittal and modifications from the City's review comments. Submit stamped and signed bid-ready contract documents and plans to the City. Update bid proposal quantities to reflect a bid-ready design package. Review plans, specifications, and cost opinions developed by subconsultants for design consistency prior to incorporating into the final submittal.

Provided by the City

- Complete technical review of the design submittal documents and provide one (1) compiled written set of comments for each submittal prior to the review meetings.
- Attendance and participation at meetings and workshops.
- City standard front-end Division 0 and 1 contract documents and specifications in MS Word format.

Assumptions

- The 60% plan set will consist of up to 75 sheets. The 90% and final plan sets will consist of up to 100 sheets.
- PLC and SCADA programming will be completed by others.
- Telemetry, instrumentation and control designs for the project will be coordinated with the City's integrator for compatibility with the City's existing system.
- Arc flash studies are not included in this scope. This study will be addressed via specification and be a requirement of the construction contractor when equipment is known.
- No hoisting systems will be included in the design. Roof hatches will be provided for pump extraction.
- The design of the backwash tank will be performed by the supplier during construction. The contract documents will include a performance specification for the tank.
- An irrigation system will not be included in the design, but will be designed by the contractor based upon a performance specification in the contract documents.
- The project will not include any work related to the pipe outfall on the Well 14 site steep slope.
- City review period is assumed to be three (3) weeks for the 60% and 90% submittals.
- The following workshops will be virtual and be attended by up to three (3) Consor staff.
    - 60% design review workshop
    - 90% design review workshop
    - Final design engineering workshop

Consultant Deliverables

- Workshop agendas and summaries

- Submission of 60% and 90% design packages includes an electronic copy (PDF format) of the half size (11x17) plan set, specifications, and engineer's opinion of probable construction cost; including MS Word documents of the specifications.

- Submission of Final Bid-Ready package includes an electronic copy (PDF format) of the plan set (11x17 and 22x34), specifications, and engineer's opinion of probable construction cost; including MS Word documents of the specifications and design drawings in AutoCAD.

Task 5 – Permitting

Objective

Apply for and obtain permitting approvals for construction of the project.

5.1 Pre-Submittal Conference

Prepare for and attend a Kitsap County pre-submittal conference with the County.

5.2 Permit Application Preparation and Support

Prepare and submit complete application packages for the project associated with the new treatment and pump station facility construction and associated site improvements. Consor's subconsultant, Farallon Consulting dba Grette Associates (Grette), to perform critical areas studies to support permitting at both well sites and provide SEPA application assistance.

Coordinate with City and Kitsap County permitting agencies during development of application packages. Develop and submit responses to agency review comments. Coordinate with agencies throughout the application review.

Provided by the City

- Review draft application packages and environmental documents and provide one set of compiled review comments.

- Payment of all permit application and review fees.

- Obtaining an NPDES Construction Stormwater General Permit (CSWGP) from the Washington Department of Ecology, should the County require a CSWGP be obtained for the project.

Assumptions

- Pre-submittal conference with Kitsap County will be attended by up to two (2) Consor staff.

- City will submit applications to the reviewing agency and be the main point of contact for agencies.

- The following application packages are anticipated to be submitted following the 30% design submittal:

    - Administrative Conditional Use Permit
    - Critical Areas Permit
    - SEPA Environmental Checklist

- The following application packages are anticipated to be submitted following the 90% design submittal; alternatively, they will be submitted sooner as allowed by the agency.

- Commercial Building Permits
- Site Development Activity Permit
- Fire Code Permit
- Right of Way Permit
- DOH Construction Documents Review

- No more than one response to agency compiled review comments are anticipated per application package.
- Total Consor staff effort for permit application preparation and responses will be limited to up to seventy (70) hours.
- It is anticipated that the SEPA determination issued by the County will be a Determination of Non-Significance or Mitigated Determination of Non-Significance. The County will accept this project as being "self-mitigating".
- The Critical Areas Report prepared by Grette and the SEPA determination will meet the environmental review requirements for DWSRF funding. No additional environmental studies or applications will be required.

Consultant Deliverables

- Critical Areas report in pdf format.
- Application packages (drafts for City review and finals for agency review) for the items listed under Task 5.2.
- Responses to agency review comments.

Task 6 – Bidding Support

Objective

Assist the City on an as-needed basis up to the Task 6 budget during bidding and award of the project.

6.1 Bidder Inquiries and Addenda

At the direction of the City and up to the budget amount, respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project, plans, and specifications. Prepare addenda for use by the City in issuing addenda.

6.2 Pre-Bid Conference

Attend a pre-bid conference for the project and provide support to the City for specific agenda items.

Provided by the City

- Lead in tasks associated with bid advertisement, addenda distribution, plan holder administrations, bid evaluation, bid tabulation etc.
- Lead receiving questions from bidders, subcontractors, equipment suppliers and other vendors.

Assumptions

- Only at the request of the City will Consor or its subconsultants provide support services during project bidding.
- The Pre-bid Conference will be attended by up to two (2) Consor team members.

Consultant Deliverables

- Draft addenda for the City to distribute to plan holders.
- Written responses to up to five (5) bidder's questions.
- Draft materials to support up to one (1) addenda.

Task 7 – Construction Phase Support

Objective

Assist the City on a limited basis during the construction phase of the project up the Task 7 budget.

7.1 Construction Support

At the direction of the City and up to the Task 7.1 budget amount, review specific construction submittals/resubmittals, assist with issuing clarifications to the construction contractor, assist with review of contractor changes and change order negotiation, conduct site visits, and participate in construction meetings including the pre-construction meeting.

7.1.1 Submittal Review

Provide review of select contractor submittals

7.1.2 Requests for Information

Provide technical input on contractor requests for information (RFIs).

7.1.3 Contract Change Management

Assist with review of contractor change order proposals and change order negotiation.

7.2 Site Visits and Construction Meetings

Attend a limited number of construction meetings and perform select site meetings. CG to perform structural observations and Robinson Noble to provide site visits for subgrade verification to meet building code requirements.

7.3 Record Drawings

Update design drawings to account for any deviations identified during construction.

Provided by the City

- The City will provide on-site inspection and will take the lead in administering and managing all aspects of the construction contract and communicating with the construction contractor.

Assumptions

- Consor to review up to 20 submittals, and up to 10 resubmittals.
- Consor to review and respond to up to 8 requests for information (RFIs).
- Consor to assist with review of contractor changes and change order negotiation for up to 2 change orders.
- Up to 16 hours per attendee are allocated for attendance at construction meetings by Consor for up to two (2) Consor staff.
- Up to 16 hours per attendee are allocated for site visits during construction for up to two (2) Consor staff.
- CG will perform up to four structural observations and Robinson Noble will perform up to four site visits for subgrade verification.
- Only at the request of the City will Consor or its subconsultants provide support services during construction.
- The City will provide markups for Consor to develop record drawings.

Consultant Deliverables

- Responses to submittals, RFIs, change order proposals.
- Inspection reports.
- Record drawings.

Task 8 – Management Reserve

This task provides a management reserve allowance that may be used to address unforeseen tasks necessary for any of the project components. This allowance may only be utilized based on written authorization from the City's project manager.

Budget

Work will be performed on a time and expense basis with a total not to exceed amount as shown on the attached Fee Estimate (Exhibit C).

EXHIBIT B

PROJECT SCHEDULE

The estimated schedule for the Scope of Services is based on an assumed notice to proceed at the beginning of November 2024 and estimated completion of the project in August 2028. A detailed schedule will be prepared after notice to proceed is provided by the City.

- **Design/Permitting** – 14 months, March 2024 – May 2026
- **Bid/Award Construction** – 2 months, June 2026 – August 2026
- **Construction** – 24 months, August 2026 – August 2028

Item	Milestone
Notice To Proceed	Early March 2025
30% Design Submittal	June 2025
60% Design Submittal	September 2025
90% Design Submittal	December 2025
Permit Approvals Complete	March 2026
Bid Ready Design Submittal	May 2026
Bid Opening	June 2026
Construction Start	August 2026
Project Complete	August 2028

EXHIBIT C

Compensation

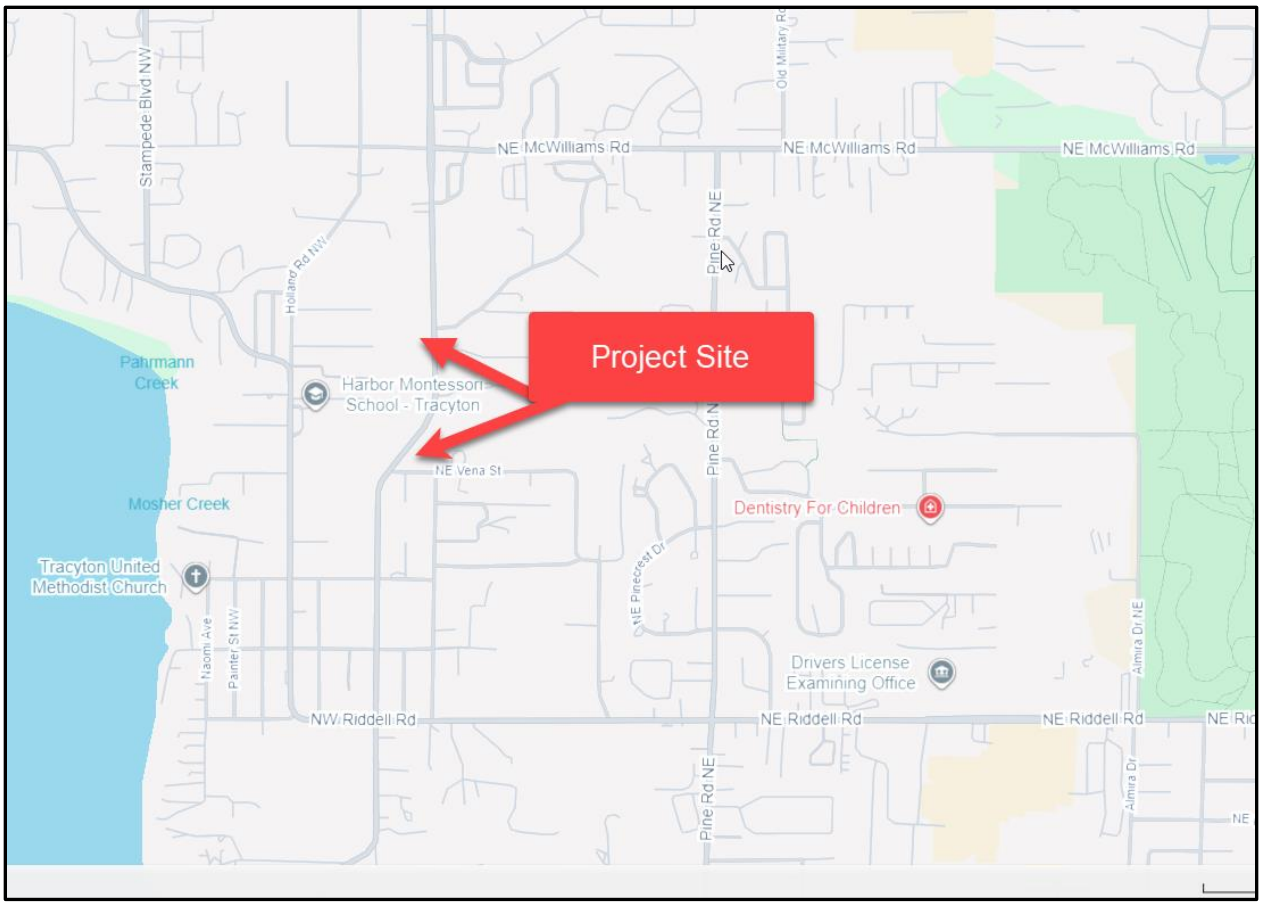
Contract Total (Refer to Attached Fee Estimate): $749,615

EXHIBIT C

FINAL DESIGN CONTRACT FOR MANGANESE TREATMENT FACILITIES (EASTSIDE) AND PS 16
CITY OF BREMERTON
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)																			
	Tech. Advisor	PM	PE	EIT	CAD	Modeling				Subconsultants										
	Principal Engineer VI	Principal Engineer III	Professional Engineer VII	Engineering Designer II	Technician II	Professional Engineer VII	Administrative III	Hours	Labor	Structural - CG	E&IC - Industrial Systems	Geotech - Robinson Noble	Survey - AES	Environmental Permitting - Grette	QA/QC - Confluence Engineering	Cultural Resources - ASM	Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
Staff Name	$346 OdellLee	$308 RostadNat	$233 BurnsHea	$154 ColbergJac	$160 CloudDer	$230 TrottKev	$147 DeHavenPat													
Task 1 - Project Management																				
Task 1.1 - Invoices and Status Reports		20	40				40	100	$ 21,385								1.05	$ -	$ -	$ 21,385
Task 1.2 - Project Schedule and Updates		40						40	$ 12,305								1.05	$ -	$ -	$ 12,305
Task 1.3 - Project Coordination		60						60	$ 18,457								1.05	$ -	$ -	$ 18,457
Task 1.4 - Quality Management	22	38						60	$ 19,297								1.05	$ -	$ -	$ 19,297
Task 1.5 - Kick-off Meeting		3	5					8	$ 2,090								1.05	$ -	$ -	$ 2,090
Task 1 Subtotal	**22**	**161**	**45**	**0**	**0**	**0**	**40**	**268**	**$ 73.533**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ 73.533**
Task 2 - Data Collection, Geotechnical Investigation, and Base Map																				
Task 2.1 - Data Collection and Review		5	8	12				25	$ 5,251		$ 4,048						1.05	$ 4,250	$ -	$ 9,501
Task 2.2 - Site Survey and Base Map Development		3	7	8	8			26	$ 5,068				$ 10,210				1.05	$ 10,721	$ -	$ 15,789
Task 2.3 - Geotechnical Field Investigation and Reporting		1	2	4				7	$ 1,390			$ 8,000					1.05	$ 8,400	$ -	$ 9,790
Task 2.4 - Cultural Resources Survey		4	8	8				20	$ 4,328							$ 17,900	1.05	$ 18,795	$ -	$ 23,123
Task 2.5 - Utility Coordination		2	3	6				11	$ 2,238		$ 2,946						1.05	$ 3,093	$ -	$ 5,331
Task 2 Subtotal	**0**	**15**	**28**	**38**	**8**	**0**	**0**	**89**	**$ 18.275**	**$ -**	**$ 6.994**	**$ 8.000**	**$ 10.210**	**$ -**	**$ -**	**$ 17.900**		**$ 45.259**	**$ -**	**$ 63.534**
Task 3 - Preliminary Design																				
Task 3.1 - Hydraulic Modeling and Analysis								0	$ -								1.05	$ -	$ -	$ -
3.1.1 Pump Sizing and Selection		3		25		10		38	$ 7,068								1.05	$ -	$ 102	$ 7,170
Task 3.2 - Design Criteria		2	4	6				12	$ 2,472								1.05	$ -	$ -	$ 2,472
Task 3.3 - Stormwater Analysis		6	12	40	20			78	$ 14,002								1.05	$ -	$ -	$ 14,002
Task 3.4 - 30% Design								0	$ -								1.05	$ -	$ -	$ -
3.4.1 30% Preliminary Plans and Cost Estimate Submittal	3	24	40	72	70			209	$ 40,041	$ 4,750	$ 12,391						1.05	$ 17,998	$ -	$ 58,039
3.4.2 30% Design Review Workshop		3	5	5				13	$ 2,859								1.05	$ -	$ -	$ 2,859
Task 3.5 - DOH Project Report	1	10	16	40	5		3	75	$ 14,551						$ 4,022		1.05	$ 4,223	$ -	$ 18,774
Task 3 Subtotal	**4**	**48**	**77**	**188**	**95**	**10**	**3**	**425**	**$ 80.993**	**$ 4,750**	**$ 12.391**	**$ -**	**$ -**	**$ -**	**$ 4.022**	**$ -**		**$ 22.221**	**$ 102**	**$ 103.316**
Task 4 - Final Design																				
Task 4.1 - 60% Design								0	$ -								1.05	$ -	$ -	$ -
4.1.1 60% Plans, Specifications, and Cost Estimate Submittal	3	40	110	160	175		3	491	$ 92,094	$ 25,950	$ 20,972						1.05	$ 49,268	$ 102	$ 141,464
4.1.2 60% Design Review Workshop		3	5	5				13	$ 2,859								1.05	$ -	$ -	$ 2,859
Task 4.2 - 90% Design								0	$ -								1.05	$ -	$ -	$ -
4.2.1 90% Plans, Specifications, and Cost Estimate Submittal	3	30	100	135	140		3	411	$ 77,233	$ 12,410	$ 26,252						1.05	$ 40,595	$ -	$ 117,828
4.2.2 90% Design Review Workshop		3	5	5				13	$ 2,859								1.05	$ -	$ -	$ 2,859
Task 4.3 - Final Bid Ready Document Submittal	1	20	50	90	70		3	234	$ 43,664	$ 5,390	$ 22,045						1.05	$ 28,807	$ -	$ 72,470
Task 4 Subtotal	**7**	**96**	**270**	**395**	**385**	**0**	**9**	**1162**	**$ 218.709**	**$ 43.750**	**$ 69.269**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 118.670**	**$ 102**	**$ 337.480**
Task 5 - Permitting																				
Task 5.1 - Pre-Submittal Conference		4	8					12	$ 3,097								1.05	$ -	$ -	$ 3,097
Task 5.2 - Permit Application Preparation and Support		10	20	25	15			70	$ 13,991					$ 17,420			1.05	$ 18,291	$ -	$ 32,282
Task 5 Subtotal	**0**	**14**	**28**	**25**	**15**	**0**	**0**	**82**	**$ 17.089**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 17.420**	**$ -**	**$ -**		**$ 18.291**	**$ -**	**$ 35.380**
Task 6 - Bidding Support																				
Task 6.1 - Bidder Inquiries and Addenda		3	6	8				17	$ 3,554	$ 3,380	$ 3,169						1.05	$ 6,876	$ -	$ 10,430
Task 6.2 - Pre-Bid Conference		4	4					8	$ 2,164								1.05	$ -	$ -	$ 2,164
Task 6 Subtotal	**0**	**7**	**10**	**8**	**0**	**0**	**0**	**25**	**$ 5,717**	**$ 3,380**	**$ 3,169**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 6,876**	**$ -**	**$ 12,594**
Task 7 - Construction Support																				
Task 7.1 - Construction Support								0	$ -								1.05	$ -	$ -	$ -
7.1.1 Submittals		18	30	50				98	$ 20,075	$ 4,495	$ 9,336						1.05	$ 14,523	$ -	$ 34,597
7.1.2 Requests for Information		4	7	15				26	$ 5,171	$ 6,995	$ 2,631				$ 1,148		1.05	$ 11,313	$ -	$ 16,484
7.1.3 Change Management		4	4	6				14	$ 3,087		$ 1,984						1.05	$ 2,083	$ -	$ 5,170
Task 7.2 - Site Visits and Construction Meetings		32	32					64	$ 17,311	$ 3,620		$ 4,526					1.05	$ 8,553	$ 204	$ 26,068
Task 7.3 - Record Drawings		4	4	15	40			63	$ 10,878	$ 2,910	$ 7,167						1.05	$ 10,581	$ -	$ 21,459
Task 7 Subtotal	**0**	**62**	**77**	**86**	**40**	**0**	**0**	**265**	**$ 56.522**	**$ 18.020**	**$ 21.118**	**$ 4.526**	**$ -**	**$ -**	**$ 1.148**	**$ -**		**$ 47.053**	**$ 204**	**$ 103.778**
Task 8 - Management Reserve																			$ 20,000	$ 20,000
Task 8 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 20.000**	**$ 20.000**
TOTAL - ALL TASKS	***33***	***403***	***535***	***740***	***543***	***10***	***52***	***2316***	***$ 470,838***	***$ 69,900***	***$ 112,941***	***$ 12,526***	***$ 10,210***	***$ 17,420***	***$ 5,170***	***$ 17,900***		***$ 258,370***	***$ 20,407***	***$ 749,615***

Attachment 2



PROJECT LOCATION MAP - MANGANESE TREATMENT PLANT AND PS 16

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:
Overview of 2024 Comprehensive Plan
City Services Element

Study Session Date:	March 12, 2025
COUNCIL MEETING Date:	March 19, 2025
Department:	DCD
Presenter:	G. Jackson
Phone:	(360) 473-5289

SUMMARY:
As part of the ongoing 2024 Comprehensive Plan Update, this discussion is intended to gather feedback from the City Council on the City Services Element of the City's Comprehensive Plan. City Services provided by the City of Bremerton include drinking water, stormwater, wastewater, police, fire, parks, and others. Policies within the City Services Element are meant to support delivering exemplary municipal services to our community when and where they are needed. A presentation providing a full overview of the City Services Element will be provided at the meeting. The attached Memo contains resources documenting review of this Element that has occurred thus far.

ATTACHMENTS:

Staff Memo

FISCAL IMPACTS: No impact.

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

RECOMMENDED MOTION:

Informational only. No motion is required.

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

Form Updated 11/09/2021

DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

To: City Council

From: Garrett Jackson

Date: March 19, 2025

Subject: Comprehensive Plan Update Review

SUMMARY

As part of the ongoing 2024 Comprehensive Plan Update, this discussion is intended to gather feedback from the City Council on the City Services Element of the City's Comprehensive Plan. This Memo contains resources documenting review of the City Services Element that has occurred thus far. A presentation providing a full overview will be provided at the meeting.

BACKGROUND

The Comprehensive Plan update is required by the Washington State Growth Management Act (GMA) in order to demonstrate that Bremerton has the capacity to absorb population and employment increases forecast to the year 2044. Population estimates indicate that the City will grow to 63,757 persons and 58,258 jobs by 2044; this means the City is forecast to increase its population by over 46%, with a 32% increase in the number of jobs. The Bremerton Comprehensive Plan must conform to the Washington State Growth Management Act, Puget Sound Regional Council (PSRC) Vision 2050, and the Kitsap Regional Coordinating Council (KRCC) Countywide Planning Policies. More information about the Bremerton Comprehensive Planning process can be found at Bremerton2044.com. The Vision, Goals, and Policies of the City Services section are found in the June 6, 2024 Draft Comprehensive Plan (pg. 87 93).

CITY SERVICES ELEMENT, REVIEW RESOURCES

City Services provided by the City of Bremerton include drinking water, stormwater, wastewater, police, fire, parks, and others. Policies within the City Services Element are meant to support delivering exemplary municipal services to our community when and where they are needed. The links below will provide information packets from individual workshops where the City Services Element was discussed; videos of these meetings can be found at Bremerton2044.com.

- *May 15, 2023 Planning Commission Workshop*, and *video link*
- *February 24, 2025 Planning Commission Workshop (includes City Services Appendix), and video link*

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

B2

SUBJECT: Overview of 5-Year Plans for Paving, Chip Sealing, and Sidewalks

Study Session Date: March 12, 2025
Presenter: Ron Moore
Phone: (360) 473-5333

SUMMARY: Staff will present the 5-year work plans for overlay, chip seal and sidewalk work to be completed by the Street Operations Division.

HANDOUTS: Power Point Presentation

5-YEAR WORK PLANS PAVING, CHIP SEAL, SIDEWALK

RON MOORE
MARCH 12, 2025

AGENDA

- 5 year Paving plan
- 5 year Chip Seal plan
- 5 year Sidewalk work plan
- Location of maps and road location list

5-YEAR PAVING PLAN

Harlow Dr. -
Carr Blvd. to City Limits

Pitt Ave. -
Harkins St. to 10th St.

Dr. MLK Way
Warren Ave. to Park Ave.

City of Bremerton
Department of Public Works & Utilities
Engineering Division

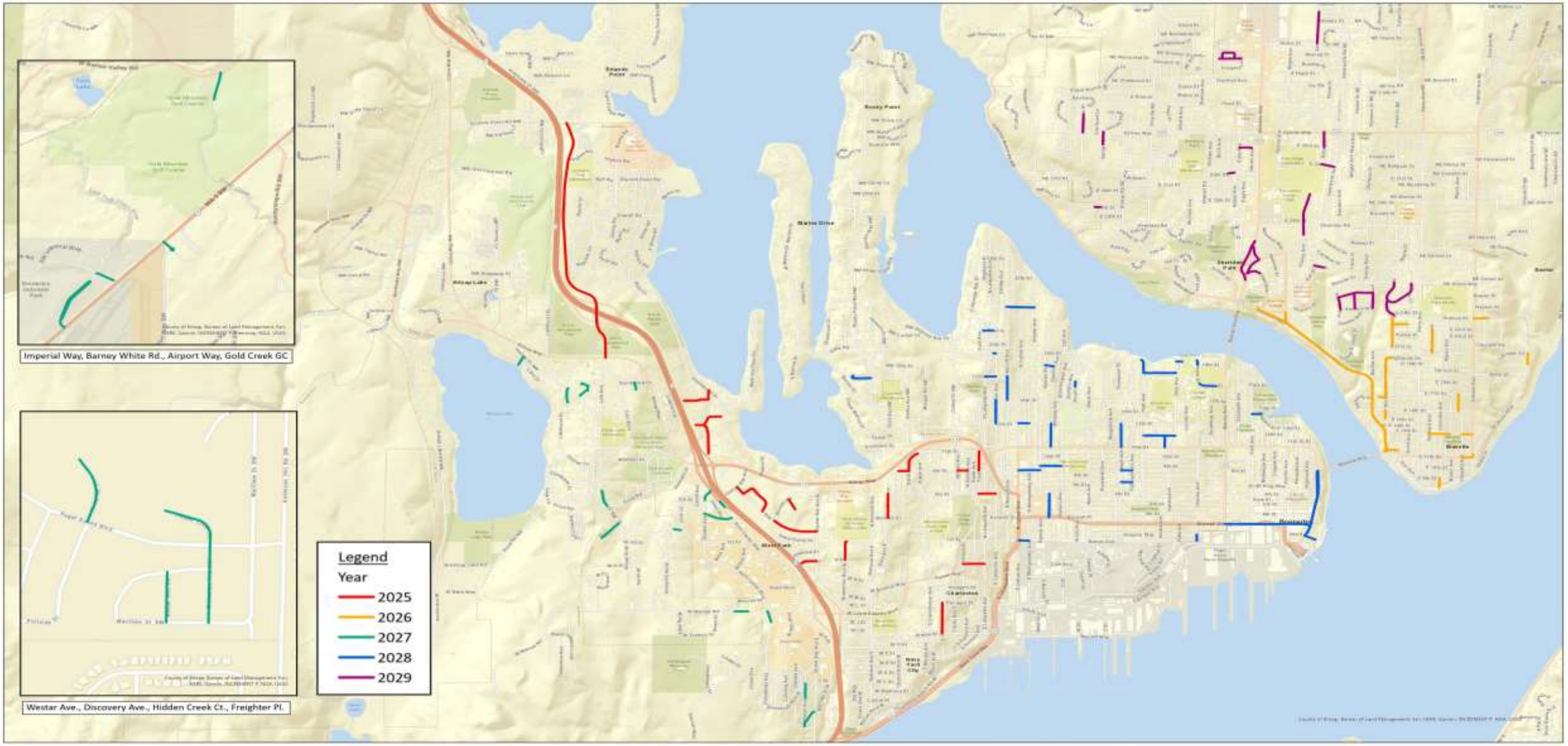
Grind & Overlay
5-year Plan

Drawing Scale - Varies	Drawn By - BHM	Design By - RM	Checked By - RM	Sheet 1 of 1

CITY OF BREMERTON - 5-YEAR OVERLAY PROGRAM

Year	Street Name	PCI SCORE		Lane Miles	Residental vs Function Class	Beg Location	End Location	Cost		
				CENTERLINE						
2025	Loxie Eagans		Contracted work	1300	Urban Minor Arterial	700' W OF NATIONAL AVE	AUTO CENTER WAY	0.24	4 lanes	$340,000
	MLK Way		Utilities project	646	Residential/Local	WARREN AVE	PARK AVE	0.12		$100,000
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	3746				2025	TOTAL	$490,000
			Lane-Miles	1.88 miles						
2026	PITT AVE	70		413	Residential/Local	11TH ST	10TH ST			$37,551
	PITT AVE	44		176	Urban Minor Arterial	11TH ST	HARKINS			$16,577
	HARLOW DR	55		689	Major Collector	DS@1011N PRICE RD	CARR BLVD			$45,034
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	3078				2026	TOTAL	$149,162
			Lane-Miles	1.16 miles						
2027	9TH ST	44		909	Residential/Local	ADELE AVE	WILBERT AVE			$75,866
	BURWELL ST	43		361	Residential/Local	DORA AVE	BERTHA AVE			$23,022
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	3070				2027	TOTAL	$148,888
			Lane-Miles	1.16 miles						
2028	HENRY AVE	42		307	Residential/Local	SOUTH END	15TH ST			$20,510
	RODGERS ST	47		596	Residential/Local	CONSTITUTION AVE	YANTIC AVE			$34,326
	S CAMBRIAN AVE	42		652	Residential/Local	COONTZ ST	1ST ST			$47,519
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	3356				2028	TOTAL	$152,355
			Lane-Miles	1.26 miles						
2029	14TH ST	58		670	Residential/Local	WEST END	HIGH AVE			$37,005
	BERTHA AVE	48		688	Residential/Local	BURWELL ST	6TH ST			$62,622
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	3158				2029	TOTAL	$149,627
			Lane-Miles	1.2 miles						
2030	N WYCOFF AVE	23		873	Residential/Local	24TH ST	25TH ST			$90,068
	Belfair Valley		Continued Preservation	1800	Arterial	Gold Mountian G C	City Limits	0.34		$50,000
			Total CL Feet	873				2030	TOTAL	$140,068
			Lane-Miles	1.02 miles						

5-YEAR CHIP SEAL PLAN



N

City of Bremerton

Department of Public Works & Utilities
Engineering Division

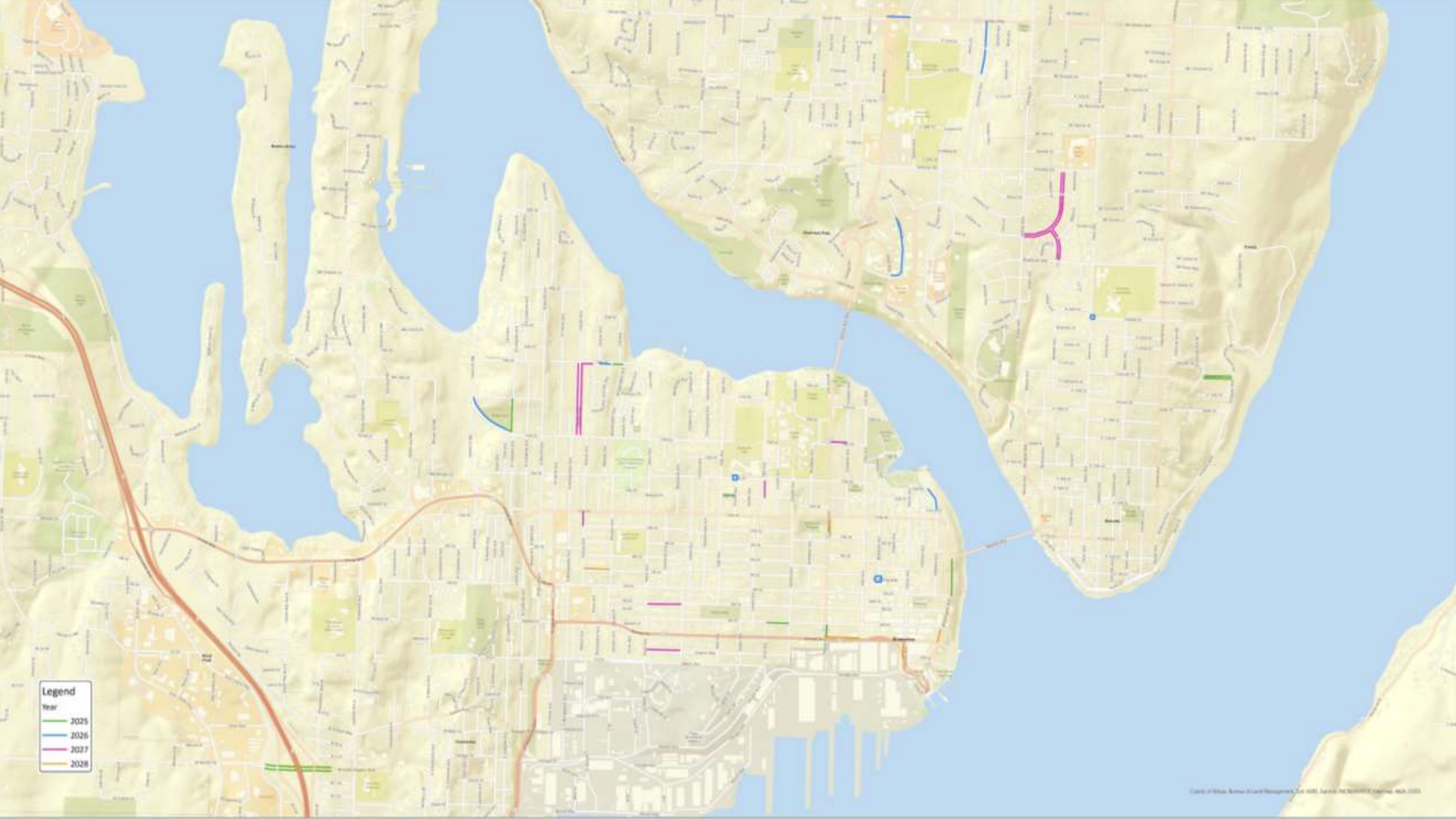
Chip Seal 5 Year Plan
Overall Scope

Drawing Scale - Varies	Drawn By - BHM	Design By - RM	Checked By - RM	Sheet 1 of 1

2025 This area is West of Callow to HWY 3

Functional Class	RoadName	BegLocation	EndLocation	Section Length
R	SCALLOP DR	RUSSELL RD	S END	335
R	6TH ST	FORD AVE	LAFAYETTE AVE	146
R	6TH ST	LAFAYETTE AVE	TERRELL AVE	136
R	6TH ST	TERRELL AVE	CAMBRIAN AVE	136
R	S CHARLESTON AVE	PREBLE ST	FARRAGUT ST	868
R	9TH ST	WILBERT AVE	SUMMIT AVE	245
R	9TH ST	CHARLOTTE AVE	BERTHA AVE	259
MaC	AUSTIN DR	KITSAP WAY	STATE HWY 3 SB ON RAMP	1059
MaC	AUSTIN DR	STATE HWY 3	STATE HWY 3 NB ON RAMP	230
MaC	AUSTIN DR	STATE HWY 3 NB ON RAMP	OLDING RD	440
MaC	AUSTIN DR	WENCKER WAY	BYE RD	811
MaC	AUSTIN DR	BYE RD	HIGBEE RD	777
MaC	AUSTIN DR	HIGBEE RD	CITY LIMIT	1092
R	BAY VISTA BLVD	OSTRICH BAY AVE	DRIFTWOOD ST	246
R	BAY VISTA BLVD	RUSSELL RD	OYSTER BAY AVE	1110
R	BEACH DR	SW END	SHOREWOOD DR	866
R	BERTHA AVE	DS@504N 9TH ST	ADELE AVE	88
R	BREMERTON BLVD	O ST	1ST ST	546
R	BRENTWOOD DR	SOUTH END	HIDEAWAY LN	1077
R	BRENTWOOD DR	HIDEAWAY LN	SHOREWOOD DR	330
R	S CALLOW AVE	DS@636N RODGERS ST	CHARLESTON BLVD	141
R	CONCH ST	RUSSELL RD	OYSTER BAY AVE	377
R	COONTZ ST	HARTFORD AVE	SUMMIT AVE	258
R	COONTZ ST	SUMMIT AVE	LAFAYETTE AVE	261
R	DRIFTWOOD ST	BAY VISTA BLVD	BAY VISTA BLVD	475
R	FORD AVE	9TH ST	11TH ST	555
R	FRANCIS ST	SW END	LAKE DR	115
R	FRANCIS ST	LAKE DR	HARLOW DR	152
			Feet	13131
			Miles	**4.97**

5-YEAR SIDEWALK WORK PLAN


Legend
Year
2025
2026
2027
2028

CITY OF BREMERTON 5-YEAR SIDEWALK CONSTRUCTION PLAN

Location	From	To	Approx Length	Approx # Ramps	Cartegraph Request #	Grant Type	Description of Activity	Work Year
Snyder Ave sidewalk	15th St.	19th	260	4			First phase - Construct 2 bulb outs @ intersection, remove driveway entrance w/curb & gutter, install 130' sidewalk to CB's on Snyder; advised Complete Streets Committee	2025
Washington Ave.	6th St	Manette Round a bout	85				Instal a curb and gutter removing the pull out where the candlesticks currently are located	2025
Lafayette/15th St.	Lafayette Ave.	Callow Ave.	400	8		CDBG	8 ADA ramps & sidewalk & 2 Alley way entrances(Haddon Park grant work)	2025
Warren Ave	Burwell St	4th St	180			TIB	Sidewalk replacement/upgrade	2025
1225 4th St	State St	Chester Ave	35				Replace sidewalk from tree Including stump removal	2025
Cascade Trail	3112 Cascade Trail	Jacobsen Blvd	280	2			Add/Continue sidewalk to Jacobsen Blvd and add 2 ADA ramps, prior to Drainage project and overlay	2025
Lowe Eagans	National Ave	Auto Center Way	120	14		Capital Work	14 ADA curb ramp ends, for Mill & Fill Capital work	2025
19th St	Bloomington Ave	Houston Ave	238	2			Continuation of sidewalk from Walker Park to 19th St	2025
1600 12th St	High Ave	Sidney Ave	100		57683		Repair sidewalk approx 100 feet, tree removed tie into new sidewalk	2025
		Totals 2025	**1,698**	**30**				
Location	**From**	**To**	**Approx Length**	**Approx # Ramps**	**Cartegraph Request #**	**Grant Type**	**Description of Activity**	**Work Year**
Hallvorson Ave.	E. 32nd	Sylvan Way	180	3			Install sidewalks - W. side - gaps	2026
13th St	Crosswalk	Sidney Ave	200	3		CDBG	New sidewalks to both access driveways , 3 ADA ramps, new crosswalk markings, and removal of old crosswalk markings	2026
15th St	Lafayette Ave.	Corbet	800	1			Curb and gutter and sidewalk approx 800'	2026
19th St	Houston Ave	Rainier Ave	350	2			Continuation of sidewalk from Walker Park to 19th St	2026
Perry Ave	at Holman NE Corner		20	1		CDBG	New ADA ramp	2026
McKenzie Ave	at 7th St		60	3		CDBG	New mid block crossing, 3 ADA ramps	2026
701 McKenzie Ave	MLK Way	8th St	50				Tree removal, crosswalk repair from tree roots	2026
1126 Highland Ave	11th St	13th St.	20		1000005		Repair to sidewalk, from water taps, associated tasks	2026
2771 Hemlock	Juniper St	Callahan Dr	30		59461		Repair sidewalk, approx 30 feet	2026
2781 Hemlock St	Juniper St	Callahan Dr	30		59759		Repair sidewalk, approx 30 feet	2026
3434 Wheaton Way	at Sylvan Way		20		57516		Repair sidewalk, approx 20 feet	2026
		Totals 2026	**1,760**	**13**				
Location	**From**	**To**	**Approx Length**	**Approx # Ramps**	**Cartegraph Request #**	**Grant Type**	**Description of Activity**	**Work Year**
Fir Ave.	Callahan Dr.	Magnuson Way	100				Replace failed sidewalk at various locations	2027
Callahan Dr.	Sheridan Rd.	Schley	400	4			Replace failed sidewalk at various locations	2027
Ohio Ave.	12th St.	13th St.	60				Replace sidewalks on east side - Tree damage	2027
1903 8th St	Hewitt Ave	Naval Ave	40		59125		Repair failed sidewalk approx 40 feet	2027
1912 Gregory Way	Hewitt Ave	Naval Ave	40		57626		Repair failed sidewalk approx 40 feet	2027
1009 Rainier Ave	11th St	10th St	60		59738		Repair failed sidewalk approx 60 feet	2027
912 15th St	Warren Ave.	Park St	30		59672		Repair sidewalk and driveway entrance, approx 30 feet	2027
19th St	Rainier Ave	Snyder Ave	230	2			Continuation of sidewalk from Walker Park to 19th St	2027
Snyder Ave sidewalk	15th St.	19th	800				Second Phase - Construct approx 400 ft sidewalk w curb/gutter, dependent on Stormwater drainage upgraded.	2027
		Totals 2027	**1,760**	**6**				
Location	**From**	**To**	**Approx Length**	**Approx # Ramps**	**Cartegraph Request #**	**Grant Type**	**Description of Activity**	**Work Year**
1002 Warren Ave.	5th St.	6th St.	20				Replace sidewalk panel - tree root damage, tree removal?	2028
Snyder Ave sidewalk	15th St.	19th	800				Third Phase - Construct approx 400 ft sidewalk w curb/gutter, dependent on Stormwater drainage upgraded.	2028
Snyder Ave sidewalk	15th St.	19th	800	1			Fouth/Final Phase - Construct approx 400 ft sidewalk w curb/gutter, dependent on Stormwater drainage upgraded.	2028
Washington Ave.	Burwell St.	4th St.	60				Replace failed sidewalk and driveways West side	2028
Burwell St.	Warren Ave.	COB parking lot	80			Facilities	remove and replace sidewalk and possibly curb	2028
Pacific Ave.	Naval Museum	Flagpole	20			Facilities	Replace broken sidewalk panel	2028
2328 7th St	N. Rainier Ave	Olympic Ave	60		1000141		Repair failed sidewalk approx 60 feet, remove trees	2028
		Totals 2028	**1,840**	**1**				
Location	**From**	**To**	**Approx Length**	**Approx # Ramps**	**Cartegraph Request #**	**Grant Type**	**Description of Activity**	**Work Year**
Left open for new work, future projects, ADA ramp upgrades and grant work								2029

Footnotes:

1) Sidewalk/ramp list does not include emergent repairs, customer response, or and other emergent capital projects. Additionally grant funded projects for out years are currently undefined.
2) Prioritization of improvements is evaluated and adjusted annually.
3) Volume of improvements may be adjusted based on available labor hours, budget, and other work priorities.

City of Bremerton website :

www.BremertonWA.gov

Public Works & Utilities Operations

Road Preservation Project | Bremerton, WA - Official Website

Or

Operations | Bremerton, WA - Official Website

COMMENTS/QUESTIONS

THANK YOU!!

Published for
March 12
Study Session

<u>Item B2</u>

From: Ande Fegan <daftande@gmail.com>
Sent: Wednesday, March 12, 2025 4:48 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Missing 13th st sidewalks

Hey council,

In today's look at the five year sidewalk plan can you see if it's possible to get the missing sidewalks on 13th st from Marguerite to naval built?

I have asked for this for about 8 years. Was lied to several times over the years like Vicki and Tom at public works. I know they shifted this yet again to to Naval ave project. But that's gonna take at least another 3-5 years.

Jane has done zero for this, but she has historically been against good transportation ideas, like our fast ferries.

This is a crucial east west link. 15th too steep. 12th no sidewalks. 11th too busy/narrow. None connect until 6th, which is too busy.

Please check and see if these are listed in the five year plan and let me know.

I'd attend but the website says we can't ask questions tonight.

Safety first???

Thanks!
Andrew Fegan

C1

Puget Sound Regional Council

Local Elected Official Ferry Support Letter

Home > About Us

Share

At this time we are only collecting signatures for people who hold an elected office. Please only sign on if you are an elected official.

Dear Legislative Leaders:

We are local elected officials from ferry communities across Puget Sound coming together to call upon state lawmakers to make robust investments in Washington State Ferries (WSF) to restore full ferry system service.

We thank state legislators for prioritizing and investing in the ferry system to build and maintain vessels and improve reliability in the ferry workforce. We also thank Governor Ferguson for his commitment to the ferry system and including funding to increase recruitment and retention of ferry crew. We urge lawmakers to continue prioritizing ferry investments to address the immediate needs our communities are facing due to reduced service.

Ferries are an essential part of our local communities. They bring tourists to our home-grown small businesses, hotels and restaurants. They transport our residents to life-saving medical appointments. They provide access to family and cultural connections. They get people to and from their jobs.

We recommend the following priorities to build and preserve vessels, ensure full staffing, and provide short-term solutions to address service gaps.

Vessel Construction, Preservation, and Electrification

We must continue on the path to build five new hybrid-electric ferries and ensure resources are available to build one additional hybrid-electric ferry per year, if the goal of the 26-vessel fleet called for in WSF's 2040 Long Range Plan is to be met. Adequate funding for preservation and maintenance of aging vessels must also be a budget priority to ensure existing vessels continue to operate to avoid further service interruptions.

Workforce Development

Retaining existing ferry crew, recruiting new staff and addressing upcoming retirements are vital to restoring and enhancing ferry service. We support the following workforce development initiatives:

- Maintaining investments to provide training opportunities for existing crew, add dispatch and vessel crew staff, and support workforce development programs
- Governor Ferguson's priority of crew recruitment and retention

Actions to Address Immediate Community Needs

Supplementing WSF service with state-funded local options and exploring creative solutions is necessary while ferry communities across the state wait for the ferry fleet to be fully restored. We recommend the state:

- Provide funding to maintain passenger-only ferry service in Kitsap County, King County, and the San Juan Islands to bridge the gap to full service on Washington State Ferries
- Increase funding by $900,000 to $2 million for traffic control at Seattle, Fauntleroy, Kingston, Edmonds, Mukilteo, and Bainbridge Island allowing each terminal to get coverage during peak ferry travel times

Action must be taken to preserve our marine highway system for our residents, businesses, and visitors. Please ensure ferries and ferry communities are a priority in the Transportation Budget.

Sincerely,

Please Sign On

Limited to **local elected officials** only. Please contact Alyssa Quinn, Senior Government Relations Specialist, at **aquinn@psrc.org** with any questions.

Please note that if a quorum of your full legislative body or a committee of your legislative body is planning to sign on to the letter, you may be required to take legislative action on the letter to comply with the Open Public Meetings Act (OPMA).

https://www.psrc.org/about-us/local-elected-official-ferry-support-letter