



Meeting Location:
City Hall, Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Regular Meeting Tuesday, May 26, 2026 6:30 PM

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/86776920792>

Zoom Meeting ID: 867 7692 0792

Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?

Are we honoring the past, but not living in the past?

Are we building positive connections with our community and outside partners?

Is the decision-making process building a diverse, equitable, and inclusive community?

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Citizen Comments

(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

4. Consent Agenda

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Approval of Minutes: April 28, 2026, City Council Regular Meeting Minutes

5. Presentation

A. Introduction to the new Fathoms O'fun Royal Court

6. Public Hearing

(Accepting public testimony from citizens limited to the specific items listed.)

7. Business Items

- A. Parking Lot Leases with Heritage Bank (Archer)
- B. Adoption of a Resolution Authorizing Mayor to Execute a Contract with Truland Survey for On-Call surveying Services (Ryan)
- C. Approval of Amendment No.1 to Contract C083-25 with Consor North America, Inc. for the Old Clifton Intertie Project (Ryan)
- D. Approval of Change Order No.4 to Contract C027-25 with General Mechanical, Inc. for Melcher St Pump Station (Ryan)

8. Discussion Items

(No Action to Be Taken.)

9. Reports of Council Committees

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)

- A. Finance; June 16, 2026; 4:30pm; 3rd Tuesday of the month - Via Zoom
- B. Transportation; May 26, 2026; 4:45pm 4th Tuesday of the month - Via Zoom
- C. Land Use; June 17, 2026; 4:45pm; 3rd Wednesday of the month - Via Zoom
- D. Lodging Tax; TBD; 2026
- E. Sewer Advisory; June 16, 2026; 3:30pm - Via Zoom
- F. Utilities; June 9, 2026; 4:30pm; 2nd Tuesday of the month - Via Zoom
- G. Outside Agencies

10. Report of Mayor

11. Report of Department Directors

- A. Denis Ryan, CPWP-M, CPRP, Public Works Director
- B. Noah Crocker, M.B.A., Finance Director
- C. Nicholas Bond, AICP, Community Development Director
- D. Charlotte Archer, Insee Best, Shareholder
- E. Brandy Wallace, MMC, CPRO, City Clerk
- F. Matt Brown, Police Chief
- G. Debbie Lund, CEBS SPHR SHRM-SCP, Human Resources Director

12. Citizen Comments

(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

13. Good of the Order

14. Executive Session

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

15. Adjournment

ADA Requirements

In compliance with the American with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

Reminder: Please silence all electronic devices while City Council is in session.

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For current City Council member and contact information, please visit <https://portorchardwa.gov/departments/city-council/>.

For Committee Membership please visit <https://portorchardwa.gov/city-council-advisory-committees/>.

MAYOR

Robert (Rob) Putaansuu, Administrative Official

CITY COUNCIL

Mark Trenary

Councilmember Position 1
Finance Committee
Transportation Committee
KRCC-alt
KEDA-alt

John Morrissey

Councilmember Position 2
Mayor Pro-Tem
Finance Committee
E/D & Tourism Committee
Lodging Tax
Kitsap Economic Development Alliance

Scott Diener

Councilmember Position 3
Land Use Committee
Transportation Committee

Eric Worden

Councilmember Position 4
Transportation Committee
Finance Committee

Heidi Fenton

Councilmember Position 5
Utilities/Sewer Advisory Committee
E/D & Tourism Committee
KRCC
911-alt

Shirah Dedman

Councilmember Position 6
E/D & Tourism Committee
Utilities/Sewer Advisory Committee
Land Use Committee

Jay Rosapepe

Councilmember Position At-Large
Utilities/Sewer Advisory Committee
Land Use Committee
Kitsap Public Health District
PSRC-alt
Kitsap Transit



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City Council Minutes Regular Meeting of Tuesday, April 28, 2026

Roll Call was taken by the Clerk as follows:

Present: Councilmember Position No. 4 Eric Worden
Councilmember Position No. 5 Heidi Fenton
Mayor Pro-tem John Morrissey
Councilmember Position At-Large Jay Rosapepe
Councilmember Position No. 1 Mark Trenary
Councilmember Position No. 3; Scott Diener
Councilmember Position No. 6 Shirah Dedman

Staff Present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, City Attorney Archer, Chief of Police Brown, City Clerk Wallace, and Communications Specialist Hansen.

Audio/Visual was successful.

1. Call to Order

Mayor Putaansuu called the meeting to order at 6:30 PM.

A. Pledge of Allegiance

The Mayor led the audience and Council in the Pledge of Allegiance.

2. Approval of Agenda

On a motion by John Morrissey, seconded by Scott Diener, to Add executive session after Presentations but before Business Items related to potential litigation. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0)

On a motion by Shirah Dedman, seconded by Heidi Fenton, to Move the April 9, 2026, City Council Meeting Minutes from Consent Agenda to Business Items. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

On a motion by John Morrissey, seconded by Jay Rosapepe, to remove Consent Agenda E Approval of Special Event Road Closure: South Kitsap Graduation Car Cruise, and move to Business Items. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

On a motion by Jay Rosapepe, seconded by Scott Diener, to Approve the agenda as amended. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

A. Opportunity Zones

Mayor Putaansuu opened the public hearing at 6:37 p.m.

Steve Sego spoke in favor of Opportunity Zones in Port Orchard.

Mayor Putaansuu closed the public hearing at 6:46 p.m.

4. Citizen Comments

No citizen comments.

5. Consent Agenda

On a motion by John Morrissey, seconded by Scott Diener, to approve the Consent Agenda as amended. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

A. Approval of Vouchers and Electronic Payments

Approval of Payroll Check Nos. 90271 through 90276 including bank drafts and EFT's in the amount of \$329,185.36 and Direct Deposits in the amount of \$305,785.24 totaling \$634,970.60.

B. Approval of Payroll and Direct Deposits

Approval of Payroll Check Nos. 90271 through 90276 including bank drafts and EFT's in the amount of \$329,185.36 and Direct Deposits in the amount of \$305,785.24 totaling \$634,970.60.

C. Adoption of a Resolution to Ratify the City of Port Orchard Artificial Intelligence Policy

D. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof

E. Approval of Minutes: April 14, 2026, City Council Regular Meeting

F. Approval of Minutes: April 17, 2026, City Council Retreat

6. Presentation

A. Lund Corridor Project Update – Kitsap County

Anthony Burgess, Capital Program Manager with Kitsap County, provided a presentation 'Kitsap County Lund Ave Project Discussion'.

7. Executive Session

At 7:11 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) to discuss legal risks of a proposed action and will return at 7:21 p.m. City Attorney Archer and Public Works Director Ryan were invited to attend.

At 7:21 p.m., Mayor Putaansuu reconvened the meeting back into session.

8. Business Items

A. Adoption of an Ordinance Amending the 2025-2026 Biennial Budget

On a motion by John Morrissey, seconded by Mark Trenary, to adopt an Ordinance amending the 2025-2026 Biennial Budget, as adopted by Ordinance No. 018-24 and amended by Ordinance No. 005-25, Ordinance No. 010-25 and amended by Ordinance No. 017-25. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion (7-0).

B. Adoption of an Ordinance Amending POMC 13.10 Rate Reduction for Low Income

On a motion by Eric Worden, seconded by Heidi Fenton, to adopt an ordinance amending 13.10.020 and 13.10.030 as presented. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion (7-0).

C. Adoption of a Resolution Repealing 1735 and Establishing an Updated Water Leak Policy

On a motion by Heidi Fenton, seconded by John Morrissey, to approve a Resolution repealing 1735 and establishing a new Utility Water Leak Credit. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

D. Adoption of a Resolution Establishing the Downtown Building Refacing Grant Policy

On a motion by John Morrissey, seconded by Jay Rosapepe, to adopt a resolution establishing the Downtown Building Refacing Grant Policy. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Voting No-Shirah Dedman. The motion Passed (6-1).

E. Approval of Amendment No. 2 to Contract C063-25 with Active Construction for the Sidney Road Non-Motorized Project

On a motion by Mark Trenary, seconded by Jay Rosapepe, to authorize the Mayor to execute Change Order No. 2 to Contract No. C063-25 with ACI for the Sidney Non-Motorized Improvements Project, increasing the contract amount by \$87,406.81 for a new total contract amount of \$2,839,995.77, and granting an additional 12 working days, the recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0).

F. Approval of a Professional Services Agreement for Legal Services for the City of Port Orchard Building Board of Appeals

On a motion by John Morrissey, seconded by Scott Diener, to authorize the Mayor to execute a Professional Services Agreement with the law firm Ogden Murphy Wallace for special legal services., the recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (7-0)

G. Approval of Minutes: April 9, 2026, City Council Town Hall

On a motion by Jay Rosapepe, seconded by Scott Diener, to approve the City Council Special Meeting Minutes Town Hall of April 9, 2026.

AMENDED MOTION: On a motion by Shirah Dedman, seconded by Heidi Fenton, to amend the meeting minutes to include language clarifying that the Mayor as the Chief Administrator sets the City's priorities. The recorded vote occurred as follows: Voting Yes-None; Voting No-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman. The motion Failed (0-7).

AMENDED MOTION: On a motion by Shirah Dedman, seconded by Heidi Fenton, to amend the Town Hall meeting minutes to reflect that the day-to-day operations and priorities are set by the Mayor. The recorded vote occurred as follows: Voting Yes-Heidi Fenton, Shirah Dedman; Voting No-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, and Scott Diener. The motion Failed (2-5).

MAIN MOTION: The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Voting No-Shirah Dedman. The motion Passed (6-1).

H. Approval of Special Event Road Closure: South Kitsap Graduation Car Cruise

Councilmember Worden recused himself at 8:11 p.m.

On a motion by Mark Trenary, seconded by Heidi Fenton, to approve the road closures for the Class of 2026 South Kitsap Graduation Car Cruise event, scheduled for Friday, June 5, 2026, as presented, the recorded vote occurred as follows: Voting Yes-Heidi Fenton, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

Councilmember Worden returned to the meeting at 8:14 p.m.

9. Discussion Items

No discussion items.

10. Reports of Council Committees

A. Council Advisory Committees

Reports of Council Advisory Committees held.

11. Report of Mayor

Report of the Mayor held.

12. Report of Department Directors

Reports of Department Directors held.

13. Citizen Comments

No citizen comments.

14. Good of the Order

Good of the Order held.

15. Executive Session

At 8:40 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) regarding potential litigation. City Attorney Archer and Community Development Director were invited to attend and City Attorney Archer noted adjournment will follow the executive session at 8:50 p.m.

At 8:50 p.m., Mayor Putaansuu extended the executive session an additional 10-minutes.

At 9:00 p.m., Mayor Pro-tem Morrissey reconvened the meeting back into session.

16. Adjournment

The meeting adjourned at 8:50. No other action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.A. Parking Lot Leases with Heritage Bank (Archer)
Meeting Date: May 26, 2026
Presenter: Charlotte Archer, City Attorney, Nick Bond, Community Development Director

Summary and Background:

The City has been in discussions with Heritage Bank regarding the potential use of two parking lots currently owned by Heritage Bank (following its acquisition of Kitsap Bank). The two parcels, Parcel Nos. 4650-009-001-0005 and 4650-012-003-0007, are currently used as parking and storage, and are located on Bay Street:



Heritage Bank is interested in leasing the two parcels to the City at a minimal cost, for use by the City for public purposes. In particular, the larger lot that is currently used for parking would be used for City employee parking, as well as parking for downtown merchants (through the merchant parking pass program) as well as free after-hours and weekend public parking. The smaller lot that is currently gravel and used for storage and construction activities, would potentially be used for a food truck parking / service area for the summer months, and would be used in 2027/28 as a construction lay-down yard for the City's Community Events Center project. Additional off-street parking for City employees will free up on-street parking currently

utilized by staff, and the City was already anticipating leasing the gravel lot from Heritage Bank for Community Events Center construction. The use of the lot for food truck vendors is supported by the Merchants Association and will add more options to entice tourism during the summer months. Staff anticipates providing a program with an associated application process for the food truck vendors at the next Council meeting.

The draft leases are currently in negotiation, but key terms have been solidified, including the rental rate for each lot of \$100/month, a one-time deposit of \$200 (first and last month's rent), a one-time \$1,500 security deposit, and the payment of taxes and utilities (currently estimated at \$6,000, per year), for an annual total of \$8,073 (without the refundable deposits).

Relationship to Comprehensive Plan: 9 - Capital Facilities

Recommendation: Staff recommends approval of the leases with Heritage Bank for these lots in order to facilitate off-street parking and other activities.

Motion for Consideration: I move to authorize the Mayor to sign two real property leases with Heritage Bank for Tax Parcels 4650-012-003-0007 and 4650-009-001-0005 for monthly rent in the amount of \$100 per parcel, plus taxes and utilities where applicable, in a form acceptable to the City Attorney.

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact: The rental rates for each lot of \$100/month, a one-time deposit of \$200 (first and last month's rent), a one-time \$1,500 security deposit, and the payment of taxes and utilities (currently estimated at \$6,000, per year), for an annual total of \$8,073 (without the refundable deposits). In addition, minor cosmetic improvements to the gravel lot will be made using Downtown Revitalization Funds.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. Lease for Gravel Lot - 01299863.000 - Clean(11243525.1)
2. Lease for Paved Parking Lot - 01299474.001 - Clean

LEASE
(Parking/Food Trucks)

This Lease is made this ____ day of May, 2026, by and between Heritage Bank, a Washington bank corporation ("Landlord") and the city of Port Orchard, a Washington municipal corporation ("Tenant").

1. **Premises.** The Landlord hereby leases to the Tenant that real property and the improvements thereon located at the intersection of Bay Street and Fredrick Avenue in the City of Port Orchard, Kitsap County Tax Parcel No. 4650-012-003-0007 ("Premises"), Washington, , legally described as follows:

SEE EXHIBIT A, ATTACHED HERETO

Tenant accepts the Premises in its "AS IS, WHERE IS" condition, with all faults, and acknowledges that Tenant has had the opportunity to inspect the Premises and has determined that the Premises are suitable for Tenant's intended use. Landlord makes no representation or warranty regarding the condition, suitability, zoning, permitting, or fitness of the Premises for Tenant's intended use.

2. **Term.** This Lease shall be on a month to month basis commencing June 1, 2026, and terminating upon thirty (30) days prior written notice by either Landlord or Tenant. Unless otherwise agreed in writing by Landlord, any termination notice shall be effective as of the last day of a calendar month.

3. **Rent.** The Tenant covenants and agrees to pay the Landlord, at _____, or to such other party or at such other place as Landlord may hereafter designate, monthly rent in the sum of One Hundred and No/100th Dollars (\$100.00), in advance, without offset or deduction, on or before the first (1st) day of each month during the term of this Lease.

4. **Deposit.** Concurrent herewith, the Tenant shall deposit with Landlord the following (a) first and last months' rent, and (b) a security deposit of \$1,500.00. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds.

5. **Use.** The Tenant shall use the Premises for the following purposes:

a. Daily vehicle parking, including the parking, operation, and ancillary activities associated with licensed food trucks; and

b. A construction laydown yard in connection with Tenant's upcoming capital projects, including, without limitation, the temporary staging, storage, and assembly of construction materials, equipment, vehicles, jobsite trailers, and related items reasonably required for the execution of Tenant's project work; and

c. For no other purpose without the prior written consent of the Landlord.

The Tenant shall comply with all governmental laws, ordinances, regulations, orders and directives and insurance requirements applicable to Tenant's use of the Premises. Tenant may permit licensed food-truck vendors, and City contractors, subcontractors and agents, to enter the Premises solely in connection with Tenant's permitted use, provided that such vendors, contractors, subcontractors, and agents shall be deemed

Tenant's licensees and invitees, and not subtenants or assignees. Tenant shall be responsible for all acts, omissions, claims, damage, waste, violations, insurance failures, spills, trash, hazardous materials, and personal injury claims arising from or related to such activities consistent with Section 12.2 of this Agreement.

6. **Maintenance.** Tenant shall, at Tenant's sole cost and expense, keep, maintain, and surrender the Premises in good, clean, safe, and orderly condition. Without limiting the foregoing, Tenant shall be responsible for: (a) keeping all paved areas, drive aisles, parking areas, sidewalks, landscaped areas, and access areas used by Tenant clean and free of debris, trash, food waste, grease, oil, fuel, glass, and other refuse; (b) promptly removing all trash, litter, and debris generated by Tenant's use or by Tenant's employees, agents, contractors, vendors, licensees, invitees, or members of the public entering the Premises in connection with Tenant's use; (c) preventing the discharge, dumping, storage, or disposal of any chemicals, or other contaminants on or from the Premises; (d) repairing any damage to the Premises caused by Tenant or any employees, agents, invitees or any other activity associated with Tenant's use; and (e) complying with all laws, ordinances, rules, regulations, permits, licenses, fire requirements, health department requirements, stormwater requirements, and governmental directives applicable to Tenant's use of the Premises. If Tenant fails to perform any maintenance, repair, cleanup, or removal obligation required under this Lease, Landlord may, after reasonable notice to Tenant except in the case of emergency, perform such obligation on Tenant's behalf, and Tenant shall reimburse Landlord for all costs incurred by Landlord within ten (10) days after written demand.

7. **Utilities and Fees.** The Tenant agrees to pay promptly when due all charges for light, heat, water, sewer, garbage, fire protection and other utilities and services to the Premises and all license fees and other governmental charges levied on the Premises.

8. **Taxes.** The Tenant shall pay promptly when due all real estate taxes and assessments with respect to the Premises.

9. **Landlord's Reservations.** The Landlord reserves the right, without liability to the Tenant, to inspect the Premises at reasonable times and without unreasonable interference to the business of Tenant.

10. **Hazardous Substances.** Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process any hazardous substance, petroleum products or other contaminants. Tenant shall not cause or permit any hazardous substances, petroleum products, or other contaminants to be released, discharged, dumped, stored, or disposed of on, under, or from the Premises. Tenant shall immediately notify Landlord of any spill, release, discharge, or threatened release and shall promptly remediate the same at Tenant's sole cost and expense in compliance with applicable law.

11. **Alterations.** The Tenant shall not make any alterations, additions or improvements to the Premises without Landlord's prior written consent. In the event that Landlord approves any such alterations, additions or improvements, they shall be done at Tenant's expense and the Tenant shall agree to save the Landlord harmless from any damage, loss or expense arising therefrom and to comply with all laws, ordinances, rules and regulations. Upon termination of this Lease, alterations, additions and improvements made in, to and on the Premises, shall remain upon and be surrendered as a part of the Premises; provided, upon the Landlord's request, the Tenant shall promptly remove those additions, alterations or improvements as may be specified by Landlord and repair and restore the Premises to its original condition at Tenant's sole cost and expense.

12. **Insurance/Accidents and Liability.**

12.1. **Insurance.** Tenant shall, at Tenant's sole cost and expense, maintain commercial general liability insurance covering Tenant's use and occupancy of the Premises, with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Four Million and No/100 Dollars (\$4,000,000.00) general aggregate, or such other reasonable limits as Landlord may require from time to time. Such coverage shall include bodily injury, property damage, contractual liability, and premises liability coverage. Landlord shall be named as an additional insured with respect to Tenant's use and occupancy of the Premises. Tenant shall provide Landlord with certificates of insurance satisfactory to Landlord prior to Tenant's occupancy of the Premises and thereafter upon Landlord's reasonable request. Upon approval of the Landlord (which may be denied for any reason), Tenant may satisfy the insurance requirements through commercial insurance, a municipal risk pool, self-insurance, or any combination thereof, provided Tenant delivers evidence thereof satisfactory to Landlord. If Tenant permits any food truck, vendor, contractor, licensee, invitee, or other third party to use, enter, occupy, park upon, operate from, or conduct activities upon the Premises in connection with Tenant's use, Tenant shall require each such party to maintain insurance coverage reasonably appropriate for its activities, including commercial general liability insurance, automobile liability insurance where vehicles are used, and workers' compensation coverage to the extent required by law. Upon Landlord's request, Tenant shall provide evidence reasonably satisfactory to Landlord that such insurance is in place. Tenant shall remain fully responsible for the acts, omissions, claims, losses, liabilities, and damages arising out of or relating to such parties' use of or activities at the Premises.

12.2. **Indemnity.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, employees, agents, contractors, successors, and assigns from and against any and all claims, demands, losses, liabilities, damages, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Tenant's use, occupancy, control, or possession of the Premises; (b) the acts or omissions of Tenant or Tenant's employees, agents, contractors, vendors, licensees, invitees, or members of the public entering the Premises in connection with Tenant's use; (c) any food-truck, parking, event, vendor, or public-use activities conducted on or from the Premises with the City's knowledge and consent; or (d) Tenant's breach of this Lease; except to the extent caused by the gross negligence or willful misconduct of Landlord.

13. **Damage or Destruction.** If the Premises shall be substantially damaged or destroyed by fire or other casualty, the Landlord shall have the option either (a) to repair or rebuild the Premises within one hundred twenty (120) days; or (b) not to repair or rebuild and to cancel this Lease on thirty (30) days' notice. During the period of untenantability, rent shall abate in the same ratio as the portion of the Premises rendered untenantable bears to the whole of the Premises, provided that if the damage is due to the fault or neglect of the Tenant, there shall be no abatement of rent.

14. **Eminent Domain.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or purchased by the condemnor in lieu thereof, then the term of this Lease shall cease as of the date possession is taken by such public authority. If only a part of the Premises shall be so taken, the Lease shall terminate only as to the portion taken and shall continue in full force and effect as to the remainder of the Premises, and the monthly rent shall be reduced proportionately. In the event of any taking, whether whole or partial, the Landlord shall be entitled to all awards, settlements, or compensation which may be given for the Premises. The Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

15. **Liens.** Tenant shall keep the Premises and Tenant's interest under this Lease free from any liens arising out of work performed for, materials furnished to, or obligations incurred by Tenant, and Tenant shall indemnify, defend, and hold Landlord harmless from and against the same. If any lien is filed against the Premises arising from Tenant's use, work, materials, equipment, vendors, contractors, or obligations, Tenant shall cause such lien to be released or bonded over within ten (10) days after written notice from Landlord. Nothing in this Lease shall be deemed to authorize Tenant to subject Landlord's interest in the Premises to any lien.

16. **Default by Tenant.**

16.1. **Default.** Tenant shall be in default under this Lease if: (a) Tenant fails to pay rent or any other sum due under this Lease when due or (b) otherwise fails to perform any non-monetary covenant, agreement, or obligation under this Lease.

16.2. **Landlord's Remedies.** Upon the occurrence of any default by Tenant, Landlord may exercise any one or more of the following remedies, without limiting any other rights or remedies available to Landlord under this Lease, at law, or in equity: (a) terminate this Lease; (b) terminate Tenant's right to possession of the Premises; (c) recover possession of the Premises through unlawful detainer, ejectment, or other lawful proceedings; (d) recover all rent, additional rent, damages, costs, expenses, attorneys' fees, and other amounts due under this Lease; (e) perform Tenant's obligations on Tenant's behalf and recover the cost thereof from Tenant as additional rent; and/or (f) seek injunctive relief or specific performance to prevent or remedy any violation of this Lease. Landlord shall not be required to make any physical reentry or use self-help to recover possession of the Premises, and nothing in this Lease shall be construed to limit Landlord's rights under Chapter 59.12 RCW or any other applicable law.

16.3. **Interest.** Any rent or other amount due from Tenant to Landlord that is not paid when due shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum, or the highest rate permitted by applicable law, whichever is less.

17. **Landlord Default/Limitations.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord. The notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until such thirty (30) days have elapsed. Tenant agrees that any money judgment resulting from any default or other claim arising under this Lease will be satisfied only from Landlord's right, title and interest in the Premises, that no other real, personal or mixed property of Landlord or any of its shareholders, directors, officers, managers, members, partners or other similar parties (as applicable) will be subject to levy on any such judgment, and that the shareholders, directors, officers, managers, members, partners or other similar parties (as applicable) of Landlord will not have any personal liability whatsoever under this Lease.

18. **Costs and Attorney's Fees.** In the event either party shall commence legal action to enforce any provision of this Lease, the court shall award to the prevailing party all reasonable attorney's fees and all costs incurred in connection therewith, including fees and costs on appeal. Venue for any action hereunder shall be in the county in which the Premises is located.

19. **Holding Over.** If the Tenant, with the implied or express consent of the Landlord, shall hold over after the expiration of the term of this Lease, Tenant shall remain bound by all the covenants and agreements herein, except that (a) tenancy shall be from month-to-month; and (b) the monthly rent to be paid by Tenant shall be determined by adjusting the monthly rent to the full market rent for the Premises (reasonably calculated by Landlord) multiplied by 150%.

20. **Surrender of Possession.** The Tenant shall, prior to the termination of this Lease or of Tenant's right to possession, remove from the Premises all personal property which Tenant is entitled to remove and those alterations, additions, improvements or signs which may be required by Landlord to be removed pursuant to this Lease, and shall repair or pay for all damage to the Premises caused by such removal. All such property remaining and every interest of the Tenant in the same shall be conclusively presumed to have been conveyed by Tenant to the Landlord under this Lease as a bill of sale, without compensation, allowance or credit to Tenant. The Tenant shall, upon termination of this Lease or of Tenant's right of possession, peacefully quit and surrender the Premises without notice, neat and clean and in as good condition as when Tenant took possession. Tenant's obligations that accrued prior to termination, and Tenant's surrender, restoration, indemnity, repair, cleanup, and payment obligations, shall survive the termination of this Lease

21. **No Waiver of Covenants.** Time is of the essence of this Lease. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future, similar or other breach.

22. **Notices.** Any notice under this Lease must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Tenant: City of Port Orchard
Attn: Mayor Rob Putaansuu
216 Prospect Street
Port Orchard, WA 98366

Landlord: Heritage Bank
Attn: Justin Hunt
3615 Pacific Ave
Tacoma, WA 98418

With a copy to: Eisenhower Carlson PLLC
Attn: Carl R. Peterson
909 A Street, Suite 600
Tacoma, WA 98402

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America.

23. **Assignment and Subletting.** The Tenant shall not, either voluntarily or by operation of law, assign, transfer, convey or encumber this Lease or interest under it, or sublet the Premises or any part thereof, or allow any other person to occupy or use the Premises without the Landlord's prior written consent, except as

otherwise provided in Section 5 herein. The Landlord's consent shall not release or discharge the Tenant from future liability under this Lease and shall not waive Landlord's right to consent to any future assignment or sublease. Any assignment or subletting without the Landlord's consent shall be void, and shall, at Landlord's option, constitute a default under this Lease. In the event the Tenant violates the provisions of this Section, the Landlord shall have the right to recapture the Premises by notice given to Tenant within twenty (20) days after the discovery by Landlord of such violation. Such recapture shall terminate this Lease effective on the date the recapture notice is received by the Tenant.

24. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

25. **Authority.** Tenant represents and warrants that this Lease has been duly authorized by all required action of Tenant, including any required action of the Port Orchard City Council or pursuant to validly delegated authority, and that the individual signing this Lease on behalf of Tenant has full authority to bind Tenant. On or before execution of this Lease, Tenant shall provide Landlord evidence of such authority reasonably satisfactory to Landlord.

26. **Public Records.** Landlord acknowledges that Tenant is a public agency subject to the Washington Public Records Act, Chapter 42.56 RCW. Nothing in this Lease requires Tenant to violate applicable public records laws. Tenant shall, to the extent legally permissible, provide Landlord prompt written notice of any public records request seeking Landlord's confidential, proprietary, financial, or nonpublic information so that Landlord may seek appropriate protection.

27. **Counterparts.** This Lease may be executed in multiple counterparts and all counterparts shall together constitute the Lease.

28. **Entire Agreement.** It is expressly understood and agreed by the Landlord and the Tenant that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them, other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

29. **Presumption.** This Agreement or any Section hereof shall not be construed against any party due to the fact that the Agreement or any section hereof was drafted by said party or their attorney.

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

Landlord:

HERITAGE BANK

By: _____
Its: _____

Tenant:

CITY OF PORT ORCHARD

By: _____
Its: _____

LEASE (Parking)

This Lease is made this ____ day of May, 2026, by and between Heritage Bank, a Washington bank corporation ("Landlord") and the city of Port Orchard, a Washington municipal corporation ("Tenant").

1. **Premises.** The Landlord hereby leases to the Tenant that real property and the improvements thereon located at 620 Bay Street, Port Orchard, Washington, Kitsap County Tax Parcel No. 4650-009-001-0005 ("Premises"), legally described as follows:

SEE EXHIBIT A, ATTACHED HERETO

Tenant accepts the Premises in its "AS IS, WHERE IS" condition, with all faults, and acknowledges that Tenant has had the opportunity to inspect the Premises and has determined that the Premises are suitable for Tenant's intended use. Landlord makes no representation or warranty regarding the condition, suitability, zoning, permitting, or fitness of the Premises for Tenant's intended use.

2. **Term.** This Lease shall be on a month to month basis commencing June 1, 2026, and terminating upon thirty (30) days prior written notice by either Landlord or Tenant. Unless otherwise agreed in writing by Landlord, any termination notice shall be effective as of the last day of a calendar month.

3. **Rent.** The Tenant covenants and agrees to pay the Landlord, at _____, or to such other party or at such other place as Landlord may hereafter designate, monthly rent in the sum of One Hundred and No/100th Dollars (\$100.00), in advance, without offset or deduction, on or before the first (1st) day of each month during the term of this Lease.

4. **Deposit.** Concurrent herewith, the Tenant shall deposit with Landlord the following (a) first and last months' rent, and (b) a security deposit of \$1,500.00. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds.

5. **Use.** The Tenant shall use the Premises for the purposes of daily vehicle parking and for no other purpose without the prior written consent of the Landlord. The Tenant shall comply with all governmental laws, ordinances, regulations, orders and directives and insurance requirements applicable to Tenant's use of the Premises.

6. **Maintenance.** Tenant shall, at Tenant's sole cost and expense, keep, maintain, and surrender the Premises in good, clean, safe, and orderly condition. Without limiting the foregoing, Tenant shall be responsible for: (a) keeping all paved areas, drive aisles, parking areas, sidewalks, landscaped areas, and access areas used by Tenant clean and free of debris, trash, food waste, grease, oil, fuel, glass, and other refuse; (b) promptly removing all trash, litter, and debris generated by Tenant's use or by Tenant's employees, agents, contractors, vendors, licensees, invitees, or members of the public entering the Premises in connection with Tenant's use; (c) preventing the discharge, dumping, storage, or disposal of any chemicals, or other contaminants on or from the Premises; (d) repairing any damage to the Premises caused by Tenant or any employees, agents, invitees or any other activity associated with Tenant's use; and (e) complying with all laws, ordinances, rules, regulations, permits, licenses, fire requirements, health department requirements, stormwater requirements, and governmental directives applicable to Tenant's use of the Premises. If Tenant fails to perform any maintenance, repair, cleanup, or removal obligation required under this Lease, Landlord may, after reasonable notice to Tenant except in the case of emergency, perform

such obligation on Tenant's behalf, and Tenant shall reimburse Landlord for all costs incurred by Landlord within ten (10) days after written demand.

7. **Utilities and Fees.** The Tenant agrees to pay promptly when due all charges for light, heat, water, sewer, garbage, fire protection and other utilities and services to the Premises and all license fees and other governmental charges levied on the Premises.

8. **Taxes.** The Tenant shall pay promptly when due all real estate taxes and assessments with respect to the Premises.

9. **Landlord's Reservations.** The Landlord reserves the right, without liability to the Tenant, to inspect the Premises at reasonable times and without unreasonable interference to the business of Tenant. Additionally, Landlord reserves the right to use five (5) unreserved parking spaces on the Premises, including for Landlord's employees and customers.

10. **Hazardous Substances.** Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process any hazardous substance, petroleum products or other contaminants. Tenant shall not cause or permit any hazardous substances, petroleum products, or other contaminants to be released, discharged, dumped, stored, or disposed of on, under, or from the Premises. Tenant shall immediately notify Landlord of any spill, release, discharge, or threatened release and shall promptly remediate the same at Tenant's sole cost and expense in compliance with applicable law.

11. **Alterations.** The Tenant shall not make any alterations, additions or improvements to the Premises without Landlord's prior written consent. In the event that Landlord approves any such alterations, additions or improvements, they shall be done at Tenant's expense and the Tenant shall agree to save the Landlord harmless from any damage, loss or expense arising therefrom and to comply with all laws, ordinances, rules and regulations. Upon termination of this Lease, alterations, additions and improvements made in, to and on the Premises, shall remain upon and be surrendered as a part of the Premises; provided, upon the Landlord's request, the Tenant shall promptly remove those additions, alterations or improvements as may be specified by Landlord and repair and restore the Premises to its original condition at Tenant's sole cost and expense.

12. **Insurance/Accidents and Liability.**

12.1. **Insurance.** Tenant shall, at Tenant's sole cost and expense, maintain commercial general liability insurance covering Tenant's use and occupancy of the Premises, with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Four Million and No/100 Dollars (\$4,000,000.00) general aggregate, or such other reasonable limits as Landlord may require from time to time. Such coverage shall include bodily injury, property damage, contractual liability, and premises liability coverage. Landlord shall be named as an additional insured with respect to Tenant's use and occupancy of the Premises. Tenant shall provide Landlord with certificates of insurance satisfactory to Landlord prior to Tenant's occupancy of the Premises and thereafter upon Landlord's reasonable request. Upon approval of the Landlord (which may be denied for any reason), Tenant may satisfy the insurance requirements through commercial insurance, a municipal risk pool, self-insurance, or any combination thereof, provided Tenant delivers evidence thereof satisfactory to Landlord.

12.2. **Indemnity.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, employees, agents, contractors, successors, and assigns from and against any and all claims, demands, losses, liabilities, damages, penalties, costs, and

expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Tenant's use, occupancy, control, or possession of the Premises; (b) the acts or omissions of Tenant or Tenant's employees, agents, contractors, vendors, licensees, invitees, or members of the public entering the Premises in connection with Tenant's use; (c) any parking, event, vendor, or public-use activities conducted on or from the Premises with the City's knowledge and consent; or (d) Tenant's breach of this Lease; except to the extent caused by the gross negligence or willful misconduct of Landlord.

13. **Damage or Destruction.** If the Premises shall be substantially damaged or destroyed by fire or other casualty, the Landlord shall have the option either (a) to repair or rebuild the Premises within one hundred twenty (120) days; or (b) not to repair or rebuild and to cancel this Lease on thirty (30) days' notice. During the period of untenantability, rent shall abate in the same ratio as the portion of the Premises rendered untenantable bears to the whole of the Premises, provided that if the damage is due to the fault or neglect of the Tenant, there shall be no abatement of rent.

14. **Eminent Domain.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or purchased by the condemnor in lieu thereof, then the term of this Lease shall cease as of the date possession is taken by such public authority. If only a part of the Premises shall be so taken, the Lease shall terminate only as to the portion taken and shall continue in full force and effect as to the remainder of the Premises, and the monthly rent shall be reduced proportionately. In the event of any taking, whether whole or partial, the Landlord shall be entitled to all awards, settlements, or compensation which may be given for the Premises. The Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

15. **Liens.** Tenant shall keep the Premises and Tenant's interest under this Lease free from any liens arising out of work performed for, materials furnished to, or obligations incurred by Tenant, and Tenant shall indemnify, defend, and hold Landlord harmless from and against the same. If any lien is filed against the Premises arising from Tenant's use, work, materials, equipment, vendors, contractors, or obligations, Tenant shall cause such lien to be released or bonded over within ten (10) days after written notice from Landlord. Nothing in this Lease shall be deemed to authorize Tenant to subject Landlord's interest in the Premises to any lien.

16. **Default by Tenant.**

16.1. **Default.** Tenant shall be in default under this Lease if: (a) Tenant fails to pay rent or any other sum due under this Lease when due or (b) otherwise fails to perform any non-monetary covenant, agreement, or obligation under this Lease.

16.2. **Landlord's Remedies.** Upon the occurrence of any default by Tenant, Landlord may exercise any one or more of the following remedies, without limiting any other rights or remedies available to Landlord under this Lease, at law, or in equity: (a) terminate this Lease; (b) terminate Tenant's right to possession of the Premises; (c) recover possession of the Premises through unlawful detainer, ejectment, or other lawful proceedings; (d) recover all rent, additional rent, damages, costs, expenses, attorneys' fees, and other amounts due under this Lease; (e) perform Tenant's obligations on Tenant's behalf and recover the cost thereof from Tenant as additional rent; and/or (f) seek injunctive relief or specific performance to prevent or remedy any violation of this Lease. Landlord shall not be required to make any physical reentry or use self-help to recover possession of the Premises, and nothing in this Lease shall be construed to limit Landlord's rights under Chapter 59.12 RCW or any other applicable law.

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18. **Costs and Attorney's Fees.** In the event either party shall commence legal action to enforce any provision of this Lease, the court shall award to the prevailing party all reasonable attorney's fees and all costs incurred in connection therewith, including fees and costs on appeal. Venue for any action hereunder shall be in the county in which the Premises is located.

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22. **Notices.** Any notice under this Lease must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Tenant: City of Port Orchard
Attn: Mayor Rob Putaansuu
216 Prospect Street
Port Orchard, WA 98366

Landlord: Heritage Bank
Attn: Justin Hunt
3615 Pacific Ave
Tacoma, WA 98418

With a copy to: Eisenhower Carlson PLLC
Attn: Carl R. Peterson
909 A Street, Suite 600
Tacoma, WA 98402

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America.

23. **Assignment and Subletting.** The Tenant shall not, either voluntarily or by operation of law, assign, transfer, convey or encumber this Lease or interest under it, or sublet the Premises or any part thereof, or allow any other person to occupy or use the Premises without the Landlord's prior written consent, provided, however, the City use of the Premises for paid public parking by permit shall not constitute an assignment, sublease, or other transfer requiring such consent. The Landlord's consent shall not release or discharge the Tenant from future liability under this Lease and shall not waive Landlord's right to consent to any future assignment or sublease. Any assignment or subletting without the Landlord's consent shall be void, and shall, at Landlord's option, constitute a default under this Lease. In the event the Tenant violates the provisions of this Section, the Landlord shall have the right to recapture the Premises by notice given to Tenant within twenty (20) days after the discovery by Landlord of such violation. Such recapture shall terminate this Lease effective on the date the recapture notice is received by the Tenant.

24. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

25. **Authority.** Tenant represents and warrants that this Lease has been duly authorized by all required action of Tenant, including any required action of the Port Orchard City Council or pursuant to validly delegated authority, and that the individual signing this Lease on behalf of Tenant has full authority to bind Tenant. On or before execution of this Lease, Tenant shall provide Landlord evidence of such authority reasonably satisfactory to Landlord.

26. **Public Records.** Landlord acknowledges that Tenant is a public agency subject to the Washington Public Records Act, Chapter 42.56 RCW. Nothing in this Lease requires Tenant to violate applicable public records laws. Tenant shall, to the extent legally permissible, provide Landlord prompt written notice of any public records request seeking Landlord's confidential, proprietary, financial, or nonpublic information so that Landlord may seek appropriate protection.

27. **Counterparts.** This Lease may be executed in multiple counterparts and all counterparts shall together constitute the Lease.

28. **Entire Agreement.** It is expressly understood and agreed by the Landlord and the Tenant that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them, other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

29. **Presumption.** This Agreement or any Section hereof shall not be construed against any party due to the fact that the Agreement or any section hereof was drafted by said party or their attorney.

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

Landlord:

HERITAGE BANK

By: _____

Its: _____

Tenant:

CITY OF PORT ORCHARD

By: _____

Its: _____



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.B. Adoption of a Resolution Authorizing Mayor to Execute a Contract with Truland Survey for On-Call surveying Services (Ryan)
Meeting Date: May 26, 2026
Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City requires professional land surveying services on an as-needed basis to support capital projects, development review, property research, right-of-way determination, and construction staking. To procure these services, the City utilized the MRSC Consultant Roster under the Surveying and Mapping category. On October 17, 2025, the City issued a Request for Qualifications to all firms listed under this roster category, consistent with RCW 39.80 and City procurement policies. The RFQ outlined the City's needs for boundary surveying, topographic mapping, CAD deliverables, construction staking, and related services.

A total of seven Statements of Qualifications were received. Public Works staff reviewed and scored each submittal based on experience, staff qualifications, project capacity, familiarity with municipal standards, and overall responsiveness. Following the SOQ review, the two highest-ranked firms were invited to interviews. After combining interview scores with the written evaluations, Truland Survey LLC ranked highest overall and was selected as the most qualified firm to provide these services. Staff subsequently negotiated the Consultant Services Agreement, including scope, billing rates, and a not-to-exceed value of \$75,000 for the contract term of May 2026 through May 2029. This procurement process aligns with City procedures for qualifications-based selection and with State Auditor recommendations to document consultant selection steps through a Resolution.

The Consultant Services Agreement includes required provisions for insurance, recordkeeping, indemnification, and compliance with federal, state, and local regulations. Exhibits A and B define the scope of services and 2026 rate schedule. The proposed contract amount is consistent with budgeted expectations for professional on-call services.

By this action, the Council would approved a Consultant Services Agreement with Truland Survey LLC for On-Call Surveying Services for the 2026–2029 contract period, in an amount not to exceed \$75,000.

Relationship to Comprehensive Plan: N/A

Recommendation:

Staff recommends that the City Council approve the Resolution authorizing the Mayor to execute the Consultant Services Agreement with Truland Survey LLC for On-Call Surveying Services for 2026–2029, in an amount not to exceed \$75,000, in a form approved by the City Attorney.

Motion for Consideration: I move to authorize the Mayor to execute the Consultant Services Agreement with Truland Survey LLC for On-Call Surveying Services for the 2026–2029 contract period, in an amount not to exceed \$75,000, in a form approved by the City Attorney.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

The Agreement is a not-to-exceed \$75,000 contract for the three-year period. Work will be authorized through individual task orders and is budgeted within the Public Works Department.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. RESOLUTION - On-call Survey
2. CONTRACT PACKET - On-call Survey

RESOLUTION NO. -26

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRULAND SURVEY, LLC FOR ON-CALL SURVEYING SERVICES (2026–2029) AND DOCUMENTING PROCUREMENT PROCEDURES

WHEREAS, the City of Port Orchard requires professional land surveying services to support various City projects on an as-needed basis; and

WHEREAS, the City utilizes the MRSC Consultant Roster to procure architectural and engineering services pursuant to RCW 39.80 and City policy; and

WHEREAS, on October 17, 2025, the City issued a Request for Qualifications for On-Call Surveying Services to all firms listed on the MRSC Consultant Roster under the applicable category, consistent with Chapter 39.80 RCW and City procurement procedures; and

WHEREAS, by the submittal deadline, the City received seven (7) Statements of Qualifications from qualified land surveying firms; and

WHEREAS, Public Works staff conducted an qualifications-based evaluation of all seven SOQs and determined the two highest-ranked firms to invite for interviews; and

WHEREAS, after interviews were conducted with the top two firms, Truland Survey LLC was determined to be the most qualified firm based on demonstrated competence, experience, capacity, and overall scoring; and

WHEREAS, the Public Works Department negotiated a proposed On-Call Surveying Services Agreement with Truland Survey LLC, including scope, billing rates, and a not-to-exceed amount of \$75,000 for the contract term; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract by Resolution; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council approves and authorizes the Mayor to execute the On-Call Surveying Services Agreement with Truland Survey LLC, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), in a form approved by the City Attorney.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this *26th day May, 2026*.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

Port Orchard Contract #: _____
Authorized Amount: \$75,000.00
Date Start: 5/26/2026
Date End: 5/26/2029

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Truland Survey, LLC ("Consultant") organized under the laws of the State of Washington located and doing business at 4506 34th Ave Ct NW, Gig Harbor, WA (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform work as assigned by the City, which may include the services described in Exhibit "A" of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. Additional work may be assigned by the City, however, this Agreement does not obligate the City to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

- ☐ **LUMP SUM.** Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$_____.
- ☒ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed **\$75,000.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
- ☐ **TIME AND MATERIALS.** Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
- ☐ **OTHER** _____

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. The City shall pay the Consultant for

services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on 5/26/2026 and ending 5/26/2029 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance

with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. 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. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

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 attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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

9. 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, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

The 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 the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. *Suspension.* The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Non-waiver of Breach.

The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained 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 in full force and effect.

22. Modification.

No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366
Bwallace@cityofportorchard.us
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

Robert Pusey, PLS
Phone No.: 360-536-1204
Email: bpusey@trulandsurvey.com

24. Resolution of Disputes; Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other Party.

25. Compliance with Laws.

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

26. Title VI.

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

27. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

By: _____

Title: _____

Date: _____

CITY OF PORT ORCHARD

By: _____

Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney's Office

EXHIBIT A

Exhibit A – Scope of Services

General Description of Services

- Boundary and topographic surveys
- Right of way and easement determination
- Construction staking for capital and development projects
- Plat and short plat preparation
- Preparation of legal descriptions and associated exhibits
- CAD drafting and GIS compatible data deliverables
- Survey research including review of plats, deeds, and public records
- Coordination with City departments and external agencies
- Other professional surveying services as requested by the City

Task Order Assignments

- Scope of work for that task
- Schedule and required deliverables
- Fee basis (per Exhibit B)
- Project specific standards and requirements
- The Consultant shall not proceed with any work until a written Notice to Proceed is issued.

Standards and Requirements

- Meet the professional standard of care required under the Agreement
- Comply with federal, state, and local laws and regulations
- Conform to City of Port Orchard Public Works Standards
- Be performed by qualified and licensed personnel in the State of Washington
- Include clear, complete, and certified survey deliverables where applicable

Deliverables

- Signed and stamped survey maps
- Digital CAD files in a City approved format
- GIS ready data layers
- Legal descriptions with supporting sketches
- Field notes and research documentation
- Construction staking reports and layout files
- Project correspondence and coordination records

Coordination and Communication

- Attend meetings as requested (in person or virtual)
- Coordinate with City staff, project managers, and other agencies
- Provide regular updates to the City's designated Project Manager
- Respond to City inquiries in a timely manner

Quality Assurance

- Accuracy and completeness of all survey work
- Compliance with state surveying laws and Washington Administrative Code
- Adherence to contract requirements and City standards

Additional Services

- Utility locating in coordination with third parties
- FEMA elevation certificates
- Hydrographic surveys
- Expert testimony or documentation for property disputes
- Such services will only be performed after written authorization from the City.

EXHIBIT B

Rates for Services to be Provided by Consultant: The Consultant shall furnish the services in accordance with the rates specified below or attached hereto as Exhibit B.

This Agreement is a multi-year contract, if the Consultant requests a rate adjustment after the first or second year, any increase shall require a minimum of sixty (60) days' advance written notice to the City. Any such adjustment shall be limited to no more than the annual CPI-U for the Seattle/Tacoma/Bellevue region unless otherwise approved in writing by the City.



PO Box 268
Gig Harbor, WA 98335-0268

**TRULAND SURVEY LLC BILLING RATE SCHEDULE
PORT ORCHARD ON-CALL SURVEY (2026-2029)
JANUARY 2026 - DECEMBER 2026**

<u>Classification</u>	<u>Hourly Billing Rate</u>
Survey Project Manager	\$196.00
Project Surveyor	\$174.00
Survey Office Technician	\$146.00
Field Survey Party Chief	\$136.00
Field Survey Crew Member	\$104.00
Field Survey Robotic Crew	\$151.00
Administrative Support	\$98.00
Expert Witness Testimony	\$275.00

Direct project expenses and reproduction costs are billed at cost plus 15%

Mileage expense is billed at current approved GSA mileage rate

Survey equipment billed at \$145/day

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.C. Approval of Amendment No.1 to Contract C083-25 with Consor North America, Inc. for the Old Clifton Intertie Project (Ryan)

Meeting Date: May 26, 2026

Presenter:

Summary and Background:

The City entered into a contract with Consor North America, Inc. in September 2025 following a publicly advertised RFQ process, consultant interviews, and Council approval under Resolution 026-25 documenting the selection. The original contract advanced the Old Clifton Intertie Project through the 60 percent design stage.

Amendment No. 1 adds the full set of engineering, permitting, and regulatory tasks required to complete final design and prepare a complete, bid-ready construction package. This includes development of coordinated 100% percent design documents across all disciplines; updates to plans, specifications, and engineer's cost estimates; detailed permitting with City, County, State, and environmental agencies; preparation of the Washington State Department of Health Project Report; environmental and regulatory documentation; and quality management reviews and design workshops with City staff. The amendment also provides for bid-process support.

To incorporate this expanded scope, Amendment No. 1 adds updated Exhibits A and B to the agreement and increases the contract amount by \$652,329, establishing a new not-to-exceed total of \$1,651,263. This amendment provides the remaining technical and regulatory work required to complete final design and transition the project into construction procurement.

The City has received confirmation that the Old Clifton Intertie Project will receive Public Works Board funding with a start date of May 15, 2026. Approval of Amendment No.1 aligns the project schedule with this funding and allows final design efforts to continue without delay.

Relationship to Comprehensive Plan: 7 - Utilities

Recommendation: Staff recommends approval of Amendment No. 1 to Contract C083-25 with Consor North America, Inc. in the amount of \$652,329 to complete final design, permitting, DOH Project Report development, and bid-period support for the Old Clifton Intertie Project.

Motion for Consideration: I move to approve Amendment No. 1 to Contract C083-25 with Consor North America, Inc., increasing the contract amount by \$652,329 to complete final design, permitting, DOH reporting, and bidding support for the Old Clifton Intertie Project.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

Amendment No. 1 increases the contract amount by \$652,329, establishing a new total not-to-exceed amount of \$1,651,263. Funding for this work is available within the Old Clifton Intertie. The City has received confirmation from the Public Works Board for additional design loan funding in the amount of \$650,000 funding with a start date of May 15, 2026. The amendment aligns the design effort with the available funding and does not require an additional appropriation.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. 056-25 - Resolution - Old Clifton Intertie Project
2. C083-25 Amendment No. 1_Conсор_5.20.2026

RESOLUTION NO. 056-25

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CONSOR NORTH AMERICA, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE OLD CLIFTON INTERTIE PROJECT, AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City requires professional architectural and engineering services to design the Old Clifton Intertie Project, which will improve water system reliability and reduce reliance on an adjacent purveyor (the "Project"); and

WHEREAS, on June 20, 2025, the City of Port Orchard Public Works Department published a Request for Qualifications (RFQ) for Architectural and Engineering Services for the Project; and

WHEREAS, by the July 21, 2025, deadline, the City's Public Works Department received four (4) Statements of Qualification (SOQ) from qualified firms; and

WHEREAS, after staff reviewed the SOQs received, the City's Public Works Department interviewed two (2) firms on July 31, 2025; and

WHEREAS, based upon overall qualifications, inclusive of interview scoring, the City's Public Works Department selected Consor North America, Inc. for the Project and then negotiated a contract and the Project Understanding (Scope, Budget, and Timeline); and

WHEREAS, on September 2, 2025, Consor North America, Inc. provided the City's Public Works Department with a viable proposal for the Project, including a defined Scope of Services, fee estimate, and schedule, in the amount of \$998,934; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract by Resolution; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the Mayor to execute a Contract with Consor North America, Inc. for the Old Clifton Intertie Project, in the amount of Nine Hundred Ninety-Eight Thousand Nine Hundred Thirty-Four Dollars (\$998,934), in a form acceptable to the city attorney.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 9th day of September 2025.

Signed by:

Rob Putaansuu

3B96492E3E5847D

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace

Brandy Wallace, MMC, City Clerk



Amendment No. 1 to Contract No. C083-25
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH
Conсор North America, Inc.

THIS AMENDMENT No.1 to Contract No. C083-25 (“Amendment”) is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Conсор North America, Inc. a Washington Corporation (“Consultant”). City and Consultant are each a “Party” and together “Parties” to this Amendment.

RECITALS:

WHEREAS, on the 9th day of September, 2025, the City executed a Professional Services Agreement for Old Clifton Intertie Design Services with the Consultant (“Underlying Agreement”); and

WHEREAS, additional work is required to advance the Old Clifton Intertie Project from its prior 60% design stage to full 100% bid-ready design, including preparation of complete final plans, specifications, updated cost estimates, and design-phase coordination; and

WHEREAS, the Consultant must also perform permitting tasks necessary for the project, including preparation of City, County, State, and environmental permit applications, as well as develop the Washington State Department of Health (DOH) Project Report needed for approval; and

WHEREAS, the project scope now includes bid-period support services such as preparing addenda and responding to bidder questions; and

WHEREAS, the amendment provides budget for unanticipated services that may be necessary to complete the final design package, including a limited allowance for potential NEPA-related work; and

WHEREAS, the Consultant has submitted a detailed scope (Exhibit A) and fee estimate (Exhibit B) documenting the expanded tasks—Project Management, Final Design (90% and 100% design), Permitting, DOH Project Report, Bid-Period Services, and Unanticipated Services—totaling \$652,329.

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

FIRST AMENDMENT TO AGREEMENT:

1. **Amendment.** The Agreement is hereby amended to **add the following Exhibits**, which are attached to this First Amendment and incorporated herein in full:

- i. **Exhibit A – Old Clifton Intertie Scope of Services (Final Design & Bidding)**
- ii. **Exhibit B – Old Clifton Intertie Fee Estimate (Final Design)**

These Exhibits are in addition to the existing exhibits previously attached to the Agreement.

2. **Amendment to Compensation Terms.** Section 2 of the Agreement titled “Compensation” is hereby amended to reflect the updated Scope of Services and Fee Estimate included in Exhibit A and Exhibit B added by this First Amendment. The parties acknowledge and agree that:

- i. The services described in the newly added Exhibits shall remain **Time and Materials Not to Exceed**.
- ii. The Not to Exceed amount is increased by \$652,329.00, resulting in a new total Not to Exceed amount of **\$1,651,263.00**, unless otherwise authorized in writing.
- iii. Compensation for these additional services shall continue to be based on the billing rates and reimbursable expenses set forth in Exhibit B, as attached to and incorporated into this Amendment.

3. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

5. **Effective date.** This Amendment shall be effective as of 5/26/2026

DATED this 26TH day of May 2026.

CITY OF PORT ORCHARD, WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor



Signature

ATTEST/AUTHENTICATED:

Lael Alderman, Vice President/Region Director, Water
Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

EXHIBIT A

AMENDMENT NO. 1

SCOPE OF SERVICES

OLD CLIFTON INTERTIE PROJECT – FINAL DESIGN

& BIDDING

CITY OF PORT ORCHARD

Introduction

Conсор North America, Inc. (Conсор) has developed this Amendment No. 1 Scope of Services (Scope) and accompanying fee estimate to provide engineering services for the Old Clifton Intertie project (Project). The scope and fee have been developed based on discussions with City of Port Orchard (City) staff and Conсор's understanding of the project.

The consultant team is led by Conсор as the prime consultant and includes sub-consultants CG Engineering (CG) for structural engineering services, Industrial Systems Inc. (IS) for electrical, instrumentation, and controls, and the Driftmier Architects (Driftmier) for architectural services.

Project Understanding

The Project involves a design of a water system intertie between the City's water system and the McCormick Woods water system. The project includes design of one (1) new booster pump station (BPS) and Pressure Reducing Valve (PRV) Facility, and water main to connect the 580 Zone to the 390 Zone. The BPS and PRV Facility is anticipated to be located along SW Old Clifton Road in a City-owned parcel. The interconnecting water main is planned to be located within the public right-of-way for SW Old Clifton Road. The final design phase of the Project includes the preparation of plans, specifications, contract documents (using the City's standard contract documents), permitting, and engineering opinions of probable construction costs (OPCC) needed for the bidding, based on the 60% design completed by Conсор anticipated to be complete in July 2026. Permitting for the project will be initiated prior to the 60% deliverable.

The Project requires Washington State Department of Health (DOH) Project Report approval.

Scope of Services

The Scope of Services includes permitting, final design, and bid period services project phases. Tasks include the following elements:

- Objective: Summary of the goals that will be achieved by the task
- Activities: Project elements and efforts that will be completed by the Conсор project team
- Deliverables: The finished product that will be delivered to the City
- Assumptions: Assumptions used to develop each task

City staff will be actively engaged throughout the project, utilizing a series of meetings, workshops, and presentations to solicit City input and develop consensus at key points in the design process. Tasks in this Scope of Services include:

- Task 1 – Project Management
- Task 2 – Final Design
- Task 3 – Permitting
- Task 4 – DOH Project Report
- Task 5 – Bid Period Services
- Task 6 – Unanticipated Services

Task 2 has sub-tasks for the BPS and PRV Facility and the water main designs. A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Fee Estimate included as **Exhibit B**.

Engineering services during construction, construction observation, and special inspections are not included in the Scope of Services. Specific scope and budget may be added by Contract Amendment once the construction phase for the facilities has been approved by the City.

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 implementing the project scope.

Activities

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by task, including cost-to-complete, earned value, cash flow, and sub-consultant participation. Monthly status reports to include schedule updates if the schedule shifts.

1.2 Coordination with City Staff

Coordinate with City staff by regular status reports, monthly status meetings, weekly telephone communication, and e-mail during the project. City PM to be copied on all email communications with City staff.

1.3 Consultant Team Coordination

Coordinate with and manage project team, including subconsultants on specific tasks, scope, and budget to facilitate execution of the Scope of Services. Internal team coordination to include one-hour, bi-weekly team conference calls with discipline leads and key team members.

1.4 Decision Log

Develop, maintain, and monitor a decision log to document major project decisions.

Deliverables

- Monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Meetings attended
 - Problems encountered and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls or optional services
 - Budget Analysis
 - Updated monthly schedule, when applicable
 - Issues requiring project team action
- Kickoff meeting agenda and notes
- Decision log form

Assumptions

- Notice to Proceed date by May 4, 2026, with a focus on the Permitting task.
- Project duration is anticipated to be 13 months.
- Non-bi-weekly meeting agenda will be submitted to City in advance of meetings and workshops for City review and input.
- City reviews:
 - Review period for deliverables is 10 working days.
 - Review comments will be compiled into a single document before submitting them to Consor.
- Assume 13 progress payments/status reports.
- Project workshops and design review meetings are included in later tasks.
- Project schedule will be developed and maintained using MS Project; includes up to two (2) updates.

Task 2 – Final Design

Objective

Develop the Project preliminary design to 90% and 100% levels of completion. The project is broken into two (2) areas based on Project components.

- BPS and PRV Facility
- Water Main

Anticipated elements for *each* Task 2 subtask include:

- **90% Plans and Technical Specifications:** Develop the Project 60% design to approximately 90% completion. Provide approximately 97 of 97 construction drawings in the 90% Design Submittal for the General, Civil, Structural, Mechanical, Architectural, P&IDs, E&IC design disciplines. The 90% Design Submittal to include construction drawings, full specifications, 90% Engineer's OPCC and updated project schedule.

- **100% Plans and Technical Specifications:** Develop the Project 90% design to 100% completion. Provide 97 of 97 construction drawings in the 100% Design Submittal for the General, Civil, Structural, Mechanical, Architectural, P&IDs, E&IC design disciplines. The 100% Design Submittal to include construction drawings, full specifications, 100% Engineer's OPCC and updated project schedule.
- **Review Meeting:** Conduct review meeting following the 90% deliverable with City staff in a workshop setting virtually via telephone or Microsoft Teams.

Activities

2.1 BPS and PRV Facility

2.1.1 90% Design

Expand upon the 60% Design Submittal following City review and develop the 90% Design Submittal to include necessary drawings and specifications for the construction of the BPS and PRV Facility and associated facilities. 90% Design Submittal to incorporate City Permit review comments.

2.1.2 100% Design

Finalize the design drawings and full specifications required for bidding.

2.2 Water Main

2.2.1 90% Design

Expand upon the 60% Design Submittal following City review and develop the 90% Design Submittal to include necessary drawings and specifications for the construction of the water main and associated facilities. 90% Design Submittal to incorporate City Permit review comments.

2.2.2 100% Design

Finalize the design drawings and full specifications required for bidding.

2.3 Opinion of Probable Construction Cost (OPCC)

Prepare OPCCs as part of the 90% (AACE International Class 1) and 100% (AACE International Class 1) design submittals.

2.4 Quality Management

Perform quality management on all deliverables.

Deliverables

- Meeting agendas, notes, and supporting materials, draft and final in PDF format
- The 90% and 100% design submittals include design plans at half size (11x17), technical specifications, OPCC and construction schedule in PDF format.

Assumptions

- Scope of Services does not include structural design of any site walls, detention vaults, or other site structures.
- Design of the pre-engineered trusses, if used, will be part of a design-build package by the truss manufacturer.
- Incorporate standard front end contract documents, provided by the City, into complete Contract Documents with approved modifications by Consor.
- Provide Washington Professional Engineer's Stamp with signature and date on final bid ready edition of the contract documents.
- City distributes design review packages and bid documents for the project.
- The current CSI MasterFormat specifications to be used.
- No significant changes to the BPS and PRV Facility building post 60% design.
- City comments on the 90% design submittal will not impact the basis of the design, nor will they change direction received earlier in the design process.
- Materials developed for design will be sufficient for use in public engagement.
- There will be no new comments from the City from the 100% review, only confirmation that comments were adequately addressed.
- Quality management is included in this task for review of deliverables.

Task 3 – Permitting

Objective

Provide services to assist the City in obtaining permits and approvals necessary to construct the Project. Complete the environmental documentation and permit applications for the Project. Prepare a permit submittal and tracking matrix and provide periodic updates. Meet with stakeholders early to introduce Project, define design criteria, and critical areas review requirements. Provide timely and thorough responses to regulatory agencies.

Activities

3.1 Permitting

Prepare the required local, state, and federal permit applications and supporting documents. The following permit applications are anticipated to be prepared:

- City Building Permit application, including permit-review ready structural calculations sealed by a Washington licensed Structural Engineer
- City and Kitsap County Right-of-Way (ROW) Permit applications
- City Minor Land Disturbing Permit (LDAP) application
- Stormwater Drainage Report
- City Sewer Connection Permit application
- City Critical Areas Permit application
- State Environmental Policy Act (SEPA) checklist
- NPDES Construction Stormwater General Permit

Submit an electronic copy of the draft permit applications for review. Incorporate comments into final permit applications.

Attend one (1) permit meeting with up to two (2) members of the Project team.

3.2 Quality Management

Perform quality management on all deliverables.

Deliverables

- Draft and final permit applications.

Assumptions

- Two (2) rounds of revisions from the project team will be required prior to finalization of the permit applications.
- A traffic control permit, except one submitted by the contractor during construction, is not required.
- SEPA will result in a Declaration of Non-Significance.
- A Hearing Examiner will not be involved.
- Permits are submitted electronically.
- The site is not in a floodplain.
- Electrical, plumbing, mechanical, and over the counter permits will be obtained by the contractor after award of the construction contract or be deferred submittals.
- Application of permits does not ensure that permits can be obtained.
- Effort for this task is an allowance and is limited to the budget established in the level of effort. Additional effort, if required will be provided through a contract amendment.
- Quality management is included in this task for review of deliverables.

Task 4 –DOH Project Report

Objective

Develop draft and final Project Report for submission to DOH per Water System Design Manual (Revised June 2020) requirements.

Activities

4.1 DOH Project Report

Develop the draft Project Report and submit for City review. Incorporate City comments and submit to DOH for review. Incorporate DOH review comments and submit Final Project Report for DOH approval.

4.2 Quality Management

Perform quality management on all deliverables.

Deliverables

- Draft and final Project Report in PDF format.

Assumptions

- The Preliminary Design Report will be the basis of the DOH Project Report.
- Only one (1) round of revisions from the City will be required prior to finalization of the draft Project Report. City to provide review comments within 10 calendar days of receiving draft Project Report.
- Only one (1) round of revisions from DOH will be required prior to finalization of the final Project Report.
- DOH review will take no longer than 30 calendar days.
- Quality management is included in this task for review of deliverables.

Task 5 – Bid Period Services

Objective

Provide support to City staff during bidding with Addendum preparation.

Activities

5.1 Bid Period Services

Addenda

Prepare addenda for the City's review and distribution to respond to Bidder questions and inquiries and provide clarification of Contract Documents.

5.2 Quality Management

Perform quality management on all deliverables.

Deliverables

- One (1) electronic (PDF) copy of each addendum

Assumptions

- The bidding process will be led by the City with support from Consor for preparing addenda.
- For budgetary purposes, three (3) addenda are estimated.
- Quality management is included in this task for review of deliverables.

Task 6 – Unanticipated Services

Objective

Unanticipated services authorized under this task are at the City's discretion. Consor will provide scope and fee estimate for additional services when requested by the City and will commence work only when written authorization is provided by the City. \$20,000 of the Unanticipated Services budget is reserved for the possible NEPA process; should NEPA occur and more budget is required, an amendment will be prepared.

Estimated Schedule

The estimated schedule provided in the following table is based on the City's desires for design to be begin as soon as possible. The schedule is dependent on regulatory review durations that are assumed to take 120 working days. A more detailed project schedule will be developed after Notice to Proceed is provided by the City.

Task Name	Duration	Start	Finish
Notice to Proceed	0 days	May 2026	May 2026
Pre-Application Meeting with City	0 days	May 2026	May 2026
Update Permit Application Items	5 days	June 2026	June 2026
Permit Regulatory Review	120 days	June 2026	December 2026
90% Design	50 days	July 2026	August 2026
City Review	10 days	September 2026	September 2026
Draft DOH Project Report	25 days	December 2026	February 2027
DOH Project Report Review	20 days	February 2027	March 2027
100% Design	40 days	January 2027	March 2027
Final DOH Project Report	5 days	March 2027	March 2027
Bid Period	30 days	April 2027	May/June 2027

Budget

The fee estimate is included as Exhibit B. Payment will be made at the billing rates for personnel working directly on the project, which will be made at Consor's Hourly Rates, plus Direct Expenses incurred. Billing rates are included as Exhibit C. Subconsultants, when required by Consor, will be charged at actual costs plus a 10 percent fee to cover administration and overhead costs. Direct expenses will be paid at the rates shown in Exhibit C.

EXHIBIT C



2026 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2026 through December 31, 2026. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2026 Rates</u>	<u>Billing Classifications</u>	<u>2026 Rates</u>
Principal Engineer VI	\$384	Construction Manager X	\$340
Principal Engineer V	\$362	Construction Manager IX	\$316
Principal Engineer IV	\$342	Construction Manager VIII	\$299
Principal Engineer III	\$322	Construction Manager VII	\$287
Principal Engineer II	\$304	Construction Manager VI	\$267
Principal Engineer I	\$288	Construction Manager V	\$246
Professional Engineer IX	\$278	Construction Manager IV	\$234
Engineering Designer IX	\$273	Construction Manager III	\$213
Professional Engineer VIII	\$269	Construction Manager II	\$197
Engineering Designer VIII	\$261	Construction Manager I	\$167
Professional Engineer VII	\$257	Construction Coordinator V	\$228
Engineering Designer VII	\$248	Construction Coordinator IV	\$206
Professional Engineer VI	\$245	Construction Coordinator III	\$191
Engineering Designer VI	\$236	Construction Coordinator II	\$169
Professional Engineer V	\$232	Construction Coordinator I	\$153
Engineering Designer V	\$224	Construction Admin Specialist IV	\$201
Professional Engineer IV	\$218	Construction Admin Specialist III	\$183
Engineering Designer IV	\$212	Construction Admin Specialist II	\$159
Professional Engineer III	\$211	Construction Admin Specialist I	\$140
Engineering Designer III	\$209	Inspector VII	\$246
Engineering Designer II	\$197	Inspector VI	\$228
Engineering Designer I	\$183	Inspector V	\$206
Principal III	\$390	Inspector IV	\$191
Principal II	\$349	Inspector III	\$169
Principal I	\$310	Inspector II	\$153
Project Manager V	\$304	Inspector I	\$132
Project Manager IV	\$299	Technician IV	\$211
Project Manager III	\$280	Technician III	\$192
Project Manager II	\$249	Technician II	\$167
Project Manager I	\$218	Technician I	\$147
Cost Estimator III	\$332	Project Coordinator IV	\$204
Cost Estimator II	\$269	Project Coordinator III	\$185
Cost Estimator I	\$204	Project Coordinator II	\$167
Quality Control Compliance Specialist	\$210	Project Coordinator I	\$153
Climate Scientist VI	\$307	Administrative III	\$153
Climate Scientist V	\$270	Administrative II	\$141
Climate Scientist IV	\$244	Administrative I	\$126
Climate Scientist III	\$217		
Climate Scientist II	\$200		
Climate Scientist I	\$169		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

OLD CLIFTON INTERTIE FINAL DESIGN & BIDDING
CITY OF PORT ORCHARD
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)												Labor	Subconsultants			Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total	
	Principal Engineer IV	Principal Engineer VI	Principal Engineer IV	Professional Engineer VIII	Professional Engineer VII	Cost Estimator III	Engineering Designer III	Engineering Designer I	Engineering Designer IX	Project Coordinator III	Project Coordinator I	Hours		Structural - CG	E&IC - IS	Architect - Driftmier							
Task 1 - Project Management																							
Task 1.1 - Invoices/Status Reports	13									13		26	\$ 6,848				1.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,848
Task 1.2 - Coordination with City Staff	80											80	\$ 27,357				1.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,357
Task 1.3 - Consultant Team Coordination	80											80	\$ 27,357				1.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,357
Task 1.4 - Decision Log	12											12	\$ 4,104				1.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,104
Task 1 Subtotal	185	0	0	0	0	0	0	0	0	13	0	198	\$ 65,665	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,665
Task 2 - Final Design																							
Task 2.1 - BPS and PRV Facility	41		45	154	7		230	43	292		10	822	\$ 209,793	\$ 15,845	\$ 33,488	\$ 22,300	1.10	\$ 78,796	\$ -	\$ 5,256	\$ -	\$ 293,845	
Task 2.2 - Water Main	13				56			136	103		6	314	\$ 72,778				1.10	\$ -	\$ -	\$ 1,854	\$ -	\$ 74,632	
Task 2.3 - Opinion of Probable Construction Cost (OPCC)	4		2	10	10	20	30	20				96	\$ 23,878				1.10	\$ -	\$ -	\$ -	\$ -	\$ 23,878	
Task 2.4 - Quality Management		120					20	10				150	\$ 52,113				1.10	\$ -	\$ -	\$ -	\$ -	\$ 52,113	
Task 2 Subtotal	58	120	47	164	73	20	280	209	395	0	16	1382	\$ 358,562	\$ 15,845	\$ 33,488	\$ 22,300		\$ 78,796	\$ -	\$ 7,110	\$ -	\$ 444,468	
Task 3 - Permitting																							
Task 3.1 - Permitting	24		4	40	12		38	38	8			164	\$ 40,494			\$ 6,000	1.10	\$ 6,600	\$ -	\$ 144	\$ -	\$ 47,238	
Task 3.2 - Quality Management		2					2	2				6	\$ 1,552				1.10	\$ -	\$ -	\$ -	\$ -	\$ 1,552	
Task 3 Subtotal	24	2	4	40	12	0	40	40	8	0	0	170	\$ 42,046	\$ -	\$ -	\$ 6,000		\$ 6,600	\$ -	\$ 144	\$ -	\$ 48,790	
Task 4 - DOH Project Report																							
Task 4.1 - DOH Project Report	4		6	16	8		16	16	4		8	78	\$ 18,369				1.10	\$ -	\$ -	\$ 72	\$ -	\$ 18,441	
Task 4.2 - Quality Management		4					4	4				12	\$ 3,105				1.10	\$ -	\$ -	\$ -	\$ -	\$ 3,105	
Task 4 Subtotal	4	4	6	16	8	0	20	20	4	0	8	90	\$ 21,474	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 72	\$ -	\$ 21,546	
Task 5 - Bid Period Services																							
Task 5.1 - Bid Period Services	8		4	12	12		8	8	8			60	\$ 15,736	\$ 1,700	\$ 5,772	\$ 6,000	1.10	\$ 14,819	\$ -	\$ 144	\$ -	\$ 30,699	
Task 5.2 - Quality Management		2					1	1				4	\$ 1,160				1.10	\$ -	\$ -	\$ -	\$ -	\$ 1,160	
Task 5 Subtotal	8	2	4	12	12	0	9	9	8	0	0	64	\$ 16,897	\$ 1,700	\$ 5,772	\$ 6,000		\$ 14,819	\$ -	\$ 144	\$ -	\$ 31,860	
Task 6 - Unanticipated Services																							
Task 6.1 - Unanticipated Services												0	\$ -				1.10	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
TOTAL - ALL TASKS	279	128	61	232	105	20	349	278	415	13	24	1904	\$ 504,643	\$ 17,545	\$ 39,260	\$ 34,300		\$ 100,216	\$ 40,000	\$ 7,470	\$ -	\$ 652,329	



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.D. Approval of Change Order No.4 to Contract C027-25 with General Mechanical, Inc. for Melcher St Pump Station (Ryan)
Meeting Date: May 26, 2026
Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City is currently completing the Melcher Street Pump Station Rehabilitation Project under Contract C027-25 with General Mechanical, Inc. During construction, additional work was identified that is necessary for the Project's completion due to unknown conditions, and that was not included in the original contract.

Following review of RFI 07, several electrical components required clarification and additional installation effort. This included wiring for the intrusion alarm, a new exterior light, the generator start command, and conduit and wiring for the generator louver motors. The contractor submitted a cost proposal for this work totaling \$5,022.00.

In addition, PSE's original service design was determined to be infeasible after a joint site visit with PSE, the contractor, and City staff. PSE subsequently revised the service layout, requiring the transformer to be relocated and the secondary service to be installed underground. This resulted in the need for trenching, civil restoration, and new conduit and wiring to meet the updated design. The work was requested through PR-002 on December 16, 2025, and the associated cost is \$59,387.00.

Due to the redesign and delays related to PSE's service installation, owner-furnished generator components, and the ATS relocation, the contractor has also requested an extension of 31 working days.

Change Order 04 reflects all of these items and totals \$70,399.04 including sales tax. The work is necessary to complete the electrical service upgrades required for system startup and project closeout.

Relationship to Comprehensive Plan: 7 - Utilities

Recommendation: Staff recommends approval of Change Order No. 04 for Contract C027-25 in the amount of \$70,399.04, including a time extension of 31 working days, to complete the electrical and underground service work required by the revised PSE design.

Motion for Consideration: I move to approve Change Order No. 04 to Contract C027-25 with

General Mechanical, Inc. in the amount of \$70,399.04 for the Melcher Street Pump Station Rehabilitation Project.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Funding for the project is already allocated. Additional costs associated with Change Order 4 will be covered within existing project budget capacity.

Alternatives:

Do not approve and provide direction to staff.

Attachments:

1. C027-25_ChangeOrder004

CITY OF PORT ORCHARD

Authorization for Change Order No. 4

Date: 5/26/2026 **Contractor:** General Mechanical, Inc.
Project: Melcher St. Pump Sta. Rehab 2316 S State Street
Contract / Job # C027-25 Tacoma, WA 98405

THIS CHANGE ORDER AUTHORIZES (add description).

Additional Work/Construction Change Directives: COP 04- Time and materials for miscellaneous electrical work based off RFI 07. Items include intrusion alarm, exterior light, generator start command, and generator louver conduit and motors. See COP 04 for breakout and more details. \$5,022.00

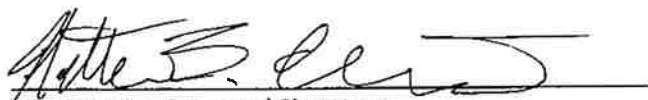
COP 05- Time and materials for the revised new PSE service underground electrical and civil work. Work to be completed per PSE approved plans. See PR 02 for request and requirements for the customer work (COPD). See COP 05 for breakout and more details. \$59,387.00

Time Only Extension- The owner furnished generator(silencer), PSE new service, ATS relocation have all impacted the working days for the project. Requesting 31 additional working days be added to the contract, 219 days(original)+31 days=250 working days

Change Order #4 Totals- \$70,399.04 w/ tax.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$715,300.00	\$66,522.90	\$781,822.90	25-Feb-25	Council
Change Order 1	\$9,400.00	\$874.20	\$10,274.20	16-Sep-25	PW Director
Change Order 2	\$10,580.00	\$983.94	\$11,563.94	23-Apr-26	PW Director
Change Order 3	\$24,580.00	\$2,285.94	\$26,865.94	04-May-26	PW Director
Change Order 4	\$64,409.00	\$5,990.04	\$70,399.04	26-May-26	Council
Total Contract	\$824,269.00	\$76,657.02	\$900,926.02		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.


Contractor Approval Signature

NATE S. CRUISE PM
Printed Name & Title


Public Works Director

JEAN R. RYAN
Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved: _____
Mayor

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest: _____
City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

Council Approval Date



General Mechanical, Inc.

2316 S. State St., Tacoma, WA 98405

(253)627-8155 fax (253)272-2756

Change Order Proposal

Monday, May 4, 2026

From: Nate Cruise

Project: Melcher St. Pump Station Renovation

To: City of Port Orchard

GM Job No:

250169

Attn: Jeff Huffmyer

Change Order No:

4

Description: Electrical RFI change order regarding the intrusion switch, exterior light, generator start command and generator louver dampers

Description	Total
Madsen Electric - Labor	\$ 3,221.00
Madsen Electric - Materials	\$ 577.00
Madsen Electric - Labor OH&P	\$ 483.00
Madsen Electric - Materials OH&P	\$ 87.00
GM - OH&P	\$ 654.00
	\$ 5,022.00
Tax: 0.00%	\$ -
Total This Change Order Quotation:	\$ 5,022.00

Comments:

Intrusion switch - connect the existing intrusion switch to the control panel not shown on drawings.

Exterior Light - provide new exterior light (see attached data sheet).

Generator Start Command - provide new wire and terminations from ATS to generator.

Generator Louvers - Provide new conduit and wire for louver damper motors. 120V power will originate from generator control panel

Copy To:

General Mechanical, Inc.

Approval

CNTR REG. NO.
GE-NE-RM*306QF

GENERAL MECHANICAL, INC.
Estimate Summary Sheet

[illegible]

	LABOR	MATERIAL	EQUIPMENT	RECONSTRUCT	TOTAL
BID BASE TOTALS	\$ -	\$ -	\$ -	\$ 4,367	\$ 4,367
INDIRECTS	BREAK-EVEN / CONTINGENCY / RISK (ENTER DESCRIPTION AND %)				
	\$ -	14.0% \$ -	0.0% \$ -	0.0% \$ -	\$ -
	\$ -	0.0% \$ -	0.0% \$ -	0.0% \$ -	\$ -
	\$ -	0.0% \$ -	0.0% \$ -	0.0% \$ -	\$ -
SUBTOTAL	\$ -	0.0% \$ -	0.0% \$ -	0.0% \$ -	\$ -
MARK-UPS	OVERHEAD AND PROFIT (ENTER DESCRIPTION AND %)				
	\$ -	21.0% \$ -	17.0% \$ -	15.0% \$ 655	\$ 655
SAFETY	\$ -	3.0% \$ -	17.0% \$ -	15.0% \$ 655	\$ -
SUBTOTAL	\$ -	0.0% \$ -	0.0% \$ -	0.0% \$ 655	\$ 655
BEFORE TAX TOTAL	\$ -	\$ -	\$ -	\$ 5,022	\$ 5,022
	B & O TAX @	0.0000%			
TOTAL W/ B & O TAX	\$ -	\$ -	\$ -	\$ 5,022	\$ 5,022
B & O on Sales Tax					\$ -

BASE BID TOTAL CHECK					
(ENTER VS TOTAL)			(COMPARE TOTAL)		
\$	4,367	\$	4,367	\$	4,367

OK OK OK OK OK

MARK-UPS		OVERHEAD AND PROFIT (ENTER DESCRIPTION AND %)							
SAFETY	\$ -	21.0%	\$ -	17.0%	\$ -	17.6%	\$ 655	15.0%	
	\$ -	3.0%	\$ -		\$ -				
SUBTOTAL	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ 655	15.0%	
BEFORE TAX TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 5,922			
B & O TAX @		0.0000%							
TOTAL W/ B & O TAX		\$ -	\$ -	\$ -	\$ -	\$ 5,922			
B & O on Sales Tax									

Total D & O Tax as a % of	
Before tax total	1.00%

0.0000%

TOTAL W/ B & D TAXES (CK)			
(MARKED 1 PAYS TOTALS)			
5	\$,022	5	\$,022

OK OK OK

TOTAL BID MINUS SALES TAX		-	\$	5,022
SALES TAX @		0.00%	\$	-
		TOTAL BID WITH SALES TAX: \$ 5,022		
		TOTAL MARKUP (OH&P AND INDIRECTS): 13.04%		
		TOTAL MARKUP (LESS GEN EQUIPMENT): 13.04%		

GENERAL MECHANICAL, INC.
Estimate Detail Sheet

[illegible]



3939 South Orchard Street
Tacoma, Washington 98466
(253) 383-4546 FAX (253) 591-7079
A Division of Carl T. Madsen Inc.
License # MADSEE*140P8

Change Order Request

**2530051 — Melcher Street Pump Station
Rehabilitation**

**COR Subject: Intrusion Switch, Exterior Light, Gen
Signal, and Louvers**

To Nate Cruise
General Mechanical
2316 South State Street
Tacoma, WA 98405

Contract No: 25.0169
COR Number: 2530051-2
COR Revision Number: 0
COR Date: 1/15/2026
Work Type: Price / Do Not Proceed
Days Valid: 5

Return To Beau James
Madsen Electric
3939 South Orchard St
Tacoma, WA 98466
253-383-4546
bjames@madselelectric.com

Scope Of Work / Time Extension Request

Our Price is based on a 40 hour workweek. No overtime or shift differential is included unless specifically shown above. Our price is subject to cost change if not accepted within 10 days.

Intrusion Switch

Provide and install conduit/wire to connect existing intrusion switch to the control panel.

Exterior Light

Provide and install conduit/wire for new exterior light above door. See attached spec sheet for proposed light fixture. Light will be controlled by a photocell.

Generator Start Command

Provide and install wire and terminations from ATS to generator. Use new already installed conduit pathways.

Generator Louvers

Provide and install conduit/wire for louvers in generator room. 120V power for the louvers will originate from the generator control panel. Install new conduit/wire/terminations to the existing louver motors.

We request a time extension of 2 working days.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Electrician Labor per attached	\$153.36	21.00 Hrs	1.00	\$3,220.56
Material per attached	\$576.81	1.00 EACH	-	\$576.81

Breakout

Labor : \$3,220.56
 Overhead Percent @ 15%: \$483.08
 Material : \$576.81
 Overhead Percent @ 15%: \$86.52
Total: \$4,366.97

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration or schedule compression. We expressly reserve the right to assess the cumulative impact of this change order and submit our request for any of these items.

Signed By:

Beau James

Dated: 1/15/2026

Beau James
 Project Manager

Melcher Street Pump Station

City of Port Orchard

Intrusion Switch

Attributes	Description	Measure	Count	Material \$	Labor Hours
1/2"	Conduit - EMT 10' Lengths	10		\$ 6.15	0.348
1/2"	Connector - EMT Set Screw Steel		2	\$ 0.66	0.2
1/2"	1-Hole Strap - EMT Steel		2	\$ 0.31	0.123
1/2"	Field Cut Knockout Labor		1		0.2
#14 Black	Wire THHN / T90 - Copper	40		\$ 6.84	0.215
#14 Green	Wire THHN / T90 - Copper	20		\$ 3.42	0.108
#14	Control Termination Per Wire to 600V		3		0.3
	Wire Marker		4	\$ 10.00	0.05
#22 to #10	Wire Connector Live Spring Twist-On - 600V w/ Wings		3	\$ 4.21	0.263
				\$ 31.59	1.807

Exterior Light

Attributes	Description	Measure	Count	Material \$	Labor Hours
Up to +/- 70W=	Luminaire Wall Mount - LED Integral Lamp		1	\$ 193.17	1.125
	Photocell		1	\$ 32.19	0.375
1/4-20 x 2-1/4"	Stud (Wedge) Anchor - Plated Steel		4	\$ 6.10	0.4
2-1/8" D	4" Square Box 1/2 & 3/4" KO		1	\$ 2.23	0.288
	4" Square Box Cover Flat Blank - Steel		1	\$ 7.54	0.031
1/2"	Conduit - EMT 10' Lengths	10		\$ 6.15	0.348
1/2"	Connector - EMT Set Screw Steel		4	\$ 1.33	0.4
1/2"	1-Hole Strap - EMT Steel		2	\$ 0.31	0.123
20A 1P	Breaker - 250V Bolt-On Standard 10k AIC		1	\$ 10.24	0.188
#12 Black	Wire THHN / T90 - Copper	40		\$ 9.84	0.258
#12 Green	Wire THHN / T90 - Copper	20		\$ 4.92	0.129
#12	Power Termination Per Wire to 600V		3		0.339
#22 to #10	Wire Connector Live Spring Twist-On - 600V w/ Wings		3	\$ 4.21	0.263

\$ 278.23	4.267
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Generator Start

Attributes	Description	Measure	Count	Material \$	Labor Hours
#14 Black	Wire THHN / T90 - Copper	80		\$ 13.68	0.43
#14 Green	Wire THHN / T90 - Copper	40		\$ 6.84	0.215
#14	Control Termination Per Wire to 600V		6		0.6
	Wire Marker		4	\$ 10.00	0.05

\$ 30.52	1.295
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Louvers

Attributes	Description	Measure	Count	Material \$	Labor Hours
1/2"	Conduit - EMT 10' Lengths	100		\$ 61.51	3.475
1/2"	Connector - EMT Set Screw Steel		6	\$ 1.99	0.6
1/2"	Coupling - EMT Set Screw Steel		10	\$ 3.12	0.4
1/2"	1-Hole Strap - EMT Steel		12	\$ 1.87	0.735
2-1/8" D	4" Square Box 1/2 & 3/4" KO		3	\$ 6.68	0.863
	4" Square Box Cover Flat Blank - Steel		3	\$ 22.61	0.094
1/2"	Conduit - FMC Steel	6		\$ 7.17	0.225
1/2"	Connector - FMC Screw-In Diecast		6	\$ 4.16	0.675
1/4-20 x 1-3/8"	Sleeve Anchor w/ Acorn/Hex Head Nut - Plated Steel		18	\$ 13.98	1.8
#12 Black	Wire THHN / T90 - Copper	333		\$ 81.88	2.144
#12 Green	Wire THHN / T90 - Copper	111		\$ 27.29	0.715
#12	Power Termination Per Wire to 600V		15		1.695
#22 to #10	Wire Connector Live Spring Twist-On - 600V w/ Wings		3	\$ 4.21	0.263

\$ 236.47	13.684
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\$ 576.81	21.053
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Catalog Number
Notes
Type

Contractor Select™

TWR LED

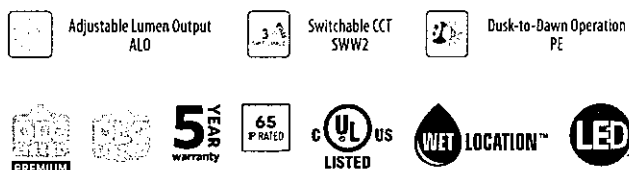
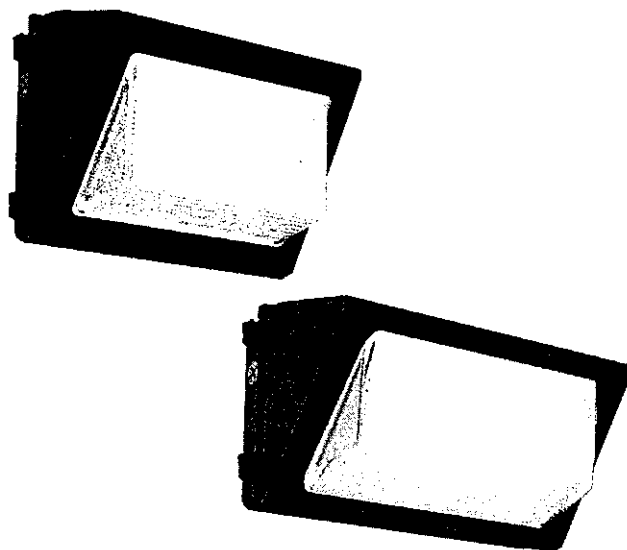
LED Wall Pack

Adjustable+Switchable+Photocell

The Lithonia Lighting® TWR wall packs combine the power of the latest generation of LEDs in a popular and classic day-form to provide exceptional energy savings. These wall packs give ultimate versatility to both the distributor and contractor by offering 18 configurations in one product with their standard Adjustable Lumen Output (ALO), Switchable color temperature (SWW2), and adjustable photocell (PE) features.

FEATURES:

- Two sizes deliver from 2,300 lumens up to 16,100 lumens, replacing 70W to 400W HID luminaires
- Energy savings of up to 86% when replacing HID wall packs with less than two year paybacks
- Three power levels of adjustable lumen output. Switchable CCT(3000K/4000K/5000K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP65 rated, Die-cast aluminum housing and borosilicate glass lens
- up to 155 LPW



Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	CRI
TWR1 LED ALO SWW2 UVOLT PE DDBTXD	2,300 Lumens	5,300 Lumens	8,500 Lumens*	Switchable 3000K, 4000K*, 5000K	Included Standard, Selectable On*/Off	120-347V	80CRI
TWR2 LED ALO SWW2 UVOLT PE DDBTXD	8,200 Lumens	12,100 Lumens	16,100 Lumens*				

* - Default out of the box settings

TWR LED Stock Configurations

Catalog Number	UPC	CI Code	Number of fixtures per pallet	Traditional Replacement
TWR1 LED ALO SWW2 UVOLT PE DDBTXD	00196183389947	*280GWW	45	70W - 250W HID
TWR2 LED ALO SWW2 UVOLT PE DDBTXD	00196183390028	*280GXS	32	250W - 400W HID



Specifications

INTENDED USE:

The TWR LED combines traditional wall pack design with latest generation LEDs to provide an energy-efficient, low maintenance LED wall pack suitable for replacing up to 400W Metal Halide fixtures. The traditional shape helps maintain building aesthetics when replacing only a portion of your building's wall packs. TWR LED is ideal for outdoor applications such as carports, loading areas, self storage and parking areas.

CONSTRUCTION:

Rugged cast-aluminum housing with bronze polyester powder paint for lasting durability. Door is hinged on the side and can be detached for easy installation and service. Castings are sealed with a one-piece gasket to inhibit the entrance of external contaminants. Rated for outdoor installations, -40°C minimum ambient.

ELECTRICAL:

Light engine consists of long-life, high-efficacy LEDs mounted on an internal aluminum heat sink to maximize heat dissipation and promote long life. LEDs maintain 90% of light output at 50,000 hours of service. (LED lifespan based on IESNA LM-80-08 results and calculated per IESNA TM-21-11 methodology. The UVOLT driver operates on any line voltage from 120-347V (50/60Hz). All luminaires have 6kV surge protection. There are no user serviceable parts. The fixture is supplied with a 0-10V driver and is dimmable by 0-10V controls.

INSTALLATION

Designed for wall mounting above four feet from ground. Housing is configured for mounting directly over a standard 4" outlet box (by others) or for surface wiring via any of four convenient 1/2" threaded conduit entry hubs.

LISTINGS:

UL Listed to U.S. and Canadian safety standards for wet locations. Tested in accordance with IESNA LM-79 and LM-80 standards.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

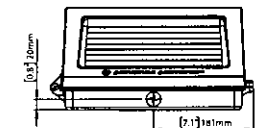
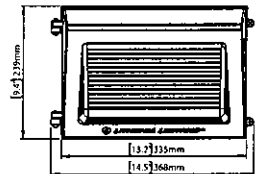
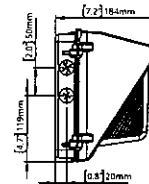
TWR1:

Width: 13.2" / 33.5cm

Height: 9.4" / 23.9cm

Depth: 7.2" / 18.4cm

Weight: 7.5lbs (3.4kg)



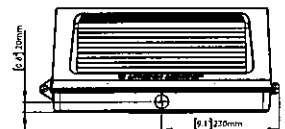
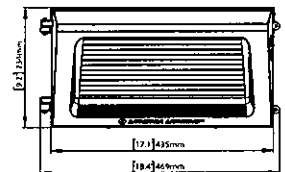
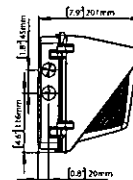
TWR2:

Width: 17.1" / 43.5cm

Height: 9.2" / 23.4cm

Depth: 7.9" / 20.1cm

Weight: 12.1lbs (5.5kg)



All dimensions are inches (centimeters) unless otherwise indicated.



General Mechanical, Inc.
2316 S. State St., Tacoma, WA 98405
(253)627-8155 fax (253)272-2756

Change Order Proposal

Wednesday, May 6, 2026

From: Nate Cruise

Project: Melcher St. Pump Station Renovation

To: City of Port Orchard

GM Job No: 250169

Attn: Jeff Huffmyer

Change Order No: 5

Description: Underground Electrical - Trenching from PSE utility pole to pump station, providing underground electrical and connecting service, modifying stairs/concrete for trenching and electrical.

Description	Total
Underground Electrical	\$ 59,387.00
	\$ 59,387.00
Tax: 0.00%	\$ -
Total This Change Order Quotation:	\$ 59,387.00

Comments: Please see attached backup

Copy To: General Mechanical, Inc.

Approval

CNTR REG. NO.
GE-NE-RM*306QF

GENERAL MECHANICAL, INC
Estimate Summary Sheet

CLIENT:		0	PROJECT:	\$	-	DATE:	10/19/00	ESTIMATE:				\$	-	TOTAL
BID ITEM	DESCRIPTION	\$	LAHOR \$	MATERIAL \$	EQUIP \$	SUB \$	TOTAL \$	LAHOR (MH)	(S)	MATERIAL (S)	EQUIPMENT (S)	SUBCONTRACT (S)	TOTAL (S)	
22 00 000 100	OVERLAP SUMMARY	\$	-	\$	\$	\$	-	0	\$	-	-	\$	-	
	VM EQUIPMENT SHEET	\$	-	\$	\$	\$	-	0	\$	-	-	\$	-	
	LAYOUT & COORDINATION	\$	5,428	\$	\$	\$	5,428	40	6,765	\$	-	\$	6,765	
		\$	-	\$	\$	\$	-	0	\$	-	-	\$	-	
		\$	-	\$	\$	\$	-	0	\$	-	-	\$	-	
	SAWCUT ASSISTANCE	\$	486	\$	\$	\$	1,850	4	608	\$	-	\$	2,072	
	SET FORMWORK	\$	2,927	\$	450	280	3,627	24	3,644	\$	327	293	4,467	
	SET REBAR	\$	2,927	\$	150	150	3,227	24	3,644	\$	234	176	4,053	
	PLACE CONCRETE	\$	1,951	\$	400	400	2,951	16	2,432	\$	702	468	3,602	
	STRIP FORMS	\$	976	\$	\$	\$	976	8	1,216	\$	-	\$	1,216	
		\$	-	\$	\$	\$	-	0	\$	-	-	\$	-	
	UTILITY TRUCK - 2WKS	\$	-	\$	\$	1,600	\$	1,600	0	\$	-	1,872	1,872	
	MANICANS & FENCING - 2WKS	\$	-	\$	\$	990	\$	990	0	\$	-	1,158	1,158	
		\$	-	\$	\$	\$	\$	-	0	\$	-	\$	-	
		\$	-	\$	\$	\$	\$	-	0	\$	-	\$	-	
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		ELECTRICAL SUB	\$	-	\$	\$	\$	18,954	0	\$	-	-	21,228	21,228
		EXCAVATOR SUB	\$	-	\$	\$	\$	10,170	0	\$	-	-	11,390	11,390
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		LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL		BASE BID TOTALS CHECK			
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		\$		\$		\$		\$		\$		\$		\$	
BID BASE TOTALS		\$ 14,497		\$ 2,062		\$ 3,390		\$ 30,974		\$ 51,123		\$ 51,123		\$ 51,123	
BREAK-EVEN / CONTINGENCY / RISK (ENTER DESCRIPTION AND %)												OK		OK	
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SUBTOTAL		\$ -		\$ 0.0%		\$ -		\$ 0.0%		\$ -		OK		OK	
OVERHEAD AND PROFIT (ENTER DESCRIPTION AND %)												OK		OK	
		\$ 3,606		\$ 21.0%		\$ 351		\$ 17.0%		\$ 7,730		14%		OK	
		\$ 533		\$ 3.0%		\$ -		\$ -		\$ 533				OK	
SUBTOTAL		\$ 3,620		\$ 24.0%		\$ 351		\$ 17.0%		\$ 8,264				OK	
BEFORE TAX TOTAL		\$ 18,317		\$ 2,413		\$ 3,966		\$ 34,691		\$ 59,387				OK	
B & O TAX @ 0.0000%		\$ 0.0000%		\$ -		\$ -		\$ -		\$ -				OK	
TOTAL W/B & O TAX		\$ 18,317		\$ 2,413		\$ 3,966		\$ 34,691		\$ 59,387				OK	
B & O on Sales Tax		\$ -		\$ -		\$ -		\$ -		\$ -				OK	

TOTAL BID MINUS SALES TAX	- \$	59,387
SALES TAX @ 0.00%	= \$	-
TOTAL BID WITH SALES TAX: \$		59,387
TOTAL MARKUP (OH&P AND INDIRECTS):		13.91%
TOTAL MARKUP (LESS GIN EQUIPMENT):		17.06%

GENERAL MECHANICAL, INC.
Estimate Detail Sheet

[illegible]

MADSEN ELECTRIC



3939 South Orchard Street
Tacoma, Washington 98466
(253) 383-4546 FAX (253) 591-7079
A Division of Carl T. Madsen Inc.
License # MADSEE*140P8

Change Order Request

2530051 — Melcher Street Pump Station Rehabilitation COR Subject: Service Conduit and Wire

To Nate Cruise
 General Mechanical
 2316 South State Street
 Tacoma, WA 98405

Contract No: 25.0169
COR Number: 2530051-3
COR Revision Number: 1
COR Date: 5/1/2026
Work Type: Price / Do Not Proceed
Days Valid: 5

Return To Beau James
 Madsen Electric
 3939 South Orchard St
 Tacoma, WA 98466
 253-383-4546
 bjames@madsenelectric.com

Scope Of Work / Time Extension Request

Our Price is based on a 40 hour workweek. No overtime or shift differential is included unless specifically shown above. Our price is subject to cost change if not accepted within 10 days.

Cost if for PVC conduit and Aluminum wire from CT can to new utility pole located on roadway.
See attached list of materials and drawings/pictures for reference.

We request a time extension of 5 working days.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Electrician	\$154.50	78.00 Hrs	1.00	\$12,051.00
Material per attached	\$4,430.17	1.00 EACH	-	\$4,430.17

Breakout

Labor : \$12,051.00
Overhead Percent @ 15%: \$1,807.65
Material : \$4,430.17
Overhead Percent @ 15%: \$664.53

Total: \$18,953.35

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration or schedule compression. We expressly reserve the right to assess the cumulative impact of this change order and submit our request for any of these items.

Signed By: 

Dated: 5/1/2026

Beau James
Project Manager

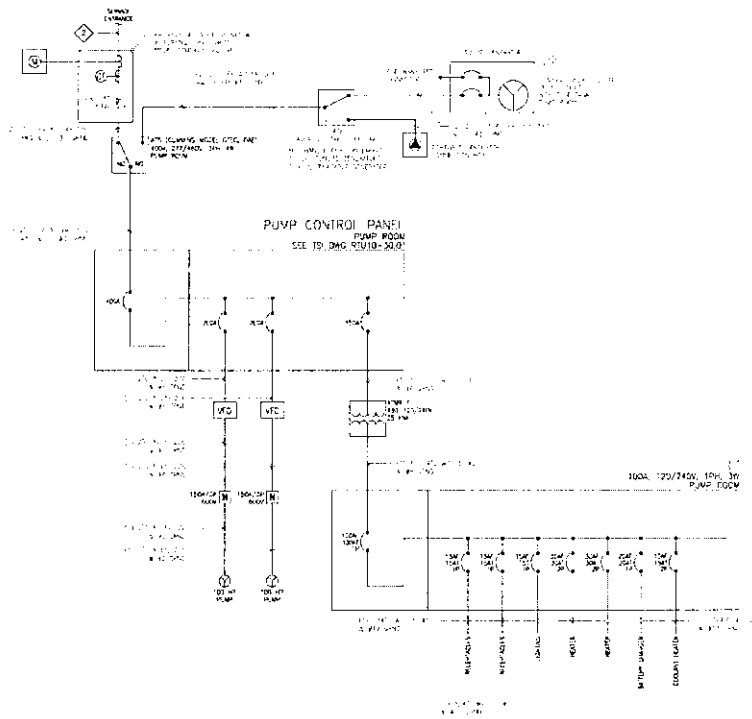
Melcher Street Pump Station

City of Port Orchard

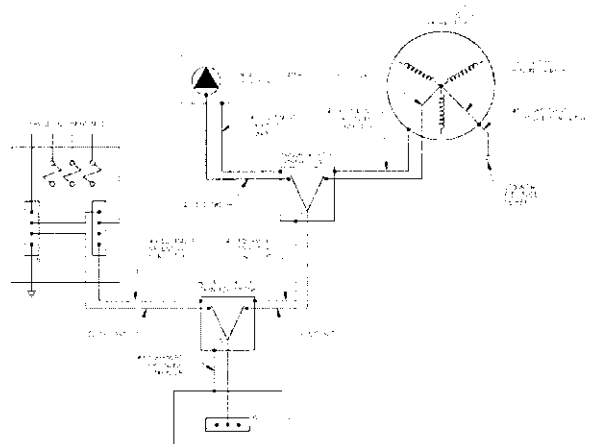
Service Conduit and Wire

Attributes	Description	Measure	Count	Material \$	Labor Hours
3"	Conduit - PVC 80 10' Lengths	100		\$ 314.49	5.9
3"	Conduit - PVC 40 10' Lengths	180		\$ 381.10	10.62
3"	Elbow 90 Degree - PVC 40 Bell End		2	\$ 42.44	1.68
3"	Coupling - PVC		4	\$ 12.51	0.25
3"	Connector - PVC Socket to Threaded		2	\$ 7.68	0.7
3"	Locknut - Steel		2	\$ 7.03	0.25
3"	Bushing - Plastic 105 Degree		2	\$ 4.54	0.21
3"	Field Cut Knockout Labor		2		1.2
3"	Service Entrance Fitting - PVC		2	\$ 319.61	1.13
3"	2-Piece Strut Clamp - RMC / IMC Steel Zinc Plated		12	\$ 36.65	1.89
1-5/8" D	1-5/8" W Channel w/ Slotted Holes	2		\$ 5.76	0.25
3/8-16 x 3"	Stud (Wedge) Anchor - Plated Steel		4	\$ 8.15	0.6
3/8" x 1-1/4"	Fender Washer - Plated Steel		4	\$ 0.94	0.08
	16" stand off brackets		4	\$ 223.48	1.25
1/2" x 4"	Lag Screw - Plated Steel		16	\$ 51.20	1.48
1/2" x 1-1/2"	Fender Washer - Plated Steel		16	\$ 4.72	0.48
#350 Black	Wire XHHW-2 / RW90 - Aluminum Standard	1,228.00		\$ 2,992.44	43.59
#350	Power Termination Per Wire to 600V		8		5.4
	PVC Cement All-Weather (1-Quart)		1	\$ 17.43	1.25

\$ 4,430.17 78.20



ELECTRICAL ONE-LINE DIAGRAM
E-501 NTS



GROUNDING DETAIL
E-501 NTS

KEY NOTES

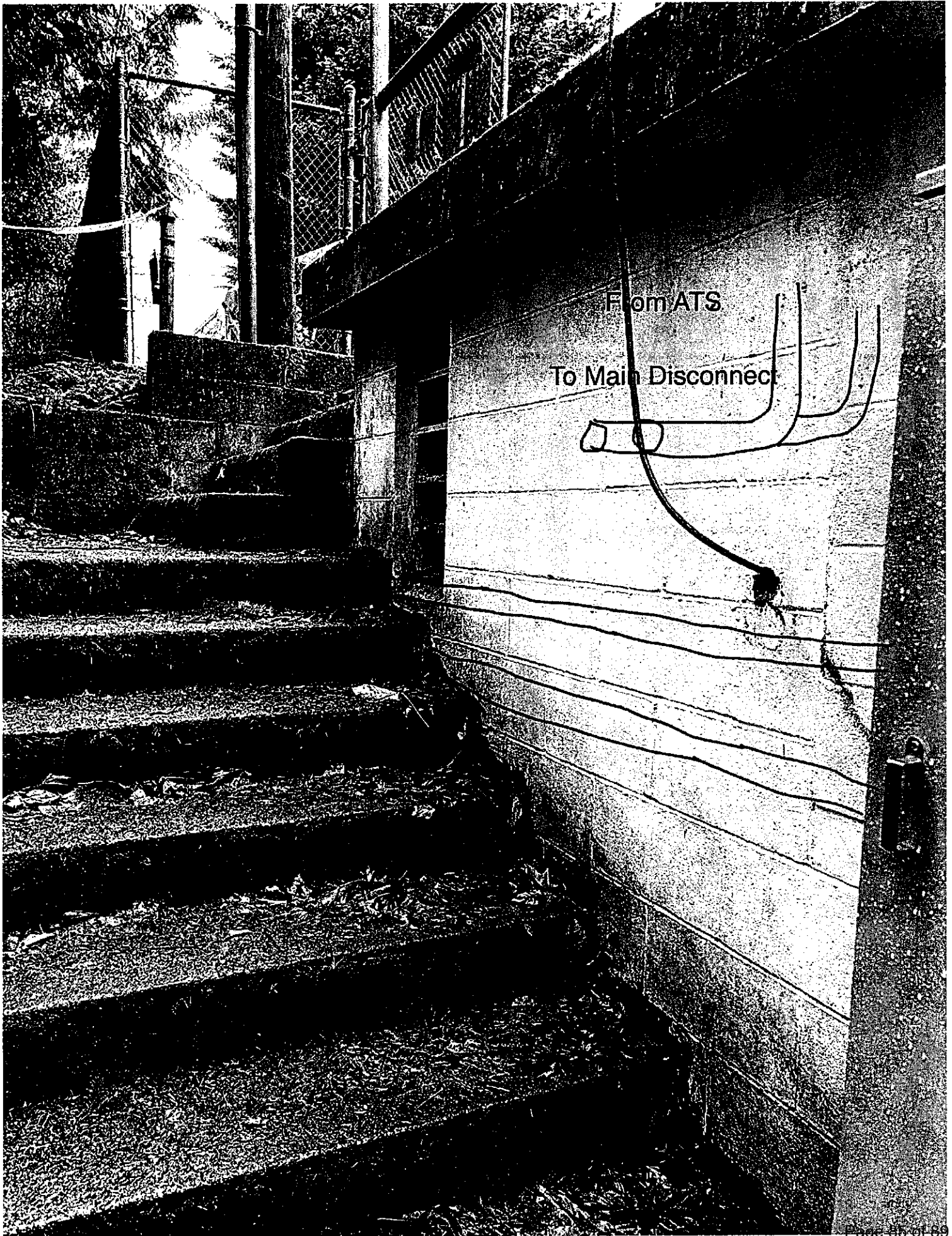
1. For Copper Conductors:
Single run with 500 KCMIL (3 hot, 1 neutral, 4 total wires) - one 3-1/2 inch conduit
Parallel run with 250 KCMIL (3 hot per, 1 neutral per, 4 total per, 2 runs) - two 2-1/2 inch conduits
 2. For Aluminum Conductors:
Single run with 600 KCMIL (3 hot, 1 neutral, 4 total wires) - one 4 inch conduit
Parallel run with 350 KCMIL (3 hot per, 1 neutral per, 4 total per, 2 runs) - two 2-1/2 inch conduits
- Reference also FBE Elect. Order Bkg 1011/9503-01

BID SET
11-NOV-2024

ART ANDERSON
ARCHITECTURAL ENGINEERING, INC.

MELCHER STREET PUMP STATION RENOVATION
SIDNEY AVENUE AT MELCHER STREET
PORT ORCHARD, WASHINGTON 99366

E-501





Proposal For

***General Mechanical – Melcher St Pump Station
Port Orchard***

Estimated submitted to:

Date 12/25

Excavate for approx. 100' of power duct

Raceway Utilities is pleased to provide this following estimate for the above project.

DESCRIPTION:

- 1. Trench approx. 28" deep for new power conduit to pump station**
- 2. Trenching may require breaking out some concrete steps, concrete to poured back by others**
- 3. Backfill trench and compact as required. Apply topsoil/grass seed where existing maintained grass is disturbed from trenching**
- 4. Haul off and dispose of broken concrete or excess spoils.**

Total estimate for this project \$10,170

Estimate to include mobilization to and from the project, set up and operation of our equipment.

Responsibilities of General Contractor

- 1. Any permits required**
- 2. Any bonding required**

Payment is due within 30 days upon date of billing. Raceway Utilities Inc has the right to charge 1.5% interest per month on past due accounts.

Estimate valid for 30 days from which date above.

If you may have any questions at please feel to contact me via phone or email at any time.

Thank you,

**Levi Venn
levivenn@racewayutilities.com
253-569-0917**



Proposal Request

Project: Melcher Street Pump Station Reh
Project No.: C027-25
Owner: City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

PR No.: PR-002
Issued: 12/16/2025
Issued To: General Mechanical, Inc.
2316 S State Street
Tacoma, WA 98405

Contract Date: 02/27/2025

Attn: Nate Cruise

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days or notify the City in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHAGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide a cost for time and materials for the new PSE service design (customer work). Madsen, General Mechanical, COPO and PSE met on 12/8/25 to discuss needs for the new design and underground service to the pump station.
 - a. Customer notes can be found on the PSE design drawings.

Attachments:

PSE drawings

Requested By: Jeff Huffnyer

Copies To: ☒ Owner
☐ Architect
☐ Consultant

☒ Contractor
☐ Field
☐ Other

END OF PROPOSAL REQUEST

