



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

**Contact us:**  
Phone (360) 876-4407  
Email [cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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**City Council  
Regular Meeting  
Tuesday, June 9, 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/89294675108>

**Zoom Meeting ID:** 892 9467 5108

**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. 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.

**3. Approval of Agenda**

**4. 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.)

**5. 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: May 12, 2026, City Council Regular Meeting Minutes
- D. Approval of Minutes: May 19, 2026, City Council Work Study Meeting
- E. Adoption of a Resolution Adopting a Mission, Vision, and Values Statement for the City of Port Orchard, and Repealing Resolution Nos. 1608 and 1838 (Wallace)
- F. Authorization for Mayor to sign Agreement with Separating Employee (Lund)

**6. Presentation**

- A. Police Department Commissioning Ceremony

**7. Public Hearing**

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

**8. Business Items**

- A. Adoption of an Ordinance Adopting the Bay Street Food Court Policy as Component of City's Downtown Revitalization Program (Archer)
- B. Adoption of a Resolution Authorizing the Mayor to execute a contract with All Around Fence, LLC for On-call Fencing (Ryan)
- C. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with BHC Consultants LLC to Complete the 390/260 Pressure Zone PRV Design Project (Ryan)
- D. Adoption of a Resolution Authorizing the Mayor to Execute a Supplemental Agreement for the SR166 Reconstruction Project Construction Phase Services with KPFF, Inc. (Ryan)
- E. Approval of Minutes: May 26, 2026, City Council Regular Meeting

**9. Discussion Items**

(No Action to Be Taken.)

**10. 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. Economic Dev. & Tourism; June 8, 2026; 9:30am; 2nd Monday of the month - Via Zoom  
Utilities; June 9, 2026; 4:30pm; 2nd Tuesday of the month - Via Zoom  
Finance; June 16, 2026; 4:30pm; 3rd Tuesday of the month - Via Zoom  
Transportation; June 23, 2026; 4:45pm 4th Tuesday of the month - Via Zoom  
Land Use; July 8, 2026; 4:45pm- Via Zoom  
Lodging Tax; TBD; 2026  
Sewer Advisory; June 16, 2026; 3:30pm - Via Zoom/1333 Lloyd Parkway, Lumsden Building  
Outside Agencies

**11. Report of Mayor**

**12. Report of Department Directors**

**13. 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.)

**14. Good of the Order**

**15. 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.

**16. 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.

To subscribe to our general news & public notices click the link: <http://portorchardwa.gov/subscribe>.

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, May 12, 2026

Roll Call was taken by the Clerk as follows:

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

**Absent:** Mayor Rob Putaansuu

**Staff Present:** Public Works Director Ryan, Community Development Director Bond, City Attorney Archer, City Clerk Wallace, Deputy City Clerk Floyd, and Communications Specialist Hansen.

Audio/Visual was successful.

### 1. Call to Order

Mayor Pro-tem Morrissey called the meeting to order at 6:30 PM.

#### A. Pledge of Allegiance

Mayor Pro-tem Morrissey led the audience and Council in the Pledge of Allegiance.

### 2. Approval of Agenda

On a motion by Jay Rosapepe, seconded by Heidi Fenton, to approve the Agenda as presented. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

On a motion by Shirah Dedman, seconded by Scott Diener, to move Consent Agenda 4C Approval of Minutes: April 21, 2026, Council Work Study Session to Business Items. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe,

Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion passed (6-0).

**3. Public Hearing at 6:35PM**

**A. McCormick Village Development Agreement**

Mayor Pro-tem Morrissey opened the public hearing at 6:44 p.m.

Greg Krabbe spoke in favor of the McCormick Village Development Agreement.

Mayor Pro-tem Morrissey closed the public hearing at 6:46 p.m.

**4. Citizen Comments**

No citizen comments.

**5. Consent Agenda**

On a motion by Scott Diener, seconded by Heidi Fenton, to approve the Consent Agenda as amended. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**A. Approval of Vouchers and Electronic Payments**

Approval of Voucher Nos. 90314 through 90330 including bank drafts in the amount of \$321,051.05 and EFT's in the amount of \$122,634.47 totaling \$443,685.52.

**B. Approval of Payroll and Direct Deposits**

Approval of Payroll Check Nos. 0 through 0 including bank drafts and EFT's in the amount of \$3,267.22 and Direct Deposits in the amount of \$321,724.59 totaling \$324,991.81.

**C. Approval of Change Order No.1 to Contract C018-20 with SMS Cleaning, Inc. for Janitorial Services**

**D. Approval of Change Order No. 1 to HVAC Maintenance Contract C030-25 with Hermanson, Inc.**

**E. Approval to Accept a Special Event Application and Waive the Required Timeline and to Approve Road Closure: Port Orchard Night Market**

**6. Presentation**

No presentations.

**7. Business Items**

**A. Adoption of an Ordinance Amending Port Orchard Municipal Code to Establish an Administrative Approval Process for Final Plats, Update Bonding Provisions, and Make Related Amendments**

On a motion by Mark Trenary, seconded by Jay Rosapepe, to adopt an Ordinance amending the Port Orchard Municipal Code to establish an administrative approval process for final plats, update bonding provisions, and make related amendments as recommended by the Planning Commission. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**B. Adoption of an Ordinance Approving the Development Agreement with McCormick Communities, LLC for the McCormick Urban Village**

On a motion by Eric Worden, seconded by Scott Diener, to adopt an Ordinance approving the Development Agreement between the City of Port Orchard and McCormick Communities, LLC for the McCormick Urban Village and authorizing the Mayor to execute the Agreement. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**C. Adoption of a Resolution Authorizing Submission of an Opportunity Zone Nomination for Census Tract 923**

On a motion by Scott Diener, seconded by Mark Trenary, to approve the Resolution authorizing City staff to prepare and submit an application for Opportunity Zone designation for Census Tract 923 as presented. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**D. Adoption of a Resolution Authorizing the Retention of ER&R Vehicle #1012 and Expanding the Existing Public Works Fleet**

On a motion by Heidi Fenton, seconded by Jay Rosapepe, to approve a Resolution authorizing the retention of ER&R Vehicle #1012, removing the vehicle from the surplus list, and expanding the Public Works ER&R fleet accordingly. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**E. Adoption of a Resolution Accepting a 2026 Congressionally Directed Spending Appropriation for the Bay Street Reconstruction Project**

On a motion by Jay Rosapepe, seconded by Scott Diener, to adopt Resolution accepting \$3,554,000 in a Congressionally Directed Spending appropriation for the Bay Street / Downtown Port Orchard Reconstruction Project (WA404). The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**F. Approval of Amendment No. 1 to Contract C088-25 with Transpo Group Inc. for Additional Services Related to the SW Old Clifton Road / Anderson Hill Road Intersection Improvements**

On a motion by Eric Worden, seconded by Heidi Fenton, to approve Amendment No.

1 to Contract C088-25 with Transpo Group Inc. in the amount of \$30,800.00 for additional design, survey, and environmental permitting services for the SW Old Clifton Road and Anderson Hill Road SW Intersection Improvements Project. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

**G. Approval of Minutes: April 21, 2026, Council Work Study Session**

On a motion by Shirah Dedman, seconded by None, to replace the word 'Council' with 'Councilmember Dedman' so the line reads 'Councilmember Dedman suggested changes to the eligibility criteria and requested an ordinance be brought forward for adoption.' The motion Failed due to a lack of a second.

On a motion by Mark Trenary, seconded by Jay Rosapepe, to approve the minutes as presented. The recorded vote occurred as follows: Voting Yes-Eric Worden, Heidi Fenton, Jay Rosapepe, Mark Trenary, Scott Diener; Voting No-Shirah Dedman. The motion Passed (5-1).

**8. Discussion Items**

No discussion items.

**9. Reports of Council Committees**

**A. Council Advisory Committees**

Reports of Council Committees held.

**10. Report of Mayor**

No report of the Mayor.

**11. Report of Department Directors**

Report of Department Directors held.

**12. Citizen Comments**

No citizen comments.

**13. Good of the Order**

Good of the Order held.

**14. Executive Session**

At 7:58 p.m., Mayor Pro-tem Morrissey recessed the meeting for a 17-minute executive session pursuant to RCW 42.30.110(1)(i) regarding legal risks of a proposed action when

disclosure could have legal or financial consequences for the agency. City Attorney Archer and Community Development Director Bond were invited to attend, and City Attorney Archer noted no action to follow and will return at 8:15 p.m.

At 8:15 p.m., Mayor Pro-tem Morrissey reconvened the meeting back into session.

**15. Adjournment**

The meeting adjourned at 8:15 p.m. No other action was taken.

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Brandy Wallace, MMC, City Clerk

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John Morrissey, Mayor Pro-tem



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## City Council Minutes Work Study Session of Tuesday, May 19, 2026

Roll Call was taken by the Clerk as follows:

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

**Absent:** Mayor Rob Putaansuu

**Staff Present:** Public Works Director Ryan, Community Development Director Bond, City Clerk Wallace, Deputy City Clerk Floyd, and Communications Specialist Hansen.

**Staff Present via Zoom:** Finance Director Crocker, City Clerk Wallace and City Attorney Archer.

Audio/Visual was successful.

### 1. Call to Order

Mayor Pro-tem Morrissey called the meeting to order at 6:30 p.m.

#### A. Pledge of Allegiance

Mayor Pro-tem Morrissey led the audience and Council in the Pledge of Allegiance.

### 2. Discussion Items

#### A. Drone Delivery - Walmart

Deborah Herron with Walmart and Kendall Prosack with Wing provided a presentation.

**Council Direction:** Community Development Director Bond to bring back to Council with more information on the program.

**B. Town Hall Debrief and Planning**

Mayor Pro-tem Morrissey and Council discussed the April 9, 2026, Town Hall meeting, and voiced what they liked and their suggested modifications for the next Town Hall meeting.

**Council Direction:** Visual materials and a PowerPoint presentation will be available at the meeting.

**C. City Sponsor Community Events**

Mayor Pro-tem Morrissey, Council and staff discussed if the City could provide additional support for the Special Event South Kitsap Graduation Car Cruise.

Councilmember Worden recused himself at 8:22 p.m.

**Council Direction:** Bring this back to Council during the June work study meeting [June 16, 2026] for additional discussion.

Councilmember Worden returned to the meeting at 8:41 p.m.

**D. Mission, Vision, Values**

Mayor Pro-tem Morrissey and Council discussed the City's Vision, Mission, Values.

**Council Direction:** Staff to bring forward adoption of the Vision, Mission, Values at the next Council meeting and to discuss reading the Mission during Council meetings.

**3. Good of the Order**

Good of the Order was held.

**4. Adjournment**

The meeting adjourned at 8:59. No other action was taken.

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Brandy Wallace, MMC, City Clerk

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John Morrissey, Mayor Pro-tem



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

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## Agenda Staff Report

**Consent Agenda:** 5.E. Adoption of a Resolution Adopting a Mission, Vision, and Values Statement for the City of Port Orchard, and Repealing Resolution Nos. 1608 and 1838 (Wallace)

**Meeting Date:** June 9, 2026

**Presenter:** Brandy Wallace, City Clerk

### Summary and Background:

In August 2025, the City entered into an agreement with Sloane Agency, LLC to assist the City in developing a unified Mission, Vision, and Values that reflects the collective aspirations of the City leadership, departments, and community.

In November 2025, the Mayor called for Directors and Department Leaders to come together for a workshop to align on who we are as a city team, how we serve our community, and what will guide us moving forward. Through various source materials and meeting, staff came to a consensus on the City's Vision, Mission, and Values. They are:

### Vision

#### *Realizing Our Community Potential*

Port Orchard is a desirable, thriving, and connected community where everyone feels safe, supported, and valued. We are guided by a commitment to transparency, accountability, growth, and revitalization that creates opportunities for all.

### Mission

#### *Serve with Integrity. Improve with Purpose.*

Our mission is to deliver exceptional public service, ensure safety, enhance quality of life, and continuously improve our community.

### Values

#### *Service*

Service is our commitment to helping our colleagues and community thrive by delivering responsive, reliable, and solution-oriented support while honoring the laws, regulations, and safety standards that guide us.

#### *Engagement*

Engagement requires connection with our colleagues and the community we serve. It is demonstrated through active listening, clear communication, and trust, built through consistent

and respectful collaboration.

*Integrity*

Integrity guides how we treat each other and our community. It ensures we operate with honesty, fairness, consistency, and responsible stewardship.

At the December 16, 2025, Council meeting, Tim Sloane the consultant, provided the Council with a short presentation on the process of developing the final work and presenting the final Vision, Mission, and Values statements.

During the April 17, 2026, Council retreat, Council members discussed the option of either adopting their own Vision, Mission, and Values or reviewing what staff had developed. The direction was to bring it to the May work study session for a formal discussion. At the May 19, 2026, council meeting, Council reviewed and agreed that the current Vision and Mission statements needed to be updated and replaced with the work of the current leadership team. This Resolution implements that Council direction.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** This is a Council-initiated action.

**Motion for Consideration:** I move to Adopt a Resolution Adopting a Mission, Vision and Values Statement for the City and Repealing Resolution Nos. 1608 and 1838.

**Has item been presented to Committee/Work Study?** Yes

**If so, which one:** Work Study Session, May 19, 2026 and December 16, 2025, Regular Meeting.

**Fiscal Impact:** N/A

**Alternatives:** Do not adopt and provide further guidance.

**Attachments:**

1. Res Vision Mission Values draft
2. 1608 Adopting Vision
3. 1838 Adopting a Mission Statement
4. City Council VMV Slides 121625.dl
5. Port Orchard Staff Vision, Mission, Values

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON ADOPTING A CITY COUNCIL VISION, MISSION AND VALUES STATEMENT; REPEALING RESOLUTION NO. 1608 AND RESOLUTION NO. 1838

**WHEREAS**, the City of Port Orchard City Council adopted a vision statement in 1992 through Resolution No. 1608, and a mission statement in 1998 in Resolution No. 1838, reflecting the community's goals and expectations for that time; and

**WHEREAS**, City Council desires to adopt new guidance for city leadership, departments, and the community in a form of Vision, Mission, and Values; and

**WHEREAS**, the City Council wishes to repeal Resolutions 1608 and 1838 in their entirety; and

**WHEREAS**, the City Council believes Port Orchard is a desirable, thriving, and connected community where everyone feels safe, supported, and valued, and City leadership is guided by a commitment to transparency, accountability, growth, and revitalization that creates opportunities for all; and

**WHEREAS**, it is the City's mission is to deliver exceptional public service, ensure safety, enhance quality of life, and continuously improve our community; and

**WHEREAS**, service is our commitment to helping our colleagues and community thrive by delivering responsive, reliable, and solution-oriented support while honoring the laws, regulations, and safety standards that guide us; and

**WHEREAS**, engagement requires connection with our colleagues and the community we serve, and is demonstrated through active listening, clear communication, and trust, built through consistent and respectful collaboration; and

**WHEREAS**, integrity guides how we treat each other and our community, and it ensures we operate with honesty, fairness, consistency, and responsible stewardship;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, 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 following Vision, Mission, and Values Statement is hereby adopted by the City Council of the City of Port Orchard as a guide for collective aspirations of the City

leadership, departments, and community:

**Vision**

*Realizing Our Community Potential*

Port Orchard is a desirable, thriving, and connected community where everyone feels safe, supported, and valued. We are guided by a commitment to transparency, accountability, growth, and revitalization that creates opportunities for all.

**Mission**

*Serve with Integrity. Improve with Purpose.*

Our mission is to deliver exceptional public service, ensure safety, enhance quality of life, and continuously improve our community.

**Values**

*Service*

Service is our commitment to helping our colleagues and community thrive by delivering responsive, reliable, and solution oriented support while honoring the laws, regulations, and safety standards that guide us.

*Engagement*

Engagement requires connection with our colleagues and the community we serve. It is demonstrated through active listening, clear communication, and trust, built through consistent and respectful collaboration.

*Integrity*

Integrity guides how we treat each other and our community. It ensures we operate with honesty, fairness, consistency, and responsible stewardship.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 9th day of June 2026.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

RESOLUTION NO. 1608 ✓

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORT ORCHARD, WASHINGTON ADOPTING A VISION  
STATEMENT FOR "A COMMUNITY THAT CARES"

WHEREAS, we are a community comprised of a common, collective spirit, whose citizens are concerned and care about the future of our community, and

WHEREAS, the essence of our community is not found within structures or the built environment. The physical form of a community, its roads, sewers, and buildings are not considered ends, but a means to enhance the quality of life and enrich the human spirit.

WHEREAS, it is believed that a positive economic and environmental balance between the needs of nature and that of present and future generations can be achieved, and

WHEREAS, guidelines are desired to assist individuals and groups, enhance the health, safety and welfare of citizens and community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, AS FOLLOWS:

THAT the following Vision Statement is hereby adopted as a guide for community development and is not to be narrowly construed or interpreted:

Continually strives to become a regional leader in organized, well planned growth to improve the quality and cost-effectiveness of municipal services and which results in a larger more efficient city.

Provided a balanced mixture and distribution of land uses to ensure there is an appropriate selection of goods, services, affordable housing, and recreational opportunities.

Develops and implements goals and objectives which create physical improvements to enhance neighborhoods and protect areas from incompatible uses.

Continually strives to promote, attract and maintain a diversity of jobs and businesses thereby creating and maintaining a dynamic, diverse, and vigorous employment and economic base.

Promotes and encourages attractively designed commercial and residential areas, which by their design establishes Port Orchard as a significant tourist destination.

Celebrates and respects its fragile and unique freshwater and marine shoreline environments, and seeks to strike a balance between the needs of humans and natural systems.

Recognizes shoreline bluffs, hillsides and scenic views are sensitive to development and can be negatively effected by uncontrolled densities.

Offers an inviting, attractive and pedestrian friendly waterfront atmosphere that provides a full range of retail and recreational activities.

Honors and values its past heritage through the preservation of its historic commercial district which created a visible link to Port Orchard's unique maritime past.

Provides for a full range of open space and biodiversity by protecting native wildlife habitat, restores and preserves natural systems, and ensures new development enhances the natural environment.

Demonstrates a commitment toward creating and maintaining attractive residential neighborhoods and landscapes, aesthetically pleasing buildings, and well designed pedestrian amenities; which thereby creates a clean and inviting atmosphere for residents and visitors.

Ensures coordinated city and county regional land use plans which promotes a more efficient multi-mode transportation system.

Projects vitality and energy through active and sustained citizen involvement in community matter; manifested through the achievement of common goals which serve to enhance community pride.

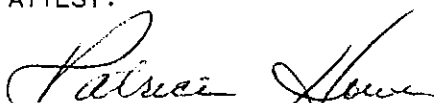
Reaffirms and demonstrates a tolerance of new ideas and celebrates its varied cultural and ethnic diversity.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 13th day of July, 1992.



LESLIE J. WEATHERILL, MAYOR

ATTEST:

  
Patricia Hower, City Clerk

**RESOLUTION NO. 1838**

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
ADOPTING A MISSION STATEMENT

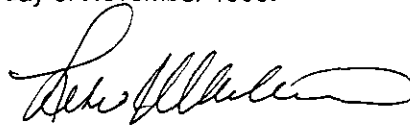
**WHEREAS**, the City of Port Orchard is a full service municipality; and

**WHEREAS**, the City of Port Orchard is tasked to provide the best service possible to its citizens, now therefore,

**THE COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON DOES HEREBY RESOLVE THAT:**

The City of Port Orchard will, within the general context of adopted plans, provide for the maintenance, preservation, and improvement of a wholesome city in which the citizens will enjoy living and raising families; recognizing the need for economic well-being and security.

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 November 1998.



LESLIE J. WEATHERILL, MAYOR

ATTEST:



Patricia Parks, City Clerk

# Vision Mission Values

Process and Outcome

December 16, 2025

Tim Sloane | Coach



# Why Vision, Mission, and Values Matter

- Shared clarity for decisions
- Alignment across departments
- A consistent message to the community

# The Process

- Inclusive and cross-functional
- Grounded in real conversations
- Focused on clarity over perfection

# Vision

## **Realizing Our Community Potential**

Port Orchard is a desirable, thriving, and connected community where everyone feels safe, supported, and valued.

We are guided by a commitment to transparency, accountability, growth, and revitalization that creates opportunities for all.

# Mission

**Serve with Integrity. Improve with Purpose.**

Our mission is to deliver exceptional public service, ensure safety, enhance quality of life, and continuously improve our community.

# Values

## **Service**

Service is our commitment to helping our colleagues and community thrive by delivering responsive, reliable, and solution oriented support while honoring the laws, regulations, and safety standards that guide us.

## **Engagement**

Engagement requires connection with our colleagues and the community we serve. It is demonstrated through active listening, clear communication, and trust, built through consistent and respectful collaboration.

## **Integrity**

Integrity guides how we treat each other and our community. It ensures we operate with honesty, fairness, consistency, and responsible stewardship.

# Council Consideration

- Review of proposed Vision, Mission, and Values
- Questions for understanding
- Mayor-led next steps

Thank you



## Vision

### Realizing Our Community Potential

Port Orchard is a desirable, thriving, and connected community where everyone feels safe, supported, and valued. We are guided by a commitment to transparency, accountability, growth, and revitalization that creates opportunities for all.

## Mission

### Serve with Integrity. Improve with Purpose.

Our mission is to deliver exceptional public service, ensure safety, enhance quality of life, and continuously improve our community.

## Values

### Service

Service is our commitment to helping our colleagues and community thrive by delivering responsive, reliable, and solution oriented support while honoring the laws, regulations, and safety standards that guide us.

### Engagement

Engagement requires connection with our colleagues and the community we serve. It is demonstrated through active listening, clear communication, and trust, built through consistent and respectful collaboration.

### Integrity

Integrity guides how we treat each other and our community. It ensures we operate with honesty, fairness, consistency, and responsible stewardship.



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

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## **Agenda Staff Report**

**Consent Agenda:** 5.F. Authorization for Mayor to sign Agreement with Separating Employee (Lund)

**Meeting Date:** June 9, 2026

**Presenter:** Debbie Lund, Human Resources Director

### **Summary and Background:**

The City has reached a proposed severance agreement with a departing employee and has submitted the agreement to the City Council for its required approval. The terms were developed in accordance with applicable laws, City policies, and standard employment practices. The proposed Separation Agreement has been sent to City Council under attorney client privilege.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Authorize the Mayor to sign the agreement with the separating employee.

**Motion for Consideration:** I move to authorize the Mayor to sign a severance agreement with a separating employee.

**Has item been presented to Committee/Work Study?** No

**If so, which one:**

**Fiscal Impact:** The City's portion of six months salary, \$34,049.60, and benefits in the amount of \$16,273.44 are offset by the salary savings of the vacant position.

**Alternatives:** Do not authorize and take alternative action.

**Attachments:**

None



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## Agenda Staff Report

**Business Items:** 8.A. Adoption of an Ordinance Adopting the Bay Street Food Court Policy as Component of City's Downtown Revitalization Program (Archer)

**Meeting Date:** June 9, 2026

**Presenter:** Charlotte Archer, City Attorney

### Summary and Background:

The City's emphasis on downtown revitalization includes the implementation of several strategies to strengthen the economic, and social vitality of the City's historic downtown core. These strategies include aesthetic improvements, business attraction and retention, beautification of vacant spaces, and support for commercial uses.

Food trucks, once reserved for special events, have emerged as an effective tool for downtown activation in many communities throughout the week. They can draw consistent foot traffic, extend dwell time, and create destinations that add energy to the surrounding shops and public places.”

The City Council recently authorized a lease agreement with Heritage Bank for the City’s use of a vacant parcel, Kitsap County Tax Parcel No. 4650-012-003-0007, in the downtown core. The City desires to temporarily license space within the vacant parcel for food vendors to temporarily operate, and establish clear, consistent standards to ensure that food trucks and other vendors operate safely, responsibly, and in a manner that complements the character and goals of the downtown area. The temporary use of the vacant parcel for licensed food vendors, managed by the City, would be subject to oversight by City staff as set ou in the policy document.

**Relationship to Comprehensive Plan:** 2 - Land Use

**Recommendation:** Staff recommends Council adopt the Ordinance and associated policy.

**Motion for Consideration:** Adoption of an Ordinance Adopting the Bay Street Food Court License Policy.

**Has item been presented to Committee/Work Study?** No

**If so, which one:** N/A

**Fiscal Impact:** Administrative fees set for license are intended to cover administrative staffing time and efforts associated with this program.

**Alternatives:** Do not take action and provide alternative direction.

**Attachments:**

1. Ord. No. XXX - Bay Street Food Vendor License(11254993.1)
2. Food Truck Lot License Application 2026

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING THE BAY STREET FOOD COURT POLICY AS PART OF THE CITY'S DOWNTOWN REVITALIZATION PROGRAM; GRANTING A TEMPORARY LIMITED WAIVER OF PORT ORCHARD MUNICIPAL CODE CHAPTER 5.96 FOR; AND AUTHORIZING USE OF PUBLIC FACILITIES AND RESOURCES FOR THE BAY STREET FOOD COURT**

**WHEREAS**, the City Council adopted the 2025-2026 Biennial Budget, which includes funding to support improvements associated with the Downtown Beautification Project; and

**WHEREAS**, the Downtown Beautification Project includes efforts to support the revitalization and enhancement of downtown public spaces; and

**WHEREAS**, the City is committed to strengthening the economic vitality, cultural vibrancy, and overall appeal of its downtown district, and attract additional tourism traffic during the upcoming FIFA Men's World Cup 2026™; and

**WHEREAS**, the City Council recently authorized a lease agreement with Heritage Bank for the City's use of a vacant parcel, Kitsap County Tax Parcel No. 4650-012-003-0007, in downtown for a public purpose; and

**WHEREAS**, food trucks and mobile vendors have become popular attractions that support tourism, enhance public gathering spaces, and contribute to a lively and welcoming downtown environment; and

**WHEREAS**, the City seeks to encourage diverse culinary offerings, support small business development, and activate underutilized public spaces as part of its Downtown Revitalization Program; and

**WHEREAS**, the City desires to temporarily license space within the vacant parcel for food vendors to temporarily operate, and establish clear, consistent standards to ensure that food trucks and other vendors operate safely, responsibly, and in a manner that complements the character and goals of the downtown area; and

**WHEREAS**, the City Council finds that the temporary use of the vacant parcel for licensed food vendors, managed by the City, shall not constitute, nor be interpreted as, authorization for its use as a parking lot, and that no vehicular parking activities are permitted under this temporary designation; and

**WHEREAS**, the City Council and Community Development Director approves the temporary use of the vacant parcel by the City of Port Orchard for the purposes set out herein pursuant to Port Orchard Municipal Code (POMC) 20.58.120; and

**WHEREAS**, the City Council finds it necessary and appropriate to authorize a temporary waiver of the requirements set forth in POMC Chapter 5.96, solely for public agencies and their licensees for the remainder of 2026, and to temporarily substitute in their place the requirements established by this ordinance; and

**WHEREAS**, the City Council finds that adopting this policy and endorsing the use of the vacant lot for licensed vendors will promote tourism, increase foot traffic, and enhance the overall visitor experience in downtown Port Orchard; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**SECTION 1. Findings.** The City Council hereby adopts the recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

**SECTION 2. Authorization.** The City Council hereby permits the licensing of the adopts the Food Truck Lot License Policy, attached hereto as Exhibit A, as a component of the City's Downtown Revitalization. The Mayor or designee is authorized to act consistently with that direction.

**SECTION 3. Limited Waiver.** The City Council authorizes a temporary waiver of the requirements set forth in POMC Chapter 5.96, solely for public agencies and their licensees for the downtown corridor (Bay Street to the shoreline between Orchard Avenue and Harrison Avenue), for the remainder of 2026, and to temporarily substitute in their place the requirements established by this ordinance, except to the extent that this ordinance is silent, in which case the provisions of Chapter 5.96 shall continue to apply.

**SECTION 4. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this \_\_\_ day of June, 2026.

\_\_\_\_\_  
Robert Putansuu, Mayor

ATTEST:

\_\_\_\_\_

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM:

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Charlotte A. Archer, City Attorney



## Bay Street Food Court License Application

(For Vacant Parcel at Corner of Frederick and Bay)

Do you have an active City of Port Orchard Business License?  Yes  No

Do you have a City of Port Orchard Mobile Food Preparation Vehicle Permit?  Yes  No

(Cannot be issued unless current)

The information on this form is considered a public record, subject to public disclosure laws in Chapter 42.56 RCW.

Are you applying for a daily license? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>The daily license fee is \$25 per day</b>
Are you applying for a monthly license? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>The monthly license fee is \$200 per month</b> <i>(Minimum 12-day commitment)</i>
Are you applying for a seasonal license? (June-Sept.) <input type="checkbox"/> Yes <input type="checkbox"/> No <b>The seasonal license fee is \$400 for the season</b> <i>(Minimum 12-day commitment)</i>

*(Note: Failure to show for 7 consecutive days may result in forfeiture of seasonal license.)*

### Applicant Information

Name of Applicant:					
State Sales Tax Number (if applicable):			State Non-Profit I.D. Number (if applicable):		
Street Address:			Mailing Address (if different from street address)		
City:	State:	Zip:	City:	State:	Zip:
Phone:		Alternate Phone:		Email:	

### Vending Information

Name of Business:	Date(s) and Time of Public Vending:
Type of Food items for sale:	
Will you be having any of the following <input type="checkbox"/> Table <input type="checkbox"/> Tent <input type="checkbox"/> Trailer <input type="checkbox"/> Other: _____	
Size of mobile food truck: _____ (length, width, and height)	

The following requirements apply to all vendors engaged in public property vending and a public property vending license may be revoked for violation of any of these requirements:

- Vending devices and vending sites must be clean and orderly at all times. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day.
- Vendors may engage in public property vending only in the location specified in the public property license.
- Utility service connections are not permitted.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- Individual vendor advertising signs may be placed only upon the vending device.
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

**Other Agencies' Requirements:**

Contact other state and local agencies for additional requirements. For example:

- Fire departments may require you to have a permit to use liquid propane, charcoal, wood, or oil frying equipment.
- Department of Labor and Industries (L & I) may require your mobile unit to be inspected and approved. NOTE: Proof of L & I approval is required before the Health District will conduct the mobile unit pre-opening inspection.
- Department of Motor Vehicles (DMV) may require your mobile unit to be registered.
- Food trucks or food trailers equipped with appliances that produce smoke or grease-laden vapors need an operational permit issued through the Kitsap County Fire Marshal.

**The following must be included with the application. Failure to provide any of these documents may result in denial of the license.**

1. A copy of a permit or other written document from Kitsap Public Health District granting approval of the Temporary Food Mobile Unit which will be used by the vendor if food or beverage items are being sold.
2. A copy of a Food Worker Card, issued by an approved local health department authorized by the Washington State Department of Health or each person who will be handling food served to the public.
3. An insurance certificate is required with the City of Port Orchard shown as an Additional Insured with minimum coverage to be as follows: \$1,000,000 liability and \$1,000,000 bodily injury.

By submitting this application, the Applicant agrees and attests that they have reviewed this application and the City's policies and shall comply with all requirements therein and the Port Orchard Municipal Code.

The Applicant shall defend, indemnify, and hold harmless the City of Port Orchard, its officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, losses, suits, actions, or judgments, including costs and attorney's fees, arising out of or in any way connected to the Applicant's vending activities, equipment, employees, contractors, or use of City property.

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Signature of Applicant

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Date



## FOR CITY CLERK'S OFFICE USE ONLY

GL Code: 001.00.321.99.02

Date Application Received: \_\_\_\_\_

Certificate of Insurance Received:  Yes  No      Map with Location Highlighted  Yes  No  N/A

Copy of City of Port Orchard Mobile Food Preparation Vehicle Permit Received:  Yes  No

Copy of Food Worker Card Received:  Yes  No

License fee Received:  Daily  Monthly  Seasonal      Number of day(s): \_\_\_\_\_ Total Due: \_\_\_\_\_

Received Payment: \_\_\_\_\_

Receipt No: \_\_\_\_\_

Vendor License:    \_\_\_ Approved    \_\_\_ Disapproved      Date of Decision: \_\_\_\_\_

Conditions: \_\_\_\_\_

\_\_\_\_\_

Reviewed By \_\_\_\_\_  
City Clerk or Designee



**City of Port Orchard**  
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## Agenda Staff Report

**Business Items:** 8.B. Adoption of a Resolution Authorizing the Mayor to execute a contract with All Around Fence, LLC for On-call Fencing (Ryan)

**Meeting Date:** June 9, 2026

**Presenter:** Denis Ryan, Public Works Director

### Summary and Background:

On May 15, 2026, the City issued an Invitation to Bid (ITB) for Fencing On-Call, Public Works Project No. PW2026-006, using the MRSC Small Works Roster in accordance with RCW 39.04.155. The ITB sought qualified contractors to provide as-needed installation, repair, maintenance, and removal of fencing and gates at City-owned locations throughout Port Orchard. Bids were due May 29, 2026, at 2:00 p.m.. The City received four bids by the deadline, and All Around Fence Company, LLC was determined to be the lowest responsible and qualified bidder.

The proposed agreement is a three-year, not-to-exceed \$75,000 on-call contract. All work will be assigned and performed on a task-order basis, allowing individual scopes, locations, and costs to be authorized as needed. Work under this contract will be funded across existing Public Works budgets depending on the nature and location of each task.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends approval of a Resolution authorizing the mayor to execute a contract with All Around Fence, LLC for On-Call Fencing Services.

### Motion for Consideration:

I move to adopt a Resolution authorizing the Mayor to execute a contract with All Around Fence Company, LLC, in the amount of \$75,000.

**Has item been presented to Committee/Work Study?** No

**If so, which one:** N/A

### Fiscal Impact:

The contract is established as a not-to-exceed amount of \$75,000, with all services issued and performed through individual task orders. Funding for this work will be drawn from existing Public Works budgets across multiple divisions, including Water, Sewer, Stormwater, Streets, and Parks,

based on the nature and location of each task. The contract is structured as a three-year, task-order on-call agreement, allowing the City to assign work as needs arise within available funding.

**Alternatives:** Do not approve and provide further guidance.

**Attachments:**

1. RESOLUTION - Fencing On-Call
2. CONTRACT PACKET - OnCall Fencing

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A CONTRACT WITH ALL AROUND FENCE, LLC FOR ON-CALL FENCING AND DOCUMENTING PROCUREMENT PROCEDURES**

**WHEREAS**, the Municipal Research and Services Center of Washington (MRSC) annually solicits, on behalf of participating public agencies including the City of Port Orchard, for contractors to be listed on the Small Public Works Roster pursuant to RCW 39.04.155; and

**WHEREAS**, on May 15, 2026, the City's Public Works Department generated the MRSC Small Works Roster list for the category of Fencing and Related Services; and

**WHEREAS**, on May 15, 2026, the City issued an Invitation to Bid for the On-Call Fencing Project (PW2026-006) to all eligible roster contractors via email; and

**WHEREAS**, the City received four (4) bids by the bid deadline of May 29, 2026; and

**WHEREAS**, All Around Fence, LLC submitted the lowest responsible and responsive bid for the On-Call Fencing Project (PW2026-006); and

**WHEREAS**, on June 3, 2026, the City completed the MRSC Mandatory Bidder Responsibility Checklist for All Around Fence, LLC, verifying compliance with RCW 39.04.350; and

**WHEREAS**, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement 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 A Contract with All Around Fence LLC for On-Call Fencing.

**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 City Clerk in authentication of such passage on this 9th day of *June*, 2026.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, Brandy Wallace, MMC

**Port Orchard Contract #:**                       
Authorized Amount:     \$75,000.00      
Date Start:     6/9/2026      
Date End:     6/9/2029    

## GOODS AND SERVICES CONTRACT

**THIS AGREEMENT** is entered into by and between the City of Port Orchard, Washington, a municipal corporation (hereinafter “City”) and All Around Fence Company, LLC organized under the laws of the State of Washington located and doing business at PO BOX 98909 LAKEWOOD, WA 98496 (hereinafter “Vendor”), (collectively, the “Parties”).

### RECITALS:

WHEREAS, the City has determined it needs to have obtain certain goods or materials and

WHEREAS, the City desires to have the Vendor provide such goods and services pursuant to certain terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

### AGREEMENT:

**1. Goods, materials, and/or services to be delivered by Vendor.** The Vendor shall provide the following goods and materials to and/or perform the following the services for the City:

The Vendor shall provide on-call fencing materials and services, including furnishing fencing components (such as chain-link, wood, metal, posts, gates, and hardware) and performing installation, repair, replacement, and removal of fencing at various City locations. Work will be assigned through written task orders issued by the City, which will specify location, scope, materials, and required completion timelines.

Vendor acknowledges and understands that it is not the City’s exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**2. Time of Completion.** Upon the effective date of this Agreement, Vendor shall complete all work and provide all goods, materials, and services during the term of this Agreement, from June 9, 2026 through June 9, 2029. Specific work assignments will be issued through written Task Orders, each of which will establish its own commencement date, performance period, and completion deadline.

3. **Compensation and Method of Payment.** The City shall pay the Vendor for goods and services rendered according to the rates and methods set forth below.

- LUMP SUM.** Compensation for these services shall be a Lump Sum of \$ \_\_\_\_\_, including applicable Washington State Sales Tax, for the services contemplated in this Agreement.
- TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed **\$75,000.00** for the three-year contract term, including applicable Washington State Sales Tax, 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** \_\_\_\_\_

All invoices shall be paid by City warrant within thirty (30) days of receipt of a complete invoice. If the City objects to all or any portion of any invoice, it shall so notify the Vendor 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.

4. **Prevailing Wages.** The Vendor shall pay prevailing wages as required by law and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Vendor shall submit – on behalf of itself and each and every Sub-Vendor – a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries (See link below.) Following the final acceptance of the work, or termination of this Agreement, whichever occurs last, the Vendor must submit – on behalf of itself and every Sub-Vendor – an “Affidavit of Wages Paid” for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

Refer to <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> for Washington State Prevailing Wage rates.

5. **Objection by City.** If the City object to all or any portion of an invoice, it shall notify the Vendor 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.

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

obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due to become due the Vendor.

B. *Final Payment: Waiver of Claims.* VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME A REQUEST FOR FINAL PAYMENT IS MADE.

6. **Termination.** City may terminate this Agreement at any time if Vendor fails to perform any obligation described in this Agreement. Alternatively, City may terminate this Agreement without cause on at least fourteen (14) days' notice. Upon receipt of the notice, the Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's breach, the Vendor shall be paid or reimbursed for all hours worked or for the goods or materials provided up to the termination date, less all payments previously made. The notice may be sent by any method reasonably believed to provide Vendor actual notice in a timely manner.

7. **Changes.** The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in Subsections A through E of Section 8 "Claims" below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**8. Claims.** If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

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

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. *Records.* The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

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

C. *Vendor's Duty to Complete Protested Work.* In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

- D. *Failure to Protest Constitutes Waiver.* By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**9. Limitation of Actions.** VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR’S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**10. Duration of Agreement; Extensions.** This Agreement shall be in full force and effect for a period commencing 6/9/2026 and ending 6/9/2029 unless sooner terminated under the provisions contained in Section 6 “Termination”. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. The City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor. This Agreement may be extended by the City up to two times each of a one-year duration (for a total of two years if both extensions are enacted). Such notice of extension shall be provided by the City to the Vendor prior to contract expiration.

**11. Warranty.** This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained and will perform in accordance with their specifications and Vendor’s representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

**12. Standard of Care.** The Vendor represents and warrants that it, and the Vendor’s employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Vendor further warrants that it has or will have a valid Port Orchard business license during the entire time that this Agreement is in effect. Services provided by the

Vendor and the Vendor's employees 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.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

**13. Indemnification.** Vendor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

**14. Insurance.** The Vendor 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 products and materials supplied to the City.

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

A. *Minimum Scope of Insurance.* Vendor shall obtain insurance of the type described below:

- i. Commercial General Liability ("CGL") insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability Insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, and a \$2,000,000 products liability aggregate limit. Vendor's CGL 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 Vendor's insurance and shall not contribute with it. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

C. *Verification of Coverage.* Vendor 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 Vendor before goods, materials or supplies will be accepted by the City. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**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. Other Provisions.**

A. *Independent Contractor.* Vendor and City agree that Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the providing the specific goods, materials, and/or services provided to the City hereunder, no agent, employee, representative or sub-vendor of the Vendor shall be or shall be deemed to be the employee, agent, representative or sub-vendor of the City. In the performance of the work, the Vendor 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. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. 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 Vendor, or any employee of the Vendor.

B. *Record Keeping and Reporting.* Vendor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect and account for all direct and indirect costs of any nature expended, services performed, and funds paid by the City pursuant to this Agreement. These 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.

C. *Audits and Inspections.* The records and documents with respect to all matters covered by this Agreement are the property of the City, and shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement and for the aforementioned retention period.

D. *Vendor to Maintain Records to Support Independent Contractor Status.* On the effective date of this Agreement (or shortly thereafter), the Vendor 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 Vendor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

E. *Work Performed at Vendor's Own Risk.* The Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-vendors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Vendor's own risk, and the Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Vendor for use in connection with the work.

F. *Discrimination Prohibited.* Vendor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Vendor under this Agreement, on the basis of race, color, height and weight, religion, creed, sex (including pregnancy), sexual orientation (including gender identity), age, national origin, marital status, presence of any sensory, mental or physical disability (including use of a trained dog guide or service animal), honorably discharged veteran or military status, HIV/AIDS and Hepatitis C status, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification. 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.

G. *Assignment and Subcontract.* Vendor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

H. *Media Rights.* Vendor agrees to allow the City to photograph or record Vendor's activities and permits the use of such photographs or recordings or promotional purposes.

I. *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 Vendor and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to

the City in the event that the terms of the provision are effectuated.

J. *Applicable Law; Venue; Attorneys' Fees.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue or any legal action to enforce this Agreement shall be exclusively in Kitsap County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

K. *Entire Agreement.* The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

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

M. *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.

N. *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 Vendor.

O. *Notices.* 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](mailto:Bwallace@cityofportorchard.us)

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

PO BOX 98909  
LAKEWOOD, WA 98496

**VENDOR:**

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

**INVITATION TO BID  
CITY OF PORT ORCHARD  
*Fencing On-Call*  
PUBLIC WORKS PROJECT NO. *PW2026-006*  
*May 15, 2026***

Notice is hereby given that bids will be received for *Fencing On-Call*. Interested parties should submit their proposals to:

City of Port Orchard Public Works Department  
216 Prospect Street  
Port Orchard, WA 98366  
Email: [bidsandproposals@portorchardwa.gov](mailto:bidsandproposals@portorchardwa.gov)

**RE: ITB – *Fencing On-Call***

Proposals will be received until **2:00pm** on **5/29/2026**  
No proposals will be accepted after the above stated time

### Project Details

**Site(s):** Throughout the City of Port Orchard, at various Public Works locations as requested.

**Scope of Work:** The City of Port Orchard Public Works Department is seeking bids from qualified contractors to provide on-call fencing and gate services. Work may include installation, repair, maintenance, and removal of fencing and gates at City-owned sites. Contractors shall include all labor, materials, equipment, tools, transportation, and incidentals necessary to perform the requested services in accordance with project-specific direction issued under this contract.

**Estimated Quantities:** All quantities are estimates for bid evaluation purposes only. Actual usage may increase or decrease based on City needs. Contractors shall provide services as required and shall hold the City harmless for increases or decreases in quantities.

This project consists of furnishing all materials, equipment, tools, labor and other work or items incidental theretofore.

### GENERAL TERMS AND CONDITIONS

1. Per RCW 39.12.030, this is a prevailing wage contract and workers shall receive the prevailing wage rate as established by Labor and Industries (L&I).

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in Kitsap County.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor's bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

The bid due date is **May 29, 2026**.

The rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected vendor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@lni.wa.gov or 360-902-5335.

2. The company will submit the L&I approved Intent to Pay ***with*** the invoice. If there is more than one invoice, submit the Intent to Pay ***with*** the first invoice and submit the Affidavit ***with*** the last invoice. **We will not accept the invoice without the approved Intent to Pay from L&I.**

3. The successful bidder must have a City business license prior to award of contract and must be an active participant on the MRSC Small Works Roster for the City of Port Orchard. For more information regarding the MRSC, visit their website at [www.mrscrosters.org](http://www.mrscrosters.org).
4. A retainage of 5% will be held on all public improvement projects per RCW 60.28.011. The retainage will be released after the City is provided the Affidavit of Wages Paid and approval of the Department of Revenue. All expenses associated with the prevailing wage rules are the responsibility of the contractor.
5. Insurance Requirements: The successful bidder will furnish insurance as stipulated in the contract documents attachment entitled "Insurance Requirements"
6. A Performance & Payment Bond at 100% of the Contract Value.
7. A two-year Maintenance Bond at 20% of the Contract Value.
8. Contractor Disqualification  
A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350:
  1. Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:
    - a. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
    - b. Have a current state unified business identifier number;
    - c. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
    - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
    - e. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
    - f. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three

or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and

- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

2. A bidder may be deemed not responsible and the proposal rejected if:

- a. More than one proposal is submitted for the same project from a bidder under the same or different names;
- b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
- c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
- d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
- e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
- f. The bidder failed to settle bills for labor or materials on past or current contracts;
- g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
- h. The bidder is unable, financially or otherwise, to perform the work; or
- i. There are any other reasons deemed proper by the Contracting Agency.

#### **Americans with Disabilities Act (ADA) Information**

The City of Port Orchard in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing the Human Resources Department at [dlund@cityofportorchard.us](mailto:dlund@cityofportorchard.us) or by calling (360) 876-7014.

#### **Title VI Statement**

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, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

All questions or comments regarding the bid be directed to *Sayre Thompson* at [bidsandproposals@portorchardwa.gov](mailto:bidsandproposals@portorchardwa.gov) or call **360 876-4991**. Unauthorized contact regarding this notice with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

The award of the Contract will go to the qualified bidder submitting the lowest responsible bid. The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This notice does not obligate the City to pay any costs incurred by bidders in the preparation and submission of their bids.

#### Additional Terms and Conditions

For the City’s full terms and conditions for this project, please refer to the contract for this project attached to this ITB. By this reference, the terms and conditions in the contract are incorporated into this ITB.

#### **Submittal Checklist**

- Schedule of Contract Prices
- Acknowledgements
- Bidder’s Qualification Form – the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- Non-collusion Declaration

**ACKNOWLEDGEMENTS**  
**CITY OF PORT ORCHARD**  
*Fencing On-Call*  
**PUBLIC WORKS PROJECT NO. PW2026-006**

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

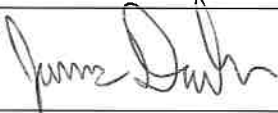
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
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Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
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*NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.*

By signing below, Bidder certifies that he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<b><u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u></b>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: 5/29/26
Printed Name and Title: James Dayley / Fencing Estimator	Location or Place Executed (City, State): Tacoma, WA
Business Address: PO Box 99909 Lakewood, WA 98496	Business Telephone: (253) 863-4895

**NOTES:** If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). Any signature must be notarized below.


STATE OF WA )

) ss.

COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that James Dasley signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the Fence Estimator (title) of All-Around Fence Co (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 29<sup>th</sup> day of May, 2026.

Erika R Peterson  
Notary Public  


Printed Name

My Commission Expires: 5/20/2028

**BIDDER'S QUALIFICATION FORM**  
**CITY OF PORT ORCHARD**  
*Fencing On-Call*

1. Name of Contractor: All-Around Fence Company LLC  
Address: PO Box 98909 Lakewood, WA 98496
2. Telephone No. (253) 863-4895 Fax No.: ( ) N/A  
Email Address: AllaroundFence@Allaroundfencewa.com
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.: 848,913-01
4. Washington State Dept. of Licensing Contractor's Registration No. ALLARAF839KS  
Expiration Date: 5/10/2027
5. Washington State Uniform Business Identifier No. 604 100 765  
(Must have UBI number before the contract is awarded.)
6. Number of years engaged in contracting business under above name: 34 Years
7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? Yes
8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? Yes
9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): 000-698950-00-6
10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): 604 100 765
11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? NO
12. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f) Yes
13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW? NO

14. Has the contractor violated the "Off-site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the department of labor and industries?

NO

15. Particular types of construction performed by your company:

Fencing of all Types, welding, etc.  
Municipal, Commercial, Residential-

16. Gross amount of contracts now on hand: \$ 175,000.00

17. List similar recent construction projects that your firm has done in the last 5 years:

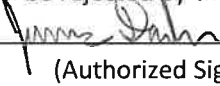
Amount	Type	Owner's Name	Phone
<u>42,796.00</u>	<u>chain link</u>	<u>City of Maple Valley</u>	<u>206-391-8323</u>
<u>45,610.00</u>	<u>chain link</u>	<u>City of Auburn Parks</u>	<u>253-931-4011</u>
<u>26,334.00</u>	<u>Dowled round post</u>	<u>City of Kent</u>	<u>253-213-3864</u>
<u>20,596.00</u>	<u>Chain Link Dumpster enc.</u>	<u>King County Housing Auth.</u>	<u>206-574-1100</u>

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
Matt Arnold	Fencing Foreman	27	M-F 7:00 - 4:00
Francisco Torres	Fencer	30	M-F 7:00 - 4:00

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria for its subcontractors and include instant condition for verification requirement.

**NOTE:** Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

By:   
 (Authorized Signature)  
 Title: Fencing Estimator  
 Date: 5/29/26

**NON-COLLUSION DECLARATION**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and agreed to the provisions of this declaration.

By:   
(Authorized Signature)

Title: Fencing Estimator

## SCOPE OF CONTRACT

The City of Port Orchard Public Works Department is seeking bids from qualified contractors to provide on-call fencing and gate repair, replacement, and installation services at various City-owned locations.

Services will be performed on an as-needed basis and must comply with all applicable City of Port Orchard codes, Washington State regulations, and manufacturer guidelines.

For each renewal period, proposed price increases may be considered. Any increase shall be limited to the lesser of:

- a) the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), or
- b) three percent (3%).

Contractors shall notify the City in writing prior to the renewal date if requesting a price increase.

The City reserves the right to award multiple contracts if determined to be in its best interest. A separate Task Order will be issued for each specific project authorized under the resulting contract. **No work may begin until a Task Order is issued.**

### Specific Requirements

1. Contractor shall perform all services in accordance with industry standards and best practices. Contractor shall provide all labor, tools, equipment, materials, transportation, and supplies necessary to complete the requested work.
2. Services may include, but are not limited to: installation of new wood fencing, installation of chain link fencing, repair of tension wire, installation and repair of various gate types, resetting or replacing concrete footings, treating lumber, removal and disposal of fencing materials, clearing fence lines, and inspection/maintenance of retractable gates and vehicle gates.
3. Any temporary fencing must meet industry standards.
4. All metal materials shall be galvanized or PVC coated; material weight and specifications will be determined per project.
5. Each project will include an agreed-upon timeline between the City and the contractor. Work hours may be limited based on site conditions and City requirements.
6. Contractor shall obtain all applicable permits prior to beginning work.
7. Contractor is responsible for verifying all field measurements and dimensions for each job.
8. Contractor shall remove all discarded materials from the job site upon completion of work unless otherwise approved by the City.

9. Any damage caused by the contractor in the course of the work shall be repaired by the contractor at their expense unless otherwise approved by the City.
10. Site access will be coordinated with the City's designated representative.
11. Contractor shall be able to respond to service requests within 48 hours when required.

EXHIBIT B

Schedule of Prices

ITEM	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	ESTIMATED TOTAL
1	Remove and dispose existing chain link fence including gates and posts, 48" to 96" height	LF	\$ 6 <sup>00</sup>	300	\$ 1800 <sup>00</sup>
2	Furnish and install new 48", 9-gauge, 2" mesh, galvanized chain link fence	LF	\$ 33.75	50	\$ 1687.50
3	Furnish and install new 48", 9-gauge, 2" mesh, PVC coated chain link fence	LF	\$ 36.25	50	\$ 1812.50
4	Furnish and install new 60", 9-gauge, 2" mesh, galvanized chain link fence	LF	\$ 35 <sup>00</sup>	50	\$ 1750 <sup>00</sup>
5	Furnish and install new 60", 9-gauge, 2" mesh, PVC coated chain link fence	LF	\$ 37.50	50	\$ 1875 <sup>00</sup>
6	Furnish and install new 72", 9-gauge, 2" mesh, galvanized chain link fence	LF	\$ 36.25	100	\$ 3625 <sup>00</sup>
7	Furnish and install new 72", 9-gauge, 2" mesh, PVC coated chain link fence	LF	\$ 42.25	100	\$ 4225 <sup>00</sup>
8	Furnish and install new 84", 9-gauge, 2" mesh, galvanized chain link fence	LF	\$ 47.96	100	\$ 4796 <sup>00</sup>
9	Furnish and install new 84", 9-gauge, 2" mesh, PVC coated chain link fence	LF	\$ 54.29	100	\$ 5429 <sup>00</sup>
10	Furnish and install new 96", 9-gauge, 2" mesh, galvanized chain link fence	LF	\$ 59.67	100	\$ 5967 <sup>00</sup>
11	Furnish and install new 96", 9-gauge, 2" mesh, PVC coated chain link fence	LF	\$ 66.33	100	\$ 6633 <sup>00</sup>
12	Furnish and install new 2 3/8" line post, minimum 30" deep in 1 cubic ft. of concrete for <ul style="list-style-type: none"> <li>• 48" fencing</li> <li>• 60" fencing</li> <li>• 72" fencing</li> <li>• 84" fencing</li> <li>• 96" fencing</li> </ul>	EA	\$ 976.63	24	\$ 1589.12
		EA	\$ 977.33	24	\$ 1605.92
		EA	\$ 977.36	48	\$ 3213.28
		EA	\$ 992.92	48	\$ 3960.16
		EA	\$ 996.14	48	\$ 4114.72

13	Furnish and install new 1 5/8" top rail, 8' long	EA	\$ 979.05	20	\$ 1202.40
14	Furnish and install new 1 5/8" top rail, 10' long	EA	\$ 979.05	40	\$ 1531 <sup>00</sup>
15	3 strand barbed wire, galvanized, 12.5 gauge twisted wire, 4-point barbs spaced at 4" centers. Installed on 45-degree extension arms.	LF	\$ 18.47	100	\$ 1847 <sup>00</sup>
16	Furnish and install new 48" high x 4' wide gate, complete with hinges and lockable fork latch. Gate will be hung on 2 3/8" line post	GATE	\$ 1202.53	1	\$ 1202.53
17	Furnish and install new 60" high x 4' wide gate, complete with hinges and lockable fork latch. Gate will be hung on 2 3/8" line post	GATE	\$ 1239.05	1	\$ 1239.05
18	Furnish and install new 72" high x 4' wide gate, complete with hinges and lockable fork latch. Gate will be hung on 2 3/8" line post	GATE	\$ 1260.73	1	\$ 1260.73
19	Furnish and install new 72" high x 16' wide double swing gate, complete with hinges and lockable drop rod/pin latch. Gate will be hung on 4.5" line post, buried 36" deep in minimum of 2.5 cubic feet of concrete.	GATE	\$ 2173 <sup>00</sup>	1	\$ 2173 <sup>00</sup>
20	Furnish and install new 84" high x 4' wide gate, complete with hinges and lockable fork latch. Gate will be hung on 2 3/8" line post	GATE	\$ 1359.43	1	\$ 1359.43
21	Furnish and install new 84" high x 16' wide double swing gate, complete with hinges and lockable drop rod/pin latch. Gate will be hung on 4.5" line post, buried 36" deep in minimum of 2.5 cubic feet of concrete.	GATE	\$ 2403 <sup>00</sup>	1	\$ 2403 <sup>00</sup>
22	Furnish and install new 96" high x 4' wide gate, complete with hinges and lockable fork	GATE	\$ 1449.43	1	\$ 1449.43

	latch. Gate will be hung on 2 3/8" line post.				
23	Furnish and install new 96" high x 16' wide double swing gate, complete with hinges and lockable drop rod/pin latch. Gate will be hung on 4.5" line post, buried 36" deep in minimum of 2.5 cubic feet of concrete.	GATE	\$ 1593 <sup>00</sup>	1	\$ 1593 <sup>00</sup>
		SUBTOTAL: \$ 71,343.77			
		TAX (9.3%): \$ 6,634.97			
		TOTAL: \$ 77,978.74			

Notes: As per phone conversation with Sayre Thompson

- All gate estimates do not include installation of specified posts.
- All estimated quantities for any line items with a specified unit of 'EA' were assumed to be able to be done in a single trip.  
Example: Lines 12, 13 & 14.



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

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## Agenda Staff Report

**Business Items:** 8.C.  
Adoption of a Resolution Authorizing the Mayor to Execute a Contract with BHC Consultants LLC to Complete the 390/260 Pressure Zone PRV Design Project (Ryan)

**Meeting Date:** June 9, 2026

**Presenter:** Denis Ryan, Public Works Director

### Summary and Background:

The City previously procured BHC Consultants LLC through a qualifications-based selection process for the Well 13 design project under Contract C039-18, executed June 26, 2018. The original agreement included design of the Well 13 site, transmission mains, and multiple pressure reducing valve (PRV) stations associated with the 390 and 260 pressure zones. During that project, BHC advanced design of four PRVs to approximately 80–90% completion, prior to the City's suspension of the Well 13 improvements due to the Foster Pilot Project.

The City now wishes to resume and complete the PRV component of the work—specifically the design of the Kendall Street PRV station, enabling supplemental flow from the 390 zone to the 260 zone. BHC has prepared an updated Scope of Services and Fee Proposal for the 390/260 Pressure Zone PRV Design Project, which includes project management, final design, bid support, specialized utility locating, and supplemental topographic survey services. The proposed not-to-exceed amount for this work is \$45,925, billed on a time-and-materials basis.

During the earlier phase of work, BHC advanced the 390/260 PRV design to a near-final level before the project was paused. The consultant developed the original design materials and has established knowledge of the project and system conditions. The firm was selected through a qualifications-based process under the prior contract, and this PRV effort represents a continuation of that work. By this action, the City Council would adopt a Resolution authorizing execution of a Consultant Services Agreement with BHC Consultants LLC to complete the 390/260 PRV design.

**Relationship to Comprehensive Plan:** 7 - Utilities

### Recommendation:

Staff recommends that the City Council adopt the Resolution authorizing the Mayor to execute the

Consultant Services Agreement with BHC Consultants LLC to complete the 390/260 Pressure Zone PRV Design Project, in an amount not to exceed \$45,925, in a form approved by the City Attorney.

**Motion for Consideration:**

I move to adopt the Resolution authorizing the Mayor to execute an agreement with BHC Consultants LLC to complete the 390/260 Pressure Zone PRV Design Project, in an amount not to exceed \$45,925, 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:** Funding for Water CIP No. 2C-390-260 PRV is included in the 2026 budget in the Water Capital Fund 413. The proposed contract is a time-and-materials, not-to-exceed amount of \$45,925, which covers project management, final design, bid support, utility locating, and supplemental survey services.

**Alternatives:** Do not approve and provide further guidance.

**Attachments:**

- 1. RESOLUTION - 360290 prv
- 2. 390-260 PRV Scope Budget and Schedule 5-19-26 (004)
- 3. CONTRACT PACKET - PRV360290

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT SERVICES  
AGREEMENT WITH BHC CONSULTANTS LLC TO COMPLETE THE  
390/260 PRESSURE ZONE PRV DESIGN PROJECT**

**WHEREAS**, the City of Port Orchard executed Contract C039-18 with BHC Consultants LLC on June 26, 2018 following a qualifications-based selection process for the Well 13 design project, which included design of the Well 13 site, transmission mains, and multiple pressure reducing valve (PRV) stations associated with the 390 and 260 pressure zones; and

**WHEREAS**, during that work BHC Consultants developed the original PRV design materials and advanced the 390/260 PRV design to approximately 80–90 percent completion prior to the project pause; and

**WHEREAS**, the City now intends to resume and complete the PRV portion of the project, specifically the Kendall Street PRV station required to provide supplemental flow from the 390-pressure zone to the 260-pressure zone; and

**WHEREAS**, BHC Consultants has prepared an updated Scope of Services, and Fee Proposal dated May 19, 2026 to complete the 390/260 Pressure Zone PRV Design Project, including project management, final design, bid support, utility locating, and supplemental survey services, for a time-and-materials not-to-exceed amount of Forty-Five Thousand Nine Hundred Twenty-Five Dollars (\$45,925);

**WHEREAS**, the firm was originally selected through a qualifications-based process, and the current PRV design effort represents a continuation of engineering services previously initiated under the City's prior procurement; and

**WHEREAS**, the City is relying on the original qualifications-based selection as the basis for issuing this follow-on agreement due to the continuity of design work, consistency of technical approach, and established project knowledge held by BHC Consultants. 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 hereby authorizes the Mayor to execute a Consultant Services Agreement with BHC Consultants LLC to complete the 390/260 Pressure Zone PRV Design Project, in an amount not to exceed \$45,925, in a form approved by the City Attorney.

**THAT:** The Mayor is further authorized to execute all documents necessary to carry out the intent of this Resolution and to take any additional actions required to implement the Agreement.

**THAT:** This 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 9<sup>th</sup> June, 2026.

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Robert Putaansuu, Mayor

ATTEST:

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City Clerk, Brandy Wallace, MMC

## EXHIBIT A

### SCOPE OF SERVICES

#### City of Port Orchard

### 390/260 PRESSURE ZONE PRV DESIGN PROJECT

May 19, 2026

## Background

The City of Port Orchard (City) has requested a scope of work (SOW) and level of effort (LOE) from BHC Consultants to finalize the design for the installation of a pressure reducing valve (PRV) station between the 390 and 260 pressure zones. The productivity of Well 6, which supplies water to the 260 zone, has been decreasing over the years to a point where the City wants to supplement water to the 260 zone with water from the 390 zone. The near-term supplemental water between pressure zones will be achieved through a new PRV station located on Kendall Street just east of Cline Avenue. In association with the Well 13 project, BHC was approximately 80% to 90% design complete (February 2021) with four (4) PRVs (Michell Avenue, Kendall Street, Melcher Street, and Hull Avenue), at the interface of the 390 and 260 zones before design was stopped due to funding and water rights for Well 13. The plan was once Well 13 came online, the 390 zone would supply water to the 260 zone through the 4 PRVs.

## Scope of Services

### Task 100 – Project Management

#### Objectives

Monitor, control, and adjust scope, schedule, and budget as well as provide monthly progress reporting, accounting, and invoicing. Also, provide coordination with BHC staff and City personnel.

#### BHC Services

1. Coordination and management of the project team.
2. Subconsultant coordination & management.
3. Prepare monthly progress reports describing the following:
  - a. Services completed during the month
  - b. Services planned for the next month
  - c. Needs for additional information
  - d. Scope/schedule/budget issues
  - e. Schedule update and financial status summary
  - f. An estimated cash flow (billing) forecast
4. Prepare monthly invoices formatted in accordance with contract terms.

5. Meetings: Project Manager and/or team member(s) will attend a kickoff meeting with the City at the PRV site and conduct virtual status meetings with the City (2 ea.), and virtual submittal review meeting with the City.

**City Responsibilities**

1. Attend meetings.
2. Processing and payment of invoices in accordance with the Professional Services Agreement.
3. Review and process contract change requests and amendments, if needed.

**Assumptions**

1. The project (design and bid) duration will be approximately 6 months.
2. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.
3. Copies of subconsultant invoice statements will be provided with monthly invoices. Incidental miscellaneous expenses (printing, travel reimbursement, etc.) do not require submittal of backup statements.

**Deliverables**

1. Monthly reports and invoices (one copy with invoice, e-mailed Adobe PDF file).
2. Monthly project schedule and budget updates (included in monthly project report, emailed PDF file).
3. Written summary notes from meetings describing decisions, direction, action items, or issues associated with scope and budget (e-mailed Adobe PDF files).

**Task 200 – Final Design**

**Objectives**

To provide bid-ready plans, specifications, and opinion of probable construction costs (OPCC) for the PRV station.

**BHC Services**

The design services for this task will be conducted under two (2) separate deliverables or subtasks (Draft Final Design, and Final Design Bid Documents). The work to be included under each subtask is as follows:

*Draft Final Design*

1. Coordinate utility locates and supplemental survey to pick up changes at the proposed improvement site - See Exhibits A1 and A2.
2. Review last version (90% complete) of plans, specifications, and OPCC.
3. Review City’s 90% comments provide early in 2021 and incorporate or address comments in the design.
4. Review WSP and other water system related documents.

5. Keep the PRV in the same location on Kendall Street as shown in the February 2021 design.
6. Prepare Draft Final Design level plans and specifications.
7. Prepare Draft Final Design level OPCC.
8. Perform a QA/QC review of the Draft Final Design submittal. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.
9. Submit electronically, Draft Final Design submittal including plans, specifications, and OPCC to the City and DOH for review.
10. One (1) virtual meeting with City to review Draft Final Design submittal review comments.

#### *Final Design Bid Documents*

1. Address City comments to the Draft Final Design documents
2. Prepare construction bid level plans and specifications.
3. Prepare final OPCC.
4. Perform a QA/QC review of the Final Design submittal. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.
5. Submit electronically, Final Bid Documents to the City.

#### **City Responsibilities**

1. Provide written comments on the Draft Final deliverables.
2. Provide timely input on all deliverables and information requests from the Consultant. City reviews shall be completed within two (2) weeks.
3. Provide hydraulic modeling if needed.
4. Coordinate as necessary with DOH.

#### **Assumptions**

1. Since the original 4 PRVs were included in the current DOH approved Water System Plan, submittal and approval of this design or any DOH documents are not required.
2. The number of drawings will be seven (7):
  - Cover Sheet
  - Index of Drawings and General Notes Sheet
  - Legend and Abbreviations Sheet
  - TESC Notes and Details Sheet (2 sheets)
  - Civil Details Sheet
  - PRV Plan Sheet
3. Since the survey of the PRV sites was conducted over 5 years ago, conductible utilities will be located at the PRV site. BHC will provide a field visit to compare the utility locate markings and the current surface features (example: curbs, sidewalks, fencing) with the utilities and surface features with those shown on the plans, and a new supplemental site survey will be conducted.

4. The City standard details included in the Well 13 Improvements Drawings submitted February 2021 have not changed since the Drawings were submitted. The standard details used in the drawings included Pressure Reducing Valve Station plan and section, Valve Box, Wet Tap, Thrust Blocking and Tie Backs, and Valve Marker.
5. City to provide front end and any City special provisions specifications if different from the February 2021 Well 13 Site Improvements project. Specifications will be based on WSDOT Standard Specifications. The work includes reviewing the City front end specifications for clarity, consistency and formatting, and making changes to the WSDOT Standard Specification Divisions 1-9 to bring them up to the 2025 version, but not to the most current WSDOT 2026 version.
6. City to provide hydraulic modeling, if needed.
7. Permitting assistance is not included in the scope.

**Deliverables**

1. One (1) electronic copy (Adobe PDF format) of Draft Final plans, specifications, and OPCC. Plans to be submitted as half-size format.
2. One (1) electronic copy (Adobe PDF format) of Final Bid Documents, stamped and signed.

**Task 300 – Bid Assistance**

**Objectives**

This task includes the following:

1. Providing bid assistance to the City.

**BHC Services**

Bid assistance services to include:

1. Attending pre-bid meeting.
2. Reviewing and responding to bidder’s request for information (RFI).
3. Developing addendums

**City Responsibilities**

1. Lead the bidding process, including the pre-bid meeting.
2. Advertising project.

**Assumptions**

1. Respond to 5 RFIs. BHC will provide the City with the RFI responses for distribution by the City.
2. BHC will develop and provide the City with one (1) addendum for distribution by the City.

**Deliverables**

1. RFI responses and addendum.

## Fee

The Level of Effort, or consultant fee, estimated for Tasks 100 through 300, including surveyor, utility locator, and other direct costs (ODCs) is \$45,925. A detailed breakdown of the Level of Effort is provided in Exhibit B. This contract shall be billed on a time and materials basis and will not exceed the project budget without written authorization from the City. The Consultant may reallocate budget between Tasks as necessary due to project developments.

## Schedule

The design schedule duration for Tasks 100 through 300 is estimated at Six (6) months, with Draft Final Design being completed within Two (2) months of notice to proceed and Final Design completed within One (1) month of receiving the City's review comments on the Draft Final design documents.



**Applied Professional Services, Inc.**

43530 SE North Bend Way  
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
5/14/2026	Kendall St & Cline Ave, Port Orchard	BHC Consultants
		John Frech
	Design Survey Locating	<a href="mailto:john.frech@bhconsultants.com">john.frech@bhconsultants.com</a> 206.280.6366

**Scope of Work**

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.
- D. **Conductible Utility Locating** refers to conductible (*metallic*) utilities only.
- E. **Non-Conductible Utility Locating** refers to non-conductible (*non-metal*) utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
- F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

**Cost Estimate**

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
RM™ Conductible Locating	4	\$155.00	\$620.00
RM™ Non-Conductible	0	\$275.00	\$0.00
RM™ GPR	2	\$210.00	\$420.00
<b>Labor Est. Total</b>			<b>\$1,040.00</b>

## Invoicing

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Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

## Disclaimer

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APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

## Project Estimate

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### NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

## BHC Consultants

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

KLINE AVENUE

PRV STATION,  
SEE COPO STD PLANS,  
SEE NOTES 2, 3, AND 4

1 - 8" 90° BEND, RJ x RJ  
W/ THRUST BLOCK,  
TYP OF 2

REMOVE AND REPLACE EX  
STORM DRAIN AND  
CONNECT TO NEW CATCH  
BASIN AND EX STORM  
VAULT, SEE NOTE 5

1 - 8" FLEX COUPLING,  
RESTRAINED, TYP OF 2,  
SEE NOTE 1

ABANDONED 4" W  
(CONFIRM)

4" W  
DI

49 LF

46 LF

1 1/4" D

PRESSURE  
RELIEF

SUMP PUMP  
DISCHARGE TO  
CATCH BASIN

18" D

2

3

3

CONCRETE PAD  
POSSIBLE LED TO STRUCTURE

CLEAR

CB # \_\_\_\_\_  
TYPE 1 W/ AIR GAP  
RIM EL 163  
IE 161.5 - 1 1/4" D PVC IN (W)  
IE EX SD 1: 0.9± IN (SE) AND OUT (NE)  
TO BE CONFIRMED, SEE NOTE 5  
SEE DETAIL 4/C-10

4 LF 18" DI STUB  
1 - 18" FLEX COUPLING

EX 18" CONC SD

1 - 12" x 8" TEE, FL x FL  
W/ THRUST BLOCK  
1 - 8" GATE VALVE, FL x RJ  
2 - 12" ADAPTER, FL x RJ

1 - 12" x 8" TEE, FL x FL  
W/ THRUST BLOCK  
1 - 12" GATE VALVE, FL x RJ  
1 - 8" GATE VALVE, FL x RJ  
1 - 12" ADAPTER, FL x RJ

8" W  
DI

21 LF

12" W  
DI

KENDALL STREET

EX 12" CI W

EX 12" CI W

260 ZONE

390 ZONE

Call 48 Hours  
Before You Dig  
1-800-424-5555  
UNDERGROUND SERVICE

**Preliminary  
98% Review Set**  
Not For Construction  
02-2021



## ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

“Client” acknowledges that the Proposal prepared by Applied Professional Services, Inc. (“APS”), along with the Terms and Conditions (“Terms”) below comprise the entire agreement between the Client and APS (collectively “Agreement”), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

### GENERAL TERMS AND CONDITIONS

**RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SERVICES:** APS shall provide services to the Client for the project (“Project”), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the “Services”) in accordance with these Terms.

**PROJECT SCHEDULE:** APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

**CLIENT’S RESPONSIBILITIES:** Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

**CLIENT’S ACTS OR OMISSIONS:** If APS’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**COMPENSATION AND PAYMENT:** In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS’s Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

**CHANGE ORDERS:** If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

**DOCUMENTS:** Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the “Documents”) will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

**DATA AND DOCUMENT RETENTION:** APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

**LIMITATION OF USE:** Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

# TERMS AND CONDITIONS

## Applied Professional Services, Inc.



verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

**STANDARD OF CARE:** The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

**CONFIDENTIALITY:** Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

**PERSONAL INFORMATION:** Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

**NON-SOLICITATION OF EMPLOYEES:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

**LIMITATION OF LIABILITIES:** Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**FORCE MAJEURE:** If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

**INSURANCE:** APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

**TERM AND TERMINATION:** This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

**ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

**WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SURVIVAL OF PROVISIONS:** The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

**GOVERNING LAW:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.



**N.L. Olson & Associates, INC.**  
*Engineering, Planning & Land Surveying*

May 15, 2026

John Frech, P.E.  
Project Engineer  
BHC Consultants  
1601 Fifth Avenue Suite 500  
Seattle, Washington 98101

RE: Topographic Survey Well 13 Site Improvements: Kendall Street PRV

Dear Kevin,

N. L. Olson & Associates, Inc. (NLO) appreciates your request for a proposal to provide mapping on Kendall Street to facilitate final design of the PRV associated with the Well 13 Improvements.

The project lies to the East of Kline Avenue, on the North side of Kendall Street. The area of the survey extends approximately 150 feet East of the intersection of Kendall and Kline.

NLO will coordinate with BHC and will make a field visit to the site after APS has completed their work to paint utility locations. NLO will provide a map of the constructed right of way cross-section and extend the survey to the North ROW line of Kendall in the area of the proposed PRV.

The final deliverable will be a digitally signed PDF with the associated CAD drawings.

The estimated cost of these services is \$3,750. These services are offered on a not to exceed basis of \$3,750 and will be billed Time and Materials.

Sincerely,

David Myhill, PLS

**EXHIBIT B**

**Work Breakdown Structure with Level of Effort for the PRV 390-260 Design Project**

WORK TASKS	BHC						SUBCONSULTANTS		
	Project Manager	P.I.C./ QA/QC	Lead Engineer	CADD	Project Assistance	Admin. Staff	BHC Total Hours and Costs	APS (Utility Locates)	N L Olson and Associates (Surveyor)
<b>PROJECT STAFF</b>	Frech	Gillespie	Ye-Tenetti		Fritchman	Pierson			
<b>LABOR CATEGORY</b>	Sr. Engineer	Sr. Engineer	Sr. Engineer	Technician		Clerical			
<b>LABOR RATE (\$)</b>	\$260	\$261	\$157	\$157	\$154	\$165			
<b>TASK 100 - Project Management</b>									
Coordination and Management of the Project Team	4		4				8		
Subconsultant Coordination & Management					2	4	6		
Monthly Progress Reports & Invoices (4 months)	6				3	6	15		
Meetings									
Project Kickoff Meeting at Site	6		6				12		
Status Meetings with City on line (assume 2 at 1hr)	2		2				4		
Submittal Review Meeting with City on line (1 at 2 hrs ea)	2		2				4		
<b>Subtotal Hours</b>	<b>20</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>49</b>		
<b>Subtotal Costs</b>	<b>\$5,191</b>	<b>\$0</b>	<b>\$2,203</b>	<b>\$0</b>	<b>\$769</b>	<b>\$1,653</b>	<b>\$9,815</b>		
<b>TASK 200 - Final Design (Plans, Specifications, and OPCC)</b>									
Draft Final Design	12	4	32	16	24		88		
Final Design Bid Documents	8	4	8	6	6		32		
Utility Locates	2						2	\$1,040	
Site Topographic Survey	2		2	4			8		\$3,750
<b>Subtotal Hours</b>	<b>24</b>	<b>8</b>	<b>42</b>	<b>26</b>	<b>30</b>	<b>0</b>	<b>130</b>		
<b>Subtotal Costs</b>	<b>\$6,229</b>	<b>\$2,088</b>	<b>\$6,608</b>	<b>\$4,072</b>	<b>\$4,611</b>	<b>\$0</b>	<b>\$23,607</b>	<b>\$1,040</b>	<b>\$3,750</b>
<b>TASK 300 - Bid Assistance</b>									
Pre Bid Meeting	4		8				12		
RFIs and Addenda	6		12	4	4		26		
<b>Subtotal Hours</b>	<b>10</b>	<b>0</b>	<b>20</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>38</b>		
<b>Subtotal Costs</b>	<b>\$2,596</b>	<b>\$0</b>	<b>\$3,147</b>	<b>\$626</b>	<b>\$615</b>	<b>\$0</b>	<b>\$6,983</b>		
<b>TOTAL ESTIMATED LABOR HOURS, Tasks 100 to 300</b>	<b>54</b>	<b>8</b>	<b>76</b>	<b>30</b>	<b>39</b>	<b>10</b>	<b>217</b>		
<b>SUBTOTAL LABOR COSTS, Tasks 100 to 300</b>	<b>\$14,016</b>	<b>\$2,088</b>	<b>\$11,957</b>	<b>\$4,698</b>	<b>\$5,994</b>	<b>\$1,653</b>	<b>\$40,406</b>	<b>\$1,040</b>	<b>\$3,750</b>
<b>TOTAL BHC LABOR COST</b>	<b>\$40,406</b>								
<b>TOTAL SUBCONSULTANT COST (including 10% Mark Up)</b>	<b>\$5,269</b>								
<b>TOTAL ODCs (travel, reproduction)</b>	<b>\$250</b>								
<b>TOTAL PROJECT COST</b>	<b>\$45,925</b>								

Port Orchard Contract #:

Authorized Amount: \$45,925

Date Start: 6/9/2026

Date End: 6/9/2027

## 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 BHC Consultants, ("Consultant") organized under the laws of the State of Washington, located and doing business at 1601 5th Avenue Suite 500 Seattle, Washington 98101 (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 those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

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 **\$45,925** 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 **6/9/2026** and ending **6/9/2027** 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](mailto:Bwallace@cityofportorchard.us)  
Phone: 360.876.4407 Fax: 360.895.9029

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

1601 5th Avenue Suite 500  
Seattle, Washington 98101  
Phone No.: 206.505.3400  
Email: john.frech@bhccconsultants.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**

**CITY OF PORT ORCHARD**

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

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

Robert Putaansuu, Mayor

Title: \_\_\_\_\_

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

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

**ATTEST/AUTHENTICATE**

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Port Orchard City Attorney's Office

## 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.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

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

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

## EXHIBIT A

### SCOPE OF SERVICES

#### City of Port Orchard

### 390/260 PRESSURE ZONE PRV DESIGN PROJECT

May 19, 2026

## Background

The City of Port Orchard (City) has requested a scope of work (SOW) and level of effort (LOE) from BHC Consultants to finalize the design for the installation of a pressure reducing valve (PRV) station between the 390 and 260 pressure zones. The productivity of Well 6, which supplies water to the 260 zone, has been decreasing over the years to a point where the City wants to supplement water to the 260 zone with water from the 390 zone. The near-term supplemental water between pressure zones will be achieved through a new PRV station located on Kendall Street just east of Cline Avenue. In association with the Well 13 project, BHC was approximately 80% to 90% design complete (February 2021) with four (4) PRVs (Michell Avenue, Kendall Street, Melcher Street, and Hull Avenue), at the interface of the 390 and 260 zones before design was stopped due to funding and water rights for Well 13. The plan was once Well 13 came online, the 390 zone would supply water to the 260 zone through the 4 PRVs.

## Scope of Services

### Task 100 – Project Management

#### Objectives

Monitor, control, and adjust scope, schedule, and budget as well as provide monthly progress reporting, accounting, and invoicing. Also, provide coordination with BHC staff and City personnel.

#### BHC Services

1. Coordination and management of the project team.
2. Subconsultant coordination & management.
3. Prepare monthly progress reports describing the following:
  - a. Services completed during the month
  - b. Services planned for the next month
  - c. Needs for additional information
  - d. Scope/schedule/budget issues
  - e. Schedule update and financial status summary
  - f. An estimated cash flow (billing) forecast
4. Prepare monthly invoices formatted in accordance with contract terms.

5. Meetings: Project Manager and/or team member(s) will attend a kickoff meeting with the City at the PRV site and conduct virtual status meetings with the City (2 ea.), and virtual submittal review meeting with the City.

**City Responsibilities**

1. Attend meetings.
2. Processing and payment of invoices in accordance with the Professional Services Agreement.
3. Review and process contract change requests and amendments, if needed.

**Assumptions**

1. The project (design and bid) duration will be approximately 6 months.
2. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.
3. Copies of subconsultant invoice statements will be provided with monthly invoices. Incidental miscellaneous expenses (printing, travel reimbursement, etc.) do not require submittal of backup statements.

**Deliverables**

1. Monthly reports and invoices (one copy with invoice, e-mailed Adobe PDF file).
2. Monthly project schedule and budget updates (included in monthly project report, emailed PDF file).
3. Written summary notes from meetings describing decisions, direction, action items, or issues associated with scope and budget (e-mailed Adobe PDF files).

**Task 200 – Final Design**

**Objectives**

To provide bid-ready plans, specifications, and opinion of probable construction costs (OPCC) for the PRV station.

**BHC Services**

The design services for this task will be conducted under two (2) separate deliverables or subtasks (Draft Final Design, and Final Design Bid Documents). The work to be included under each subtask is as follows:

*Draft Final Design*

1. Coordinate utility locates and supplemental survey to pick up changes at the proposed improvement site - See Exhibits A1 and A2.
2. Review last version (90% complete) of plans, specifications, and OPCC.
3. Review City’s 90% comments provide early in 2021 and incorporate or address comments in the design.
4. Review WSP and other water system related documents.

5. Keep the PRV in the same location on Kendall Street as shown in the February 2021 design.
6. Prepare Draft Final Design level plans and specifications.
7. Prepare Draft Final Design level OPCC.
8. Perform a QA/QC review of the Draft Final Design submittal. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.
9. Submit electronically, Draft Final Design submittal including plans, specifications, and OPCC to the City and DOH for review.
10. One (1) virtual meeting with City to review Draft Final Design submittal review comments.

#### *Final Design Bid Documents*

1. Address City comments to the Draft Final Design documents
2. Prepare construction bid level plans and specifications.
3. Prepare final OPCC.
4. Perform a QA/QC review of the Final Design submittal. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.
5. Submit electronically, Final Bid Documents to the City.

#### **City Responsibilities**

1. Provide written comments on the Draft Final deliverables.
2. Provide timely input on all deliverables and information requests from the Consultant. City reviews shall be completed within two (2) weeks.
3. Provide hydraulic modeling if needed.
4. Coordinate as necessary with DOH.

#### **Assumptions**

1. Since the original 4 PRVs were included in the current DOH approved Water System Plan, submittal and approval of this design or any DOH documents are not required.
2. The number of drawings will be seven (7):
  - Cover Sheet
  - Index of Drawings and General Notes Sheet
  - Legend and Abbreviations Sheet
  - TESC Notes and Details Sheet (2 sheets)
  - Civil Details Sheet
  - PRV Plan Sheet
3. Since the survey of the PRV sites was conducted over 5 years ago, conductible utilities will be located at the PRV site. BHC will provide a field visit to compare the utility locate markings and the current surface features (example: curbs, sidewalks, fencing) with the utilities and surface features with those shown on the plans, and a new supplemental site survey will be conducted.

4. The City standard details included in the Well 13 Improvements Drawings submitted February 2021 have not changed since the Drawings were submitted. The standard details used in the drawings included Pressure Reducing Valve Station plan and section, Valve Box, Wet Tap, Thrust Blocking and Tie Backs, and Valve Marker.
5. City to provide front end and any City special provisions specifications if different from the February 2021 Well 13 Site Improvements project. Specifications will be based on WSDOT Standard Specifications. The work includes reviewing the City front end specifications for clarity, consistency and formatting, and making changes to the WSDOT Standard Specification Divisions 1-9 to bring them up to the 2025 version, but not to the most current WSDOT 2026 version.
6. City to provide hydraulic modeling, if needed.
7. Permitting assistance is not included in the scope.

**Deliverables**

1. One (1) electronic copy (Adobe PDF format) of Draft Final plans, specifications, and OPCC. Plans to be submitted as half-size format.
2. One (1) electronic copy (Adobe PDF format) of Final Bid Documents, stamped and signed.

**Task 300 – Bid Assistance**

**Objectives**

This task includes the following:

1. Providing bid assistance to the City.

**BHC Services**

Bid assistance services to include:

1. Attending pre-bid meeting.
2. Reviewing and responding to bidder’s request for information (RFI).
3. Developing addendums

**City Responsibilities**

1. Lead the bidding process, including the pre-bid meeting.
2. Advertising project.

**Assumptions**

1. Respond to 5 RFIs. BHC will provide the City with the RFI responses for distribution by the City.
2. BHC will develop and provide the City with one (1) addendum for distribution by the City.

**Deliverables**

1. RFI responses and addendum.

## Fee

The Level of Effort, or consultant fee, estimated for Tasks 100 through 300, including surveyor, utility locator, and other direct costs (ODCs) is \$45,925. A detailed breakdown of the Level of Effort is provided in Exhibit B. This contract shall be billed on a time and materials basis and will not exceed the project budget without written authorization from the City. The Consultant may reallocate budget between Tasks as necessary due to project developments.

## Schedule

The design schedule duration for Tasks 100 through 300 is estimated at Six (6) months, with Draft Final Design being completed within Two (2) months of notice to proceed and Final Design completed within One (1) month of receiving the City's review comments on the Draft Final design documents.



**Applied Professional Services, Inc.**

43530 SE North Bend Way  
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
5/14/2026	Kendall St & Cline Ave, Port Orchard	BHC Consultants
		John Frech
	Design Survey Locating	<a href="mailto:john.frech@bhconsultants.com">john.frech@bhconsultants.com</a> 206.280.6366

**Scope of Work**

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.
- D. **Conductible Utility Locating** refers to conductible (*metallic*) utilities only.
- E. **Non-Conductible Utility Locating** refers to non-conductible (*non-metal*) utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
- F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

**Cost Estimate**

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
RM™ Conductible Locating	4	\$155.00	\$620.00
RM™ Non-Conductible	0	\$275.00	\$0.00
RM™ GPR	2	\$210.00	\$420.00
<b>Labor Est. Total</b>			<b>\$1,040.00</b>

## Invoicing

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Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

## Disclaimer

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APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

## Project Estimate

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### NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

## BHC Consultants

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

KLINE AVENUE

PRV STATION,  
SEE COPO STD PLANS,  
SEE NOTES 2, 3, AND 4

1 - 8" 90° BEND, RJ x RJ  
W/ THRUST BLOCK,  
TYP OF 2

REMOVE AND REPLACE EX  
STORM DRAIN AND  
CONNECT TO NEW CATCH  
BASIN AND EX STORM  
VAULT, SEE NOTE 5

1 - 8" FLEX COUPLING,  
RESTRAINED, TYP OF 2,  
SEE NOTE 1

ABANDONED 4" W  
(CONFIRM)

4" W  
DI

49 LF

46 LF

1 1/4" D

PRESSURE  
RELIEF

SUMP PUMP  
DISCHARGE TO  
CATCH BASIN

18" D

2

3

3

CONCRETE PAD  
POSSIBLE LED TO STRUCTURE

CLEAR

CB # \_\_\_\_\_  
TYPE 1 W/ AIR GAP  
RIM EL 163  
IE 161.5 - 1 1/4" D PVC IN (W)  
IE EX SD 1: 0.9± IN (SE) AND OUT (NE)  
TO BE CONFIRMED, SEE NOTE 5  
SEE DETAIL 4/C-10

EX 18" CONC SD

4 LF 18" DI STUB  
1 - 18" FLEX COUPLING

1 - 12" x 8" TEE, FL x FL  
W/ THRUST BLOCK  
1 - 8" GATE VALVE, FL x RJ  
2 - 12" ADAPTER, FL x RJ

1 - 12" x 8" TEE, FL x FL  
W/ THRUST BLOCK  
1 - 12" GATE VALVE, FL x RJ  
1 - 8" GATE VALVE, FL x RJ  
1 - 12" ADAPTER, FL x RJ

8" W  
DI

21 LF

12" W  
DI

KENDALL STREET

EX 12" CI W

EX 12" CI W

260 ZONE

390 ZONE

Call 48 Hours  
Before You Dig  
1-800-424-5555  
UNDERGROUND SERVICE

**Preliminary  
98% Review Set**  
Not For Construction  
02-2021



## ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

“Client” acknowledges that the Proposal prepared by Applied Professional Services, Inc. (“APS”), along with the Terms and Conditions (“Terms”) below comprise the entire agreement between the Client and APS (collectively “Agreement”), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

### GENERAL TERMS AND CONDITIONS

**RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SERVICES:** APS shall provide services to the Client for the project (“Project”), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the “Services”) in accordance with these Terms.

**PROJECT SCHEDULE:** APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

**CLIENT’S RESPONSIBILITIES:** Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

**CLIENT’S ACTS OR OMISSIONS:** If APS’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**COMPENSATION AND PAYMENT:** In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS’s Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

**CHANGE ORDERS:** If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

**DOCUMENTS:** Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the “Documents”) will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

**DATA AND DOCUMENT RETENTION:** APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

**LIMITATION OF USE:** Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

# TERMS AND CONDITIONS

## Applied Professional Services, Inc.



verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

**STANDARD OF CARE:** The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

**CONFIDENTIALITY:** Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

**PERSONAL INFORMATION:** Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

**NON-SOLICITATION OF EMPLOYEES:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

**LIMITATION OF LIABILITIES:** Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**FORCE MAJEURE:** If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

**INSURANCE:** APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

**TERM AND TERMINATION:** This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

**ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

**WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SURVIVAL OF PROVISIONS:** The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

**GOVERNING LAW:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.



**N.L. Olson & Associates, INC.**  
*Engineering, Planning & Land Surveying*

May 15, 2026

John Frech, P.E.  
Project Engineer  
BHC Consultants  
1601 Fifth Avenue Suite 500  
Seattle, Washington 98101

RE: Topographic Survey Well 13 Site Improvements: Kendall Street PRV

Dear Kevin,

N. L. Olson & Associates, Inc. (NLO) appreciates your request for a proposal to provide mapping on Kendall Street to facilitate final design of the PRV associated with the Well 13 Improvements.

The project lies to the East of Kline Avenue, on the North side of Kendall Street. The area of the survey extends approximately 150 feet East of the intersection of Kendall and Kline.

NLO will coordinate with BHC and will make a field visit to the site after APS has completed their work to paint utility locations. NLO will provide a map of the constructed right of way cross-section and extend the survey to the North ROW line of Kendall in the area of the proposed PRV.

The final deliverable will be a digitally signed PDF with the associated CAD drawings.

The estimated cost of these services is \$3,750. These services are offered on a not to exceed basis of \$3,750 and will be billed Time and Materials.

Sincerely,

David Myhill, PLS

**EXHIBIT B**

**Work Breakdown Structure with Level of Effort for the PRV 390-260 Design Project**

WORK TASKS	BHC						SUBCONSULTANTS		
	Project Manager	P.I.C./ QA/QC	Lead Engineer	CADD	Project Assistance	Admin. Staff	BHC Total Hours and Costs	APS (Utility Locates)	N L Olson and Associates (Surveyor)
<b>PROJECT STAFF</b>	Frech	Gillespie	Ye-Tenetti		Fritchman	Pierson			
<b>LABOR CATEGORY</b>	Sr. Engineer	Sr. Engineer	Sr. Engineer	Technician		Clerical			
<b>LABOR RATE (\$)</b>	\$260	\$261	\$157	\$157	\$154	\$165			
<b>TASK 100 - Project Management</b>									
Coordination and Management of the Project Team	4		4				8		
Subconsultant Coordination & Management					2	4	6		
Monthly Progress Reports & Invoices (4 months)	6				3	6	15		
Meetings									
Project Kickoff Meeting at Site	6		6				12		
Status Meetings with City on line (assume 2 at 1hr)	2		2				4		
Submittal Review Meeting with City on line (1 at 2 hrs ea)	2		2				4		
<b>Subtotal Hours</b>	<b>20</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>49</b>		
<b>Subtotal Costs</b>	<b>\$5,191</b>	<b>\$0</b>	<b>\$2,203</b>	<b>\$0</b>	<b>\$769</b>	<b>\$1,653</b>	<b>\$9,815</b>		
<b>TASK 200 - Final Design (Plans, Specifications, and OPCC)</b>									
Draft Final Design	12	4	32	16	24		88		
Final Design Bid Documents	8	4	8	6	6		32		
Utility Locates	2						2	\$1,040	
Site Topographic Survey	2		2	4			8		\$3,750
<b>Subtotal Hours</b>	<b>24</b>	<b>8</b>	<b>42</b>	<b>26</b>	<b>30</b>	<b>0</b>	<b>130</b>		
<b>Subtotal Costs</b>	<b>\$6,229</b>	<b>\$2,088</b>	<b>\$6,608</b>	<b>\$4,072</b>	<b>\$4,611</b>	<b>\$0</b>	<b>\$23,607</b>	<b>\$1,040</b>	<b>\$3,750</b>
<b>TASK 300 - Bid Assistance</b>									
Pre Bid Meeting	4		8				12		
RFIs and Addenda	6		12	4	4		26		
<b>Subtotal Hours</b>	<b>10</b>	<b>0</b>	<b>20</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>38</b>		
<b>Subtotal Costs</b>	<b>\$2,596</b>	<b>\$0</b>	<b>\$3,147</b>	<b>\$626</b>	<b>\$615</b>	<b>\$0</b>	<b>\$6,983</b>		
<b>TOTAL ESTIMATED LABOR HOURS, Tasks 100 to 300</b>	<b>54</b>	<b>8</b>	<b>76</b>	<b>30</b>	<b>39</b>	<b>10</b>	<b>217</b>		
<b>SUBTOTAL LABOR COSTS, Tasks 100 to 300</b>	<b>\$14,016</b>	<b>\$2,088</b>	<b>\$11,957</b>	<b>\$4,698</b>	<b>\$5,994</b>	<b>\$1,653</b>	<b>\$40,406</b>	<b>\$1,040</b>	<b>\$3,750</b>
<b>TOTAL BHC LABOR COST</b>	<b>\$40,406</b>								
<b>TOTAL SUBCONSULTANT COST (including 10% Mark Up)</b>	<b>\$5,269</b>								
<b>TOTAL ODCs (travel, reproduction)</b>	<b>\$250</b>								
<b>TOTAL PROJECT COST</b>	<b>\$45,925</b>								



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

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## Agenda Staff Report

**Business Items:** 8.D.  
Adoption of a Resolution Authorizing the Mayor to Execute a Supplemental Agreement for the SR166 Reconstruction Project Construction Phase Services with KPFF, Inc. (Ryan)

**Meeting Date:** June 9, 2026

**Presenter:** Denis Ryan, Public Works Director

### Summary and Background:

The City executed Contract 099-23 with KPFF Consulting Engineers on December 6, 2023 to prepare the final design, environmental documentation, right-of-way support, and bid-ready PS&E for the SR 166/Bay Street Reconstruction Project. The contract was procured through a qualifications-based selection process and executed using the WSDOT Local Programs A&E Cost-Plus-Fixed-Fee structure, with an authorized amount of \$1,194,636.19.

The existing agreement covers only design-phase services. Task 13 – Construction Management is marked “Reserved,” confirming that Construction Management (CM), daily inspection, federal documentation, and Design Services During Construction (DSDC) were not included and must be added through a Supplemental Agreement once the project advances to construction.

The SR166 project is scheduled for WSDOT Ad-Ready approval in 2026, with federally funded construction anticipated in 2027. To maintain eligibility for federal funding, a Construction Phase Services Supplemental Agreement must be approved by both the City and WSDOT Local Programs prior to advertisement.

The Supplemental Agreement includes construction management staffing throughout the construction period; inspection services to meet FHWA requirements; design support during construction, including RFIs, submittal reviews, clarifications, change orders, and construction meetings; coordination with WSDOT and final PS&E updates; archaeological monitoring; real estate support for easement renewals and appraisal updates; public outreach during construction; and surveying and legal descriptions for required DNR easements.

The proposed Supplemental Agreement total is \$1,579,608.60, including a \$100,000 management reserve. The Construction Phase Services scope represents approximately 12.5% of the estimated construction cost, consistent with WSDOT’s CE&I budgeting guidance for

federally funded roadway projects. The original consultant agreement authorized \$1,307,006.59 in maximum payable amount, and with this supplemental increase, the new overall contract total becomes \$2,886,615.19. This Supplemental Agreement is a required, federally compliant consultant services agreement that must be in place for the City to advertise, award, and administer the SR 166 project under FHWA and WSDOT Local Programs requirements.

**Relationship to Comprehensive Plan:** 8 - Transportation

**Recommendation:**

Staff recommends that the City Council adopt the Resolution authorizing the Mayor to execute the Supplemental Agreement for Construction Phase Services for the SR 166 Reconstruction Project in the amount of \$1,579,608.60, in a form approved by the City Attorney.

**Motion for Consideration:**

I move to adopt the Resolution authorizing the Mayor to execute the Supplemental Agreement for Construction Phase Services for the SR166 Reconstruction Project in the amount of \$1,579,608.60, 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:** Funding for the Supplemental Agreement will be incorporated into the SR 166 Reconstruction Project’s construction budget for the 2027–2028 biennium, as Construction Management, inspection, and Design-During-Construction services are part of the federally funded construction phase. A small budget amendment may be needed in 2026 to support limited design refinement, WSDOT coordination, and bid-phase support that must begin prior to construction; any early-year amendment would proportionally reduce the 2027–2028 appropriation. The supplemental scope and fee are required by WSDOT Local Programs, who must review and approve the full Construction Phase Services package prior to advertisement to ensure federal compliance.

**Alternatives:** Do not approve and provide further guidance.

**Attachments:**

- 1. RESOLUTION - SR166 Supplemental Agreement
- 2. DRAFT - Supplemental Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH KPFF, INC. FOR CONSTRUCTION PHASE SERVICES FOR THE SR166/BAY STREET RECONSTRUCTION PROJECT.**

**WHEREAS**, the City executed Contract 099-23 with KPFF, Inc. on December 6, 2023 to provide final design, environmental documentation, right-of-way support, and bid-ready plans for the SR 166/Bay Street Reconstruction Project; and

**WHEREAS**, the original contract, procured through a qualifications-based selection process and executed using the WSDOT Local Programs A&E Cost-Plus-Fixed-Fee structure, authorized \$1,194,636.19 with a total maximum payable amount of \$1,307,006.59; and

**WHEREAS**, the existing agreement covers only design-phase services, the construction management, inspection, federal documentation, and design support during construction must be incorporated through a Supplemental Agreement as the project transitions into construction; and

**WHEREAS**, the SR166 project is scheduled for WSDOT Ad-Ready approval in 2026, with federally funded construction anticipated in the 2027 season, a Construction Phase Services Supplemental Agreement is required to maintain federal funding eligibility; and

**WHEREAS**, Supplemental Agreement No. 1 provides construction management staffing throughout the construction period, inspection services compliant with FHWA requirements, design support during construction, coordination with WSDOT and final plan updates, archaeological monitoring, real estate support, public outreach during construction, and surveying and legal descriptions for required DNR easements; and

**WHEREAS**, the total amount of Supplemental Agreement No. 1 is \$1,579,608.60, including a \$100,000 management reserve, which is consistent with WSDOT guidance for federally funded roadway projects; and

**WHEREAS**, this Supplemental Agreement is a required consultant services agreement that must be in place for the City to advertise, award, and administer the SR 166 project under FHWA and WSDOT Local Programs requirements. 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 hereby authorizes the Mayor to execute Supplemental Agreement No. 1 with KPFF Consulting Engineers for Construction Phase Services for the SR 166/Bay Street Reconstruction Project in the amount of \$1,579,608.60.

**THAT:** The Mayor, Public Works Director, and designated City staff are authorized to take all necessary actions to implement this agreement and administer the project in accordance with FHWA and WSDOT Local Programs requirements.

**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 City Clerk in authentication of such passage on this 9th day of *June, 2026*.

---

Robert Putaansuu, Mayor

ATTEST:

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City Clerk, Brandy Wallace, MMC



<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

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

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

**EXHIBIT A**  
**PORT ORCHARD SR166 RECONSTRUCTION**  
**DESIGN SERVICES DURING CONSTRUCTION AND CONSTRUCTION**  
**MANAGEMENT SUPPORT**

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# Amendment Description

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Provide additional services to support SR166 project delivery, including Design Services During Construction (DSDC) and Construction Management (CM).

City Delivery vision is

- WSDOT approval for advertisement by September
- Project Advertisement in November 2026
- Construction in 2027

Planned Contractor Working Day duration is 150 working days, with the contractor starting work in March 2027 and wrapping up construction activities in the fall of 2027, excluding landscape establishment.

The Consultant shall provide field inspector services. Consultant will provide a full-time daily inspector for five months and a half-time daily inspector for four months. Consultant assumes Port Orchard will supply an inspector of their own during the half-time work to fulfill federal requirements.

Construction Management services shall be provided to the City during active construction, 1 full month before project construction activities begin and 1 full month after construction activities are completed for project close out. The Consultant team shall be staffed by 2 FTE for the 38 work weeks with team performing work to oversee construction contract including direct coordination with the contractor and federal funding compliance responsibilities.

## Task 1: Project Management

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The CONSULTANT shall provide overall project administration and management for the duration of the project.

### 1.5 2026 Project Management

The CONSULTANT shall

1. Administer and manage project scope, schedule and budget for up to 6 months.
2. Submit monthly invoices and progress reports

Deliverable(s):

1. Scope, schedule, and budget updates as warranted (electronic PDF).
2. Monthly progress report summary (electronic PDF).
3. Monthly invoices (electronic PDF).

## 1.6 Construction Phase Project Management

The CONSULTANT shall

1. Administer and manage project scope, schedule and budget for up to 12 months.
2. Submit monthly invoices and progress reports.

Deliverable(s):

1. Scope, schedule, and budget updates as warranted (electronic PDF).
2. Monthly progress report summary (electronic PDF).
3. Monthly invoices (electronic PDF).

## Task 2: Data Collection

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### 2.3 2026 Supplemental Pickups

The CONSULTANT shall collect supplemental as-built data from nearby projects to support SR 166 project delivery, permitting and record collection, including survey pickups and record drawing collection.

Deliverable(s):

1. Supplemental Data collection and basemap updates

## Task 4: PS&E

---

### 4.7 PSE and WSDOT Design Refinement Services

The CONSULTANT will complete additional design services for the project to accommodate evolving third-party utility and WSDOT requests. This requires design refinement, supplemental quality management, and a new WSDOT Ad-Ready Submittal for 2026 compliance review.

Additional services shall address:

1. Utility design revisions due to modified franchise utility relocation preferences.
2. Design changes to drainage and utilities are required due to changing WSDOT guidance and permitting requirements. Specifically, the project must ensure that stormwater flow rates and volumes at each outfall within the corridor are maintained to comply with permit guidelines.
3. Responses to WSDOT reviewer comments within the same submittal from new WSDOT reviewers.
4. Design and contract refinement needed due to utility agencies not procuring construction easements for duct banks.

5. Design review and refinement to support maintaining overhead utility services during construction activities.
6. Project 2026 WSDOT Standard Specification adoption.
7. Ecology stormwater permitting support

Deliverable(s):

1. Additional Plan, Specification, and Estimate (PSE) Design Submittal Work
2. Revised Drainage Report
3. Ecology Stormwater Permitting support materials

## **Task 10: WSDOT Coordination**

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### **10.3 2026 WSDOT Coordination**

The CONSULTANT shall provide additional WSDOT coordination support for a 2027 construction season delivery date and coordinate WSDOT project design update requests, such as detour information, detour coordination and supporting activities.

The Consultant shall meet with WSDOT staff virtually for up to five 1-hour meetings to support this effort.

Assumption(s):

1. WSDOT shall require the project to utilize 2026 WSDOT Standard Specifications
2. City staff shall develop, refine and confirm City project manual elements, such as City boilerplate contract, instructions to bidder, and other front end contract documentation typically provided by local agencies.

Deliverable(s):

1. Meeting Attendance & Presentation Materials
2. Plan refinements, including Traffic Control Plans, Budget documents, and PS&E checklists

## **Task 12: Real Estate Services**

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### **12.1 2026 TCE Easement Services**

Support shall include execution of an additional option year of the TCE with property owners. Execution of this option will require appraisal re-evaluation.

The Consultant shall meet with City staff virtually up to ten 1 hour meetings to support this effort.

Assumption(s):

1. City shall provide payment to property owners and administrative services.
2. Construction shall be completed within all TCE areas by November 2027.

Deliverable(s):

1. Appraisal updates
2. Signed Payment vouchers
3. TCE Coordination meeting notes and materials

## **Task 13: Construction Management & DSDC**

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### **13.1 Construction Management Delivery Support**

The CONSULTANT shall provide construction management services to the City including:

#### **Pre-Con Support**

1. Review plans/specifications, prepare agenda, facilitate in person pre-con meeting and distribute meeting minutes.

#### **Construction Management Administration**

Provide Construction Management activities including:

1. Coordinate with contractor, City, and other project stakeholders.
2. Provide document control via the City's VPM system.
3. Track schedule, working days, certified payroll, and wage rate interviews.
4. Facilitate weekly in person meetings; provide agenda and distribute meeting minutes.
5. Prepare contractor pay application packages monthly.
6. Coordinate special inspections, testing, and WSDOT fabrication inspection.
7. Coordinate design/City/WSDOT review of submittals and RFIs, provide BABA reviews, maintain and update ROM and collect required documentation, review monthly CPM schedule updates and provide a report, compile document packages for use during anticipated PMR.
8. Prepare and negotiate construction field directives and change orders.
9. Participate in one in person half day PMR with Local Programs.

#### **Closeout:**

1. Coordinate punch walk and compile punch list.
2. Facilitate substantial and final completion.

3. Collect as-built drawings and closeout documents from contractor.

Assumption(s):

1. Construction period from NTP to physical completion shall last 30 weeks. Consultant shall support 4 weeks before and 4 weeks after contractor work has begun and completed.
2. Construction Management team travel time from Seattle to Port Orchard will be billable to the project, with staff performing project work during commute time.

Deliverable(s):

1. Weekly meeting agendas & minutes
2. Weekly statements of working days
3. Certified payroll reviews
4. Monthly pay applications
5. BABA reviews
6. Submittal document packages for PMR

## **13.2 Design Services during Construction**

The CONSULTANT shall provide design support during construction (DSDC) services. Activities may include:

1. CONSULTANT (one staff member) shall attend up to Forty (40) construction team meetings of one hour in duration via a virtual meeting platform
2. Responding to up to thirty Requests For Information (RFI) from the CONTRACTOR.
3. Review of up to fifteen (15) CONTRACTOR proposals and submittals.
4. Attending up to five construction challenge resolution meetings at the site.
5. Developing and transmitting up to ten design change orders with approximately four engineered drawings or exhibits per change order.
6. Performing up to five field visits to observe CONTRACTOR operations and construction of key work elements, including
7. Support and coordination of
8. Sanitary Sewer Bypass operation preparation
9. Storm Drainage Interception work
10. Illumination systems and foundations
11. 3<sup>rd</sup> Party Utility relocation support
12. Review, coordination and approval of Contractor material submittals, including QPL submittals.



Assumption(s):

1. Design modifications shall be stamped and sealed by a professional engineer

Deliverable(s):

1. Design change orders, submittal responses, support documentation and meeting participation

## **Task 14: Construction Daily & Special Inspections**

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### **14.1 Daily Construction Inspection Services**

The Consultant shall provide a daily inspector.

1. Provide full-time on-site construction observation.
2. Document all material delivered to the job site in accordance with the LAG Manual, Request for Approval of Material and Record of Material RAM/ROM.
3. Prepare daily inspection reports, recording the construction Contractor's operations; includes quantities of work placed that day, equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines.

Assumption(s):

1. Construction working days are assumed to be Monday through Friday between 7am and 5pm.
2. A job trailer or office desk will be provided for Consultant use on site (either through the Contractor or provided by the Port Orchard).
3. ROM will be provided by WSDOT
4. Fabrications inspection will be provided by WSDOT

Deliverable(s):

1. Inspector's Daily Reports.
2. Daily project photos
3. Materials field acceptance reports

### **14.2 Special Construction Inspections / Testing**

The Consultant shall provide geotechnical testing and special inspections/testing.

Consultant shall facilitate 3<sup>rd</sup> party construction testing services for the project including:

1. Wall and subgrade compaction testing for up to 60 hours of field testing.

2. HMA paving compaction and HMA material sampling testing for up to 40 hours of field testing.
3. Up to five Concrete placement tests requiring 30 hours of field testing time.
4. Associated laboratory testing for tests listed above.

Consultant shall communicate directly with 3<sup>rd</sup> party special inspectors and coordinate testing and document testing results.

Assumption(s):

1. The SR 166 Contractor shall provide all hazardous or contaminated materials testing

Deliverable(s):

1. Testing and inspection reports.

## **Task 15: Archaeological Monitoring**

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The Consultant shall provide field archaeological monitoring services to the City in alignment with the [approved Cultural Resources Report](#) recommendations. Services shall include:

- Providing up to 50 days of Archaeological Monitoring on the site when the contractor is performing ground disturbing activities below the existing estimated historic existing grade as shown in the Cultural Resources Report
- 1 training session for contractor and field staff focused on compliance with the Inadvertent Discovery Plan.

Deliverable(s):

1. Monitoring Plan and Inadvertent Discovery Plan (MIDP)
2. 10 weekly monitoring summary reports
3. Final report with monitoring results

## **Task 16: Outreach Support During Construction**

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The CONSULTANT will support City staff in public engagement during construction. This may include:

- Virtual open house to discuss the project and upcoming roadway closures and communication plans.

- Development of project communication materials to share on social media and via email listservs.
- Up to five virtual meetings with stakeholders
- Preparation of a fact sheet about the project that will serve as an attachment for email communications and will be posted on the City's website.

The CONSULTANT will write up to two press releases to be shared with various media in Port Orchard and distributed using City social media and website communication methods.

Services shall align with 88 total hours of Consultant effort.

Assumption(s):

1. City will maintain and host the project website.
2. City staff will lead social media outreach and distribute notice via its contact email distribution list and other established notification channels.
3. Port Orchard communications staff will share the press release with appropriate media outlets.

Deliverable(s):

1. Public outreach graphics and press releases.
2. Meeting notes and attendance

## **Task 17: Aquatic Lease Survey with Utility Easement Figures**

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The CONSULTANT will support City lease efforts with the Dept of natural resources for a long term easement on DNR property currently leased by the City of Port Orchard. Work may include:

- Perform a topographic survey of the as-built conditions for the required site plan, and supplement any additional items needed.
- Draft and write descriptions for three (3) new utility easements to be shown on survey.
- Prepare survey and submit to DNR for review and comments.
- Address DNR comments and submit for final approval.
- Record the record of survey with the Kitsap County Auditor.

Assumption(s):

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

1. Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing

- any such work, KPFF will discuss with you the need and impact on the scope and fee.
2. All recording and application fees will be the responsibility of the client and are not included in the fee schedule given below.
  3. KPFF will be allowed unrestricted access to site during course of project.
  4. Reimbursement fee given does not include any DNR fees or payments for lease holds, fee given includes title reports and recording of the Record of Survey.

Deliverable(s):

1. Deliverables will be a Record of Survey for Aquatic Land Lease recorded with the Kitsap County Auditor and digital files provided to DNR to satisfy survey requirements.
2. Up to three utility easements

## KPF Fee Calculation

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.31	7.775
Relative Difficulty of Work	20	0.31	6.160
Size of Job	15	0.311	4.664
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.33	5.010
Sub-consulting	10	0.299	2.990
<b>Total Profit Fix Fee</b>			<b>31.85</b>

Total Agreement Cost:	\$1,194,636.19
Subconsultant Costs:	\$342,424.34
Percent Sub-consultant:	28.66%
Agreement Duration (Months):	24

**Calculated Risk Factors**

Size of Job:	0.311
Period of Performance:	0.350
Sub-Consulting:	0.299

**DIRECTIONS:**

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# Concord

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.33	8.250
Relative Difficulty of Work	20	0.30	6.000
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.35	5.250
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>30.00</b>

Subconsultant Costs:	\$81,865.64
Agreement Duration (Months):	24

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.350

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# ESA

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.250	6.250
Relative Difficulty of Work	20	0.250	5.000
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.350	5.250
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>27.00</b>

Subconsultant Costs:	\$79,184.07
Agreement Duration (Months):	24

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.350

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# Equinox

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.230	5.750
Relative Difficulty of Work	20	0.235	4.700
Size of Job	15	0.350	5.250
Period of Performance	15	0.203	3.048
Assistance by the State	15	0.350	5.250
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>24.00</b>

Subconsultant Costs:	\$21,334.00
Agreement Duration (Months):	6

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.203

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# HWA

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.280	7.000
Relative Difficulty of Work	20	0.290	5.800
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.31	4.704
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>28.00</b>

Subconsultant Costs:	\$95,300.00
Agreement Duration (Months):	24

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.350

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

This firm was purchased by Psomas and is now doing business as Psomas

KPG

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.33	8.250
Relative Difficulty of Work	20	0.30	6.000
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.35	5.250
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>30.00</b>

Subconsultant Costs: \$84,276.94  
 Agreement Duration (Months): 24

**Calculated Risk Factors**

Size of Job: 0.350  
 Period of Performance: 0.350

**DIRECTIONS:**

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# RES

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.280	7.000
Relative Difficulty of Work	20	0.290	5.800
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.31	4.704
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>28.00</b>

Subconsultant Costs:	\$70,704.00
Agreement Duration (Months):	24

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.350

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# Stepherson

## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.250	6.250
Relative Difficulty of Work	20	0.250	5.000
Size of Job	15	0.350	5.250
Period of Performance	15	0.350	5.250
Assistance by the State	15	0.350	5.250
Sub-consulting	10	0.000	0.000
<b>Total Profit Fix Fee</b>			<b>27.00</b>

Subconsultant Costs:	\$84,276.94
Agreement Duration (Months):	24

### Calculated Risk Factors

Size of Job:	0.350
Period of Performance:	0.350

### DIRECTIONS:

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgment calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

# WSP

WSP						
2026-June			Rate	Weight	Value	
Calculator	WSDOT Fee Calculations					
	Degree of Risk	25	0.25	6.25		
	Relative Difficulty of Job	20	0.25	5		
	Size of Job	15	0.3	4.5		
	Period of Performance	15	0.225	3.375		
	Assistance by Agency	15	0.3	4.5		
	Sub-Consulting	10	0.15	1.5		
					25.125	

**Fee Proposal**  
**Port Orchard SR166 Reconstruction**

**KPFF Consulting Engineers and Subconsultants**

5/13/2026

	Description	KPFF	WSP	RES Group	Equinox	HWA	KPG Psomas	Stepherson	Concord	Total Cost
<b>Task 1</b>	<b>Project Management</b>	\$ 99,288.77	\$ 16,624.40	\$ -	\$ -	\$ -	\$ 2,578.34	\$ -	\$ 1,877.69	\$ 120,369.20
1.5	2026 Project Management	\$ 38,187.99	\$ -	\$ -	\$ -	\$ -	\$ 483.66	\$ -	\$ 1,877.69	\$ 40,549.35
1.6	Construction Phase Management	\$ 61,100.78	\$ 16,624.40	\$ -	\$ -	\$ -	\$ 2,094.67	\$ -	\$ -	\$ 79,819.86
<b>Task 2</b>	<b>Data Collection</b>	\$ 4,873.84								\$ 4,873.84
2.5	2026 Pickup	\$ 4,873.84							\$ 1,658.87	\$ 6,532.71
<b>Task 4</b>	<b>PS&amp;E Design</b>	\$ 196,303.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196,303.72
4.7	PSE and WSDOT Design Refinement Services	\$ 196,303.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196,303.72
<b>Task 10</b>	<b>WSDOT Coordination</b>	\$ 29,849.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,849.26
10.3	2026 WSDOT Coordination	\$ 29,849.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,849.26
<b>Task 12</b>	<b>Right of Way</b>	\$ 4,284.21	\$ -	\$ 6,386.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,670.32
12.4	2026 TCE Easement Services	\$ 4,284.21	\$ -	\$ 6,386.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,670.32
<b>Task 13</b>	<b>Construction Management and DSDC</b>	\$ 648,665.55	\$ -	\$ -	\$ -	\$ -	\$ 10,585.66	\$ -	\$ 9,327.29	\$ 668,578.50
13.1	Construction Management Delivery Support	\$ 554,201.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 554,201.33
13.2	Design Services During Construction	\$ 94,464.22	\$ -	\$ -	\$ -	\$ -	\$ 10,585.66	\$ -	\$ 9,327.29	\$ 114,377.17
<b>Task 14</b>	<b>Construction Daily &amp; Special Inspections</b>	\$ -	\$ 236,805.13	\$ -	\$ -	\$ 20,994.98	\$ -	\$ -	\$ -	\$ 257,800.12
14.1	Daily Construction Inspection Services	\$ -	\$ 236,805.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 236,805.13
14.2	Special Construction Inspections/Testing	\$ -	\$ -	\$ -	\$ -	\$ 20,994.98	\$ -	\$ -	\$ -	\$ 20,994.98
<b>Task 15</b>	<b>Archaeological Monitoring</b>	\$ -	\$ -	\$ -	\$ 53,133.53	\$ -	\$ -	\$ -	\$ -	\$ 53,133.53
15.1	Daily Monitoring Summary Report	\$ -	\$ -	\$ -	\$ 53,133.53	\$ -	\$ -	\$ -	\$ -	\$ 53,133.53
<b>Task 16</b>	<b>Outreach Support During Construction</b>	\$ 3,265.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,731.08	\$ -	\$ 15,996.94
16.1	Public Outreach Graphics and Press Release	\$ 3,265.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,731.08	\$ -	\$ 15,996.94
		0	0	0	0	0	0	0	0	\$ -
<b>Task 17</b>	<b>Aquatic Lease Services</b>	\$ 28,392.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,392.91
17.1	Aquatic Lease Services	\$ 28,392.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,392.91
<b>Total Labor Cost by Firm</b>		\$ 1,014,924.13	\$ 253,429.54	\$ 6,386.11	\$ 53,133.53	\$ 20,994.98	\$ 13,163.99	\$ 12,731.08	\$ 11,204.99	\$ 1,385,968.35
<b>Reimbursable Costs by Firm</b>		\$ 36,820.00	\$ 250.00	\$ 6,217.50	\$ 12,474.00	\$ 36,820.00	\$ 150.00	\$ 800.00	\$ 108.75	\$ 93,640.25
<b>Total budget without reserve</b>		\$ 1,051,744.13	\$ 253,679.54	\$ 12,603.61	\$ 65,607.53	\$ 57,814.98	\$ 13,313.99	\$ 13,531.08	\$ 11,313.74	\$ 1,479,608.60
<b>Management Reserve</b>										\$ 100,000.00
<b>Project Budget with Reserve</b>										\$ 1,579,608.60



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

**Contact us:**  
Phone (360) 876-4407  
Email  
[cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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## City Council Minutes Regular Meeting of Tuesday, May 26, 2026

Roll Call was taken by the Clerk as follows:

**Present:** 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  
Mayor Rob Putaansuu

**Absent:** Councilmember Position No. 4 Eric Worden

**Staff Present:** Public Works Director Ryan, Community Development Director Bond, 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

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

### 2. Approval of Agenda

On a motion by John Morrissey, seconded by Heidi Fenton, to Amend the Consent Agenda by adding the Excusal of Councilmember Worden for Personal Reasons, 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).

On a motion by Jay Rosapepe, seconded by John Morrissey, to Approve the Agenda as amended, 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)

### **3. Citizen Comments**

Samantha Smith spoke to the Mosquito Fleet Festival and parking.

Lizzie Rolando spoke to food trucks and parking.

### **4. Consent Agenda**

On a motion by Jay Rosapepe, seconded by Mark Trenary, to Approve the Consent Agenda as amended, 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).

#### **A. Approval of Vouchers and Electronic Payments**

Approval of Voucher Nos. 90331 through 90389 and 90396 through 90409 including bank drafts in the amount of \$464,628.84 and EFT's in the amount of \$762,349.06 totaling \$1,226,977.90.

#### **B. Approval of Payroll and Direct Deposits**

Approval of Payroll Check Nos. 90390 through 90395 including bank drafts and EFT's in the amount of \$319,954.51 and Direct Deposits in the amount of \$314,522.94 totaling \$634,477.45

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

### **5. Presentation**

#### **A. Introduction to the new Fathoms O' Fun Royal Court**

The Fathoms O' Fun Royal Court introduced themselves to the Mayor and Council and Helene Jensen spoke to this year's events.

### **6. Public Hearing**

No public hearings held.

### **7. Business Items**

#### **A. Parking Lot Leases with Heritage Bank**

On a motion by Scott Diener, seconded by Heidi Fenton, 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 Attorney , 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).

**B. Adoption of a Resolution Authorizing Mayor to Execute a Contract with Truland Survey for On-Call surveying Services**

On a motion by John Morrissey, seconded by Jay Rosapepe, 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, 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).

**C. Approval of Amendment No.1 to Contract C083-25 with Consor North America, Inc. for the Old Clifton Intertie Project**

On a motion by Mark Trenary, seconded by Heidi Fenton, 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, 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),

**D. Approval of Change Order No.4 to Contract C027-25 with General Mechanical, Inc. for Melcher St Pump Station**

On a motion by John Morrissey, seconded by Scott Diener, 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, 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).

**8. Discussion Items**

No discussion items.

**9. Reports of Council Committees**

Reports of Council Committees held.

**10. Report of Mayor**

Report of the Mayor held.

**11. Report of Department Directors**

Reports of Department Directors held.

**12. Citizen Comments**

No citizen comments.

**13. Good of the Order**

Good of the Order held.

**14. Executive Session**

No executive session.

**15. Adjournment**

The meeting adjourned at 7:39 p.m. No other action was taken.

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Brandy Wallace, MMC, City Clerk

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Robert Putaansuu, Mayor