



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

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

City Council Regular Meeting Tuesday, July 28, 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 Website (Meeting Management) click [here](#) and/or YouTube click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/85675543121>

Zoom Meeting ID: 856 7554 3121

Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?

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

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

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

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Citizen Comments

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

4. Consent Agenda

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

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of an Ordinance Amending POMC 10.12.460 and 10.12.500 Stopping, Standing, Parking (Ryan)

D. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Specialized Pavement Marking, LLC for Striping (Ryan).

- E. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project (Ryan)
- F. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace)
- G. Approval of Minutes: June 16, 2026, Work Study Session
- H. Approval of Minutes: June 18, 2026, Special City Council Meeting

5. Presentation

6. Public Hearing

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

7. Business Items

- A. Adoption of a Resolution Authorizing the Mayor to Execute a Public Works Board Loan Agreement for the Old Clifton Intertie Design. (Ryan)
- B. Adoption of a Resolution Authorizing the Mayor to Execute an Interlocal Agreement with Kitsap County for Emergency Fueling (Ryan).
- C. Amendment No. 21 to Contract No. C066-20 - Community Event Center (Bond)
- D. Amendment No. 23 to Contract No. C066-20 - Community Event Center (Bond)

8. Discussion Items

(No Action to Be Taken.)

- A. Council Vacancy Interview Questions - Continued
- B. Council Ad-hoc Committee Council Rules - Draft - Continued
- C. Water Consumption (Ryan)

9. Reports of Council Committees

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

- A. Economic Dev. & Tourism; September 14, 2026; 9:30am; 2nd Monday of the month - Via Zoom
Utilities; September 8, 2026; 4:30pm; 2nd Tuesday of the month - Via Zoom
Finance; September 15, 2026; 4:30pm; 3rd Tuesday of the month - Via Zoom
Transportation; September 22, 2026; 4:45pm 4th Tuesday of the month - Via Zoom
Land Use; September 16, 2026; 4:45pm; 3rd Wednesday of the month - Via Zoom
Lodging Tax; TBD; 2026
Sewer Advisory; TBD 2026; 3:00pm - 1333 Lloyd Parkway
Outside Agencies

10. Report of Mayor

11. Report of Department Directors

12. Citizen Comments

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

13. Good of the Order

14. Executive Session

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

15. Adjournment

ADA Requirements

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

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

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For 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

Vacant
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



City of Port Orchard

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

Agenda Staff Report

Consent Agenda: 4.C. Adoption of an Ordinance Amending POMC 10.12.460 and 10.12.500 Stopping, Standing, Parking (Ryan)

Meeting Date: July 28, 2026

Presenter: Denis Ryan, Public Works Director, Charlotte Archer, City Attorney

Summary and Background:

The City has codified regulations for parking at Port Orchard Municipal Code (POMC) Chapter 10.12. As a continued housekeeping measure, working in conjunction with the City's Parking Enforcement staff, the City's Public Works Department inventories existing parking signage on a continual basis and identifies necessary corrections, revisions, and modifications to current POMC Chapter 10.12 to reflect existing needs and conditions for parking within the City.

The draft ordinance proposes amendments to Port Orchard Municipal Code (POMC) Sections 10.12.460 and 10.12.500. The amendments add new locations where parking is prohibited at all times and formally establish the Bay Street Lot (620 Bay Street) as a City parking facility with defined parking restrictions.

Relationship to Comprehensive Plan: N/A

Recommendation:

Staff recommends that the City Council adopt an ordinance amending POMC 10.12.460 and 10.12.500, as presented.

Motion for Consideration:

I move to adopt an ordinance amending POMC 10.12.460 and 10.12.500 relating to parking, standing, and stopping regulations.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

No direct fiscal impact is anticipated beyond standard costs associated with updating signage as required by the ordinance.

Alternatives:

Decline to adopt the ordinance.

Attachments:

1. Redline of 10.12.500(11284429.1)
2. Redline - 10.12.460
3. XX-26 - Ordinance - Parking, Standing, and Stopping - Copy

§ 10.12.500 City parking lots.

(1)-The city parking lots are identified as follows:

(a) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum, and one motorcycle stall.

(b) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall ADA parking patrons and official vehicles only. The police chief or their designee may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(c) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(d) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(e) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(f) Lot 9, 720 Prospect Street, which lies east of Lot 8, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 9 is for designated vehicles and city employees via pass Monday through Friday. No monetary charge.

(g) Lot 10, which lies on the east side of McCormick Village Drive between SW Old Clifton Road and SW Yarrow Street. Parking in Lot 10 shall be allowed for a maximum period of four hours, enforced on a 24-hour basis.

(h) Paul Powers Park, which lies north and east of the public works department "south shed" located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(i) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(j) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(k) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 shall be allowed for a maximum period of four hours, except for stalls marked for 30--minute load/unload only, and those marked for monthly merchant parking pass parking only, subject to POMC §-10.12.520(2).

(l) Lot 3, which is the five rows of parking and the row of waterfront parking west of Harrison Avenue and east of and parallel to the library's easternmost exterior wall. Parking in Lot 3 is Port Orchard Marina parking, subject to city enforcement via an interlocal agreement between the city and the Port of Bremerton. Parking in Lot 3 shall require a paid parking pass issued by the Port of Bremerton except for stalls ~~that are posted~~ ~~as limited to a maximum period~~ ~~offor~~ four--hour parking, with no monetary charge.

(m) Lot 4, which is all parking which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is Port Orchard Marina parking, subject to ~~city~~ enforcement via an interlocal agreement between the city and the Port of Bremerton. Parking in Lot 4 shall require a paid parking pass issued by the Port of Bremerton except for stalls ~~that are~~ posted as ~~limited to a maximum period of two--hour or four--hour parking~~ ~~or four-hour parking~~, with no monetary charge.

(n) Etta Turner Park, which lies north of the Bethel Avenue/Bay Street Roundabout. Parking shall be allowed for a maximum of four hours.

(o) Bay Street Lot. Bay Street Lot consists of the paved parking lot located at 620 Bay Street, Kitsap County Tax Parcel No. 4650-009-001-0005, leased by the City of Port Orchard for parking purposes. Parking in Bay Street Lot shall be limited to designated city vehicles and via pass administered by The City of Port Orchard Monday through Friday 6AM-6PM, with general public parking permitted after 6PM M-F and weekends 6PM- midnight. The landlord retains the right to use five unreserved parking spaces.

(2) Parking restrictions in Lots 2, 5, 6, 7, 8, and 9 shall be enforced on a 24-hour basis, except Saturday, Sunday, and federal holidays. Parking restrictions in Lots 1, 2, 3, and 4 shall be enforced on a 24-hour basis, except Sunday and federal holidays. Except as otherwise set out in this chapter, no person having control over a vehicle may park such vehicle beyond the time limit permitted by official signs.

(3) The parking of oversize vehicles is prohibited in Lots 1, 2 and 10, and Paul Powers Park, Van Zee Park, and Rockwell Pocket Park. Oversize vehicles are defined to include:

(a) Any single vehicle with a gross vehicle weight rating (GVWR) of 26,001 or more pounds, or any vehicle towing a vehicle not in excess of 10,000 pounds gross vehicle weight rating;

- (b) Any single vehicle less than 26,001 pounds GVWR, or any vehicle towing a vehicle in excess of 10,001 pounds GVWR, including vehicles which are placarded for hazardous materials or designed to transport 16 or more persons, including the driver, or delivery vans;
- (c) Any vehicle registered as a recreational vehicle or trailer for the primary use of transporting the owner's family members or guests or their possessions for nonbusiness purposes; and
- (d) All other motor trucks, tractors, trailers, buses, house trailers, semi-trailers, farm machinery and equipment having a load capacity in excess of one and one-half tons, or a length in excess of 19 feet, or width in excess of seven feet.

Exception. This prohibition shall not apply when temporary parking is necessary for the preservation of life or property; for example, fire or other emergency vehicles; or when necessary in order for the operator of an oversize vehicle to load or unload; provided, however, that while loading and unloading, the operator of the large vehicle shall take precautions appropriate to the circumstances to insure that the oversize vehicle is visible to other vehicles using the street, including but not limited to the oversize vehicle must be properly attended and marked, front and rear, with a traffic cone or other similar device; the oversize vehicle must be parked in a manner as to cause only a minimum obstruction to the regular flow of traffic; and the oversize vehicle's flashers, front and rear, must be turned on and operating.

(4~~(3)~~) Violation of this section is a Class A infraction.

10.12.460~~1~~. Parking prohibited at all times.

(1) When signs or markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets or parts of streets described as follows:

- ~~1.~~ 1. Advantage Avenue: on the west side of the north 350 feet of roadway and on the left-hand side, as the traffic flows, of the remainder of the street.
- ~~2. SW Alava Court: on the north side of the street.~~
- ~~2.~~ 3. Amherst Way SW: on both sides of the street.
- ~~4. SW Anchorage Ln: on the south side of the street.~~
- ~~3.~~ 5. Andasio Loop SE: on the outside curb along the entire loop.
- ~~4.~~ 6. Arnold Avenue E: along the west side of Arnold Avenue E, from the Lawrence Street intersection, to the northeast towards Bay Street, 100 feet.
- ~~5.~~ 7. Arnold Avenue E: along the east side of Arnold Avenue E, from the Bay Street intersection, to the south 66 feet.
- ~~6.~~ 8. SW Ashwood Street: on both sides of the street.
- ~~7.~~ Bay Street: at the intersection with Wharf Street (Mitchell Point), along the outside radius of the existing road as delineated by the established guardrail.
- ~~8.~~ 9. Bay Street: on the south side from Tracy Avenue, westerly for a distance of 200 feet.
- ~~9.~~ 10. Bay Street: on the north side, from the DeKalb Street pedestrian pier westerly for 70 feet and in front of 501 Bay Street.
- ~~10.~~ 11. Bay Street: at the southwest corner of the intersection with Arnold Avenue E, from the point of curvature to the point of tangency of the curve radius.
- ~~11.~~ 12. Bay Street: on the south side from ~~Dekalb~~DeKalb Street, 130 feet to the east.
- ~~12.~~ 13. Becky Avenue: on both sides of street, from Dallas Street south to dead end.
- ~~13.~~ 14. Bethel Avenue: on the west side from the driveway at 1130 Bethel Avenue, 245 feet north.
- ~~14.~~ 15. SW Bigler Way: on the south side of the street.
- ~~15.~~ 16. Bittern Lane: on both sides of the street from McCormick Village Drive to Wandering Way.
- ~~16.~~ 17. SW Blackburn Lane: on the south side of the street.
- ~~18. Bravo Terrace: on the east side, from the Bravo Terrace intersection south to the end of cul-de-sac.~~
- ~~17.~~ 19. Bristol Lane SE: on the east side of the street.
- ~~18.~~ 20. SW Cardiff Street: on the south side of the street.
- ~~19.~~ 21. Castleton Road SW: on both sides of the street.
- ~~20.~~ 22. Cedar Canyon: on both sides of the street within 100 feet of the Tremont Street right-of-way.
- ~~21.~~ 23. Chanting Circle SW: on both sides of street, from Old Clifton Road 260 feet. ~~Then; then~~ on the east side to Chanting Circle. ~~Then; then~~ along the inside curb of the remaining part of Chanting Circle.
- ~~22.~~ 24. Chatterton Avenue SW: on the west side of the street.
- ~~23.~~ 25. Chowchilla Way: on the south side of the street.
- ~~24.~~ 26. SW Colbert Way: on left-hand side of street as the traffic flows, from Pickford Place SW to Chatterton Avenue SW.
- ~~25.~~ 27. Currant Lane SW: on the west side of the street.

26. ~~28.~~ SW Clyde Alley: on both sides of the alley.
27. Crestoner Drive SW: on the west side of the street.
28. Dallas Street: on the right-hand side, as the traffic flows.
29. ~~29.~~ DeKalb Street: on south side from Cline Avenue easterly to dead end.
30. ~~30.~~ DeKalb Street: on the south side, from Sidney Avenue westerly for a distance of 100 feet.
31. ~~31.~~ DeKalb Street: on the north side, from Tracy Avenue easterly to the end of DeKalb Street.
32. ~~32.~~ DeKalb Street: on the south side, from Mitchell Avenue to the east side of Tracy Avenue.
33. ~~33.~~ Donna Street: on the south side of street.
34. ~~34.~~ Donnegal Circle SW: on both sides of the street.
35. ~~35.~~ Egret Street: on the south side of the street.
36. ~~36.~~ Explorer ~~Ave~~Avenue: on the inside radius of the street.
37. ~~37.~~ Fantail Place: on the east side of the street.
38. ~~38.~~ Farragut Avenue: on both sides, from DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street.
39. ~~39.~~ SW Fielder Place: on the west side including the cul-de-sac.
40. ~~40.~~ Fiscal Street: on the south side of the street.
41. ~~41.~~ Forest Park Street: on both sides of the street.
42. ~~42.~~ SW Feriton Alley: on both sides of the alley.
43. Glenmore Loop: on the inside radius of the entire loop.
44. ~~43.~~ Glenwood Road SW: on the north side, from Sidney Road 350 feet west.
45. ~~44.~~ Great Glen Road SW: on the south side, from Telford Way SW easterly for a distance of 200 feet. ~~From this point, ; and~~ on the west side ~~of the street~~ to SW Alava Court.
46. ~~45.~~ Great Glen Road SW: on the east side, from SW Alava Court to Gleneagle Avenue SW.
47. ~~46.~~ Grebe Way: on the north side, from Siskin Circle to Swift Avenue.
48. ~~47.~~ Guy Wetzel Street: on both sides from Bay Street to Perry Avenue.
49. ~~48.~~ Hales Court SW: on both sides of the street.
50. ~~49.~~ Hibiscus Circle SW: on the outside radius of the entire circle.
51. ~~50.~~ Huntington Street: on both sides from Olney Avenue to Glenmore Loop and on the north side from Glenmore Loop to west end terminus.
52. ~~51.~~ Houghton Alley SW: on both sides of the alley.
53. Jabirin Way: on the north side of street.
54. ~~52.~~ Keppel Loop SW: on both sides of the street.
55. ~~53.~~ Kinross Road SW: on the east side of the street.
56. ~~54.~~ Koda Circle: along fire lanes where marked/posted.
57. ~~55.~~ SW Kerbin Lane: on the south side of the street.
58. Ladd Court SW: on both sides of the street.
59. ~~56.~~ Landis Court SW: on the northeast side.
60. ~~57.~~ Lawrence Street: on both sides of the street.
61. ~~58.~~ Lazuli Street: on the south side, from Wigeon Avenue to Siskin Circle.
62. ~~59.~~ Limerick Drive SW: on both sides of the street.
63. ~~60.~~ Lippert Drive: on both sides, from Pottery Avenue to Advantage Street.
64. ~~61.~~ Lloyd Parkway: on both sides from SW Old Clifton Road to Lumsden Road.
65. ~~62.~~ Lone Bear Drive: on both sides from Feigley Road to 100 feet west of Chatterton Avenue SW.

- ~~66. 63.~~ Longview Avenue: on east side of street.
- ~~64. SE Lovell Street: on the north side, from SE Russell Avenue to Wendell Avenue SE.~~
- ~~67. 65.~~ Lowren Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
- ~~68. 66.~~ Lumsden Road: on both sides of the street.
- ~~69. 67.~~ Locham Road SW: on the east side including the cul-de-sac.
- ~~70.~~ SE Markwick Road: on both sides of the street.
- ~~71. 68.~~ Marymere Road SW: on the south side, between Telford Way SW and Marymere Road SW.
- ~~72. 69.~~ Marymere Road SW: on the west side, from SW Alava Court to Great Glen Road SW.
- ~~73. 70.~~ Mitchell Avenue: on both sides, from Bay Street to Kitsap Street.
- ~~71. SW Mooring Lane: on the south side of the street.~~
- ~~74. 72.~~ Murrelet Avenue: on both sides, from Old Clifton Road to Siskin Circle.
- ~~75. 73.~~ SW Muller Lane: on the north side of the street.
- ~~76.~~ SE Nordmann Loop: on the outside curb of the entire loop.
- ~~77. 74.~~ Novak Drive SW: on the inside radius from Chatterton Ave SW / Landis Ct SW to the end of the cul-de-sac.
- ~~78.~~ SW Old Clifton Road: on both sides from Chanting Circle SW to Campus Parkway.
- ~~79. 75.~~ Olivine Drive SW: on both sides of the street.
- ~~80. 76.~~ SW Overlake Drive: on both sides of the street.
- ~~81.~~ SW Pendleton Way: on the south side of the street.
- ~~82. 77.~~ Perry Avenue: on the west side of the street ~~from Lawrence Street to Guy Wetzel Street.~~
- ~~78. Perry Avenue: on the east side 50 feet north and 50 feet south of Guy Wetzel Street.~~
- ~~83. 79.~~ SW Perth Place: on the south side of the street.
- ~~84. 80.~~ Pickford Place SW: on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
- ~~81. SW Pier Lane: on the south side of the street.~~
- ~~85. 82.~~ Plisko Avenue: on both sides, from Mitchell Avenue to Mile Hill Drive.
- ~~86. 83.~~ Pottery Avenue: on both sides of the street, within 100 feet of the Tremont Street right-of-way.
- ~~87. 84.~~ Prospect Street: on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
- ~~85. Reef Road SW: on the outside radius and on the inside radius of the SW corner for approximately 135 feet and the inside radius of the NW curve at Reef Road SW and Wandering Way for approximately 135 feet.~~
- ~~88. 86.~~ Retsil Road: on the west side, from the north corporate limits to the south property line of 982 Retsil Road.
- ~~87. Robert Geiger Street: other than official city vehicles, parking is prohibited at all times along the south side, from Bay Street to Prospect Street.~~
- ~~89. 88.~~ Rockwell Avenue: on both sides, from Bay Street to Kitsap Street.
- ~~90. 89.~~ Ross Street: on the south side of the 400 block.
- ~~91. 90.~~ SW Rustler: on the north side of the street.

92. Sage Court: on both sides of street.
93. ~~91.~~ Sage Street: on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
94. ~~92.~~ Seattle Avenue: on the east side, from Bay Street southerly for a distance of 82 feet.
95. ~~93.~~ SW Sedge ~~St: On~~Street: on the north side ~~of the street~~ including the cul-de-sac.
96. ~~94.~~ Sherman Avenue: on the east side of the 1200-1300 block from the dead end 980 feet north.
97. ~~95.~~ Sidney Avenue: on the west side from Bay Street to Prospect Street.
98. ~~96.~~ Siskin Circle: on the inside curb of Siskin Circle throughout the circle.
99. ~~97.~~ Snowridge Avenue: on the left-hand side, as the traffic flows on the street.
100. ~~98.~~ Sprague Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
101. ~~99.~~ Sroufe Street: on the south side, from Sidney Avenue to Portland Avenue.
102. ~~100.~~ SW Stanwick Way: on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.
103. ~~101.~~ Strathmore Circle SW: on outside of circle traveling either direction.
104. ~~102.~~ SW Sunnyside Street: on the south side of the street.
105. ~~103.~~ Sweany Street: on the north side, from Cline Avenue westerly for a distance of 340 feet.
106. ~~104.~~ Sweany Street: on the south side, from Sidney Avenue westerly for a distance of 200 feet.
107. ~~105.~~ Swift Avenue: on west side, from Siskin Circle to Lazuli Street.
108. ~~106.~~ ~~Thornhill Avenue~~Talus Loop SW: on the ~~south side inside radius~~ of the street.
- ~~107. Tremont Place: on both sides of street from 233 Tremont Place driveway to end of road guardrail.~~
- ~~108. Tremont Street: on both sides of the street, within 100 feet of Pottery Avenue right-of-way.~~
- ~~109. 109. Vardon Circle Trace Drive SW: on ~~both sides of~~the east side from Crestoner Dr SW to and including the street-culdesac~~
- ~~110. Viridian Avenue SW: on both sides of the street.~~
- ~~111. Vivian Court: on both sides of the street.~~
- ~~110. 112. Telford/Thornhill area: on the south side from Telford Way SW westerly 370 feet; then on the east side for 2,000 feet south; then on the north side for 340 feet west to Trace Drive SW.~~
- ~~111. Wandering Way: on ~~both sides from McCormick Village Drive westward 100 feet, the outside radius of the street.~~~~
- ~~112. 113. Warbler Way: on both sides of street from Old Clifton Road to Siskin Circle.~~
- ~~113. 114. Warbler Way: from Siskin Circle to curve (park) on south side and on east side from curve (park) to Grebe Way.~~
- ~~114. 115. Waverly ~~Rd~~Road SW: on the west side of the street.~~
- ~~115. 116. Wilkins Drive: on both sides, from the west terminus, eastward 350 feet.~~
- ~~116. Alleys between Crestmont Drive SW and Talus Loop SW: on both sides of the alleys.~~

(2) Violation of this section is a Class A infraction.

ORDINANCE NO. XX-26

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING, STANDING, AND STOPPING; AMENDING SECTIONS 10.12.460 AND 10.12.500 OF THE PORT ORCHARD MUNICIPAL CODE TO ADD NEW PARKING PROHIBITIONS AND TO ESTABLISH THE BAY STREET LOT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, WAC 308-330-270 authorizes the City to adopt regulations to prohibit, regulate, or limit stopping, standing, or parking of vehicles in areas of the City; and

WHEREAS, the City's regulations for parking, standing, and stopping are codified at POMC Chapter 10.12; and

WHEREAS, POMC 10.12.050(1) authorizes the City Council to establish parking prohibitions and restrictions on streets and alleys, which are codified at POMC 10.12.460; and

WHEREAS, staff have identified additional streets requiring parking prohibitions for public safety and circulation; and

WHEREAS, the City has leased a paved parking lot at 620 Bay Street and must add that facility to POMC 10.12.500; and

WHEREAS, the City Council now wishes to amend POMC 10.12.460 and 10.12.500; now, therefore,

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

SECTION 1. Section 10.12.460 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.460 Parking prohibited at all times.

(1) When signs or markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets or parts of streets described as follows:

1. Advantage Avenue: on the west side of the north 350 feet of roadway and on the left-hand side, as the traffic flows, of the remainder of the street.
2. Amherst Way SW: on both sides of the street.
3. Andasio Loop SE: on the outside curb along the entire loop.

4. Arnold Avenue E: along the west side of Arnold Avenue E, from the Lawrence Street intersection, to the northeast towards Bay Street, 100 feet.
5. Arnold Avenue E: along the east side of Arnold Avenue E, from the Bay Street intersection, to the south 66 feet.
6. SW Ashwood Street: on both sides of the street.
7. Bay Street: at the intersection with Wharf Street (Mitchell Point), along the outside radius of the existing road as delineated by the established guardrail.
8. Bay Street: on the south side from Tracy Avenue, westerly for a distance of 200 feet.
9. Bay Street: on the north side, from the DeKalb Street pedestrian pier westerly for 70 feet and in front of 501 Bay Street.
10. Bay Street: at the southwest corner of the intersection with Arnold Avenue E, from the point of curvature to the point of tangency of the curve radius.
11. Bay Street: on the south side from DeKalb Street, 130 feet to the east.
12. Becky Avenue: on both sides of street, from Dallas Street south to dead end.
13. Bethel Avenue: on the west side from the driveway at 1130 Bethel Avenue, 245 feet north.
14. SW Bigler Way: on the south side of the street.
15. Bittern Lane: on both sides of the street from McCormick Village Drive to Wandering Way.
16. SW Blackburn Lane: on the south side of the street.
17. Bristol Lane SE: on the east side of the street.
18. SW Cardiff Street: on the south side of the street.
19. Castleton Road SW: on both sides of the street.
20. Cedar Canyon: on both sides of the street within 100 feet of the Tremont Street right-of-way.
21. Chanting Circle SW: on both sides of street, from Old Clifton Road 260 feet; then on the east side to Chanting Circle; then along the inside curb of the remaining part of Chanting Circle.
22. Chatterton Avenue SW: on the west side of the street.
23. Chowchilla Way: on the south side of the street.
24. SW Colbert Way: on left-hand side of street as the traffic flows, from Pickford Place SW to Chatterton Avenue SW.
25. Currant Lane SW: on the west side of the street.
26. SW Clyde Alley: on both sides of the alley.
27. Crestoner Drive SW: on the west side of the street.
28. Dallas Street: on the right-hand side, as the traffic flows.
29. DeKalb Street: on south side from Cline Avenue easterly to dead end.
30. DeKalb Street: on the south side, from Sidney Avenue westerly for a distance of 100 feet.
31. DeKalb Street: on the north side, from Tracy Avenue easterly to the end of DeKalb Street.
32. DeKalb Street: on the south side, from Mitchell Avenue to the east side of Tracy Avenue.
33. Donna Street: on the south side of street.
34. Donnegal Circle SW: on both sides of the street.
35. Egret Street: on the south side of the street.
36. Explorer Avenue: on the inside radius of the street.
37. Fantail Place: on the east side of the street.

38. Farragut Avenue: on both sides, from DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street.
39. SW Fielder Place: on the west side including the cul-de-sac.
40. Fiscal Street: on the south side of the street.
41. Forest Park Street: on both sides of the street.
42. SW Feriton Alley: on both sides of the alley.
43. Glenmore Loop: on the inside radius of the entire loop.
44. Glenwood Road SW: on the north side, from Sidney Road 350 feet west.
45. Great Glen Road SW: on the south side, from Telford Way SW easterly for a distance of 200 feet; and on the west side to SW Alava Court.
46. Great Glen Road SW: on the east side, from SW Alava Court to Gleneagle Avenue SW.
47. Grebe Way: on the north side, from Siskin Circle to Swift Avenue.
48. Guy Wetzel Street: on both sides from Bay Street to Perry Avenue.
49. Hales Court SW: on both sides of the street.
50. Hibiscus Circle SW: on the outside radius of the entire circle.
51. Huntington Street: on both sides from Olney Avenue to Glenmore Loop and on the north side from Glenmore Loop to west end terminus.
52. Houghton Alley SW: on both sides of the alley.
53. Jabirin Way: on the north side of street.
54. Keppel Loop SW: on both sides of the street.
55. Kinross Road SW: on the east side of the street.
56. Koda Circle: along fire lanes where marked/posted.
57. SW Kerbin Lane: on the south side of the street.
58. Ladd Court SW: on both sides of the street.
59. Landis Court SW: on the northeast side.
60. Lawrence Street: on both sides of the street.
61. Lazuli Street: on the south side, from Wigeon Avenue to Siskin Circle.
62. Limerick Drive SW: on both sides of the street.
63. Lippert Drive: on both sides, from Pottery Avenue to Advantage Street.
64. Lloyd Parkway: on both sides from SW Old Clifton Road to Lumsden Road.
65. Lone Bear Drive: on both sides from Feigley Road to 100 feet west of Chatterton Avenue SW.
66. Longview Avenue: on east side of street.
67. Lowren Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
68. Lumsden Road: on both sides of the street.
69. Locham Road SW: on the east side including the cul-de-sac.
70. SE Markwick Road: on both sides of the street.
71. Marymere Road SW: on the south side, between Telford Way SW and Marymere Road SW.
72. Marymere Road SW: on the west side, from SW Alava Court to Great Glen Road SW.
73. Mitchell Avenue: on both sides, from Bay Street to Kitsap Street.
74. Murrelet Avenue: on both sides, from Old Clifton Road to Siskin Circle.
75. SW Muller Lane: on the north side of the street.
76. SE Nordmann Loop: on the outside curb of the entire loop.

77. Novak Drive SW: on the inside radius from Chatterton Ave SW / Landis Ct SW to the end of the cul-de-sac.
78. SW Old Clifton Road: on both sides from Chanting Circle SW to Campus Parkway.
79. Olivine Drive SW: on both sides of the street.
80. SW Overlake Drive: on both sides of the street.
81. SW Pendleton Way: on the south side of the street.
82. Perry Avenue: on the west side of the street.
83. SW Perth Place: on the south side of the street.
84. Pickford Place SW: on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
85. Plisko Avenue: on both sides, from Mitchell Avenue to Mile Hill Drive.
86. Pottery Avenue: on both sides of the street, within 100 feet of the Tremont Street right-of-way.
87. Prospect Street: on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
88. Retsil Road: on the west side, from the north corporate limits to the south property line of 982 Retsil Road.
89. Rockwell Avenue: on both sides, from Bay Street to Kitsap Street.
90. Ross Street: on the south side of the 400 block.
91. SW Rustler: on the north side of the street.
92. Sage Court: on both sides of street.
93. Sage Street: on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
94. Seattle Avenue: on the east side, from Bay Street southerly for a distance of 82 feet.
95. SW Sedge Street: on the north side including the cul-de-sac.
96. Sherman Avenue: on the east side of the 1200-1300 block from the dead end 980 feet north.
97. Sidney Avenue: on the west side from Bay Street to Prospect Street.
98. Siskin Circle: on the inside curb of Siskin Circle throughout the circle.
99. Snowridge Avenue: on the left-hand side, as the traffic flows on the street.
100. Sprague Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
101. Sroufe Street: on the south side, from Sidney Avenue to Portland Avenue.
102. SW Stanwick Way: on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.
103. Strathmore Circle SW: on outside of circle traveling either direction.
104. SW Sunnyside Street: on the south side of the street.
105. Sweany Street: on the north side, from Cline Avenue westerly for a distance of 340 feet.
106. Sweany Street: on the south side, from Sidney Avenue westerly for a distance of 200 feet.
107. Swift Avenue: on west side, from Siskin Circle to Lazuli Street.
108. Talus Loop SW: on the inside radius of the street.
109. Trace Drive SW: on the east side from Crestoner Dr SW to and including the culdesac
110. Telford/Thornhill area: on the south side from Telford Way SW westerly 370 feet; then on the east side for 2,000 feet south; then on the north side for 340 feet west to Trace Drive SW.
111. Wandering Way: on the outside radius of the street.

- 112. Warbler Way: on both sides of street from Old Clifton Road to Siskin Circle.
- 113. Warbler Way: from Siskin Circle to curve (park) on south side and on east side from curve (park) to Grebe Way.
- 114. Waverly Road SW: on the west side of the street.
- 115. Wilkins Drive: on both sides, from the west terminus, eastward 350 feet.
- 116. Alleys between Crestmont Drive SW and Talus Loop SW: on both sides of the alleys.

(2) Violation of this section is a Class A infraction.

SECTION 2. Amendment. Section 10.12.500 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.500 City Parking Lots.

(1)The city parking lots are identified as follows:

(a) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum, and one motorcycle stall.

(b) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall ADA parking patrons and official vehicles only. The police chief or their designee may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(c) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(d) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(e) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(f) Lot 9, 720 Prospect Street, which lies east of Lot 8, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 9 is for designated vehicles and city employees via pass Monday through Friday. No monetary charge.

(g) Lot 10, which lies on the east side of McCormick Village Drive between SW Old Clifton Road and SW Yarrow Street. Parking in Lot 10 shall be allowed for a maximum period of four hours, enforced on a 24-hour basis.

(h) Paul Powers Park, which lies north and east of the public works department “south shed” located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(i) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(j) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(k) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 shall be allowed for a maximum period of four hours, except for stalls marked for 30-minute load/unload only, and those marked for monthly merchant parking pass parking only, subject to POMC 10.12.520(2).

(l) Lot 3, which is the five rows of parking and the row of waterfront parking west of Harrison Avenue and east of and parallel to the library's easternmost exterior wall. Parking in Lot 3 is Port Orchard Marina parking, subject to city enforcement via an interlocal agreement between the city and the Port of Bremerton. Parking in Lot 3 shall require a paid parking pass issued by the Port of Bremerton except for stalls posted for four-hour parking with no monetary charge.

(m) Lot 4, which is all parking which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is Port Orchard Marina parking, subject to enforcement via an interlocal agreement between the city and the Port of Bremerton. Parking in Lot 4 shall require a paid parking pass issued by the Port of Bremerton except for stalls posted as two-hour or four-hour parking with no monetary charge.

(n) Etta Turner Park, which lies north of the Bethel Avenue/Bay Street Roundabout. Parking shall be allowed for a maximum of four hours.

(o) Bay Street Lot. Bay Street Lot consists of the paved parking lot located at 620 Bay Street, Kitsap County Tax Parcel No. 4650-009-001-0005, leased by the City of Port Orchard for parking purposes. Parking in Bay Street Lot shall be limited to designated city vehicles and via pass administered by The City of Port Orchard Monday through Friday 6AM-6PM, with general public parking permitted after 6PM M-F and weekends 6PM- midnight. The landlord retains the right to use five unreserved parking spaces.

(2) Parking restrictions in Lots 2, 5, 6, 7, 8, and 9 shall be enforced on a 24-hour basis except Saturday, Sunday, and federal holidays. Parking restrictions in Lots 1, 2, 3, and 4 shall be enforced on a 24-hour basis except Sunday and federal holidays.

Parking restrictions in Bay Street Lot shall be enforced Monday through Friday, except Saturday, Sunday, and federal holidays, during which general public parking is permitted.

(3) The parking of oversize vehicles is prohibited in Lots 1, 2 and 10, and Paul Powers Park, Van Zee Park, and Rockwell Pocket Park. Oversize vehicles are defined to include:

(a) Any single vehicle with a gross vehicle weight rating (GVWR) of 26,001 or more pounds, or any vehicle towing a vehicle not in excess of 10,000 pounds gross vehicle weight rating;

(b) Any single vehicle less than 26,001 pounds GVWR, or any vehicle towing a vehicle in excess of 10,001 pounds GVWR, including vehicles which are placarded for hazardous materials or designed to transport 16 or more persons, including the driver, or delivery vans;

(c) Any vehicle registered as a recreational vehicle or trailer for the primary use of transporting the owner's family members or guests or their possessions for nonbusiness purposes; and

(d) All other motor trucks, tractors, trailers, buses, house trailers, semi-trailers, farm machinery and equipment having a load capacity in excess of one and one-half tons, or a length in excess of 19 feet, or width in excess of seven feet.

Exception. This prohibition shall not apply when temporary parking is necessary for the preservation of life or property; for example, fire or other emergency vehicles; or when necessary in order for the operator of an oversize vehicle to load or unload; provided, however, that while loading and unloading, the operator of the large vehicle shall take precautions appropriate to the circumstances to insure that the oversize vehicle is visible to other vehicles using the street, including but not limited to the oversize vehicle must be properly attended and marked, front and rear, with a traffic cone or other similar device; the oversize vehicle must be parked in a manner as to cause only a minimum obstruction to the regular flow of traffic; and the oversize vehicle's flashers, front and rear, must be turned on and operating.

(4) Violation of this section is a Class A infraction. (Ord. 029-22 § 1 (Exh. A); Ord. 049-22 § 4; Ord. 005-23 § 3; Ord. 017-23 § 1 (Exh. A); Ord. 019-23 § 3; Ord. 032-23 § 3; Ord. 010-24 § 2 (Exh. A); Ord. 020-24 § 1; Ord. 003-25 § 1; Ord. 020-25, 11/18/2025)

SECTION 6. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance and as a result of the amendment of POMC Sections upon the effective date of this Ordinance.

SECTION 7. 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 8. 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 28th day of July 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

SPONSORED BY:

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Consent Agenda: 4.D. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Specialized Pavement Marking, LLC for Striping (Ryan).

Meeting Date: July 28, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City of Port Orchard updates striping applications in the city on an annual basis. By this Resolution, the City Council would authorize the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2026 Striping Application Project (the "Project").

On July 2, 2026, consistent with RCW 39.04.155 and the City's Procurement Policies (adopted by Resolution No. 073-23, as amended), Public Works staff established a list of qualified contractors from the 2026 MRSC Small Works Roster for the Main Category – Channelization and Sub-Category – Striping, to perform the Project. A copy of that list of qualified contractors is attached to the Resolution as Exhibit A.

On July 2, 2026, the City's Public Works Department emailed an Invitation to Bid for the Project to all qualified contractors on the selected roster. One (1) bid was received by the July 16, 2026, 2:00 p.m. deadline. Staff determined that Specialized Pavement Marking, LLC. was the sole responsive and qualified bidder. The final bid amount was as follows:

Name of Contractor: Specialized Pavement Marking, LLC

Bid Total: \$108,041.65 (tax included)

The Public Works Department reviewed all materials and verified that the bidding requirements for this public work were followed. On July 16, 2026, Public Works staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that the Stripe Rite, Inc. bid of \$108,041.65 (applicable tax included) was the lowest, qualified, responsible, and responsive bid.

Adopting this Resolution will allow the City to move forward with the 2026 Striping Application Project, ensuring that roadway markings remain clear, safe, and well-maintained for the traveling public. This authorization supports consistent annual maintenance and keeps the City's transportation network in reliable condition.

Relationship to Comprehensive Plan: 8 - Transportation

Recommendation:

Staff recommends that the City Council adopt a Resolution authorizing the Mayor to sign a contract with Specialized Pavement Marking, LLC for the 2026 Striping Application Project in the amount of \$108,041.65.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to sign a contract with Specialized Pavement Marking, LLC for the 2026 Striping Application Project in the amount of \$108,041.65.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

Striping is budgeted in the 2025-2026 Biennial Budget
(GL 002.05.542.64.40).

Alternatives: Do not approve and Provide further guidance.

Attachments:

1. solicitation_list_BEP-26-0059_2026-07-02_160823
2. CONTRACT PACKET - Striping 2026
3. RESOLUTION- 2026 Striping- Specialized Pavement

Public Agency Name:	City of Port Orchard
Roster Type:	Small Works Rosters
Project Type:	Roads
Category:	Channelization
Sub-Category:	Striping
Date:	07/02/2026
Time:	04:07 pm
Roster ID#:	BEP-26-0059
Project Name:	Striping 2026

BUSINESS NAME

1-800-STRIPER of Bellevue
A1 Pro Painting LLC
AA Asphaltting LLC
Agate Asphalt
All In 1 Construction XI LLC
Around The Sound Striping & Facilities, LLC
Asphalt Patch Systems Inc
Benjamin Asphalt, Inc.
Blackout Asphalt Maintenance
Blacktop Roadway Solutions
Bp construction llc
C. Denney Construction
Central Paving LLC
Conexus
DallumBuildCo, LLC
Diversified Holdings NW
FORMA Construction Company
Foundry Construction LLC
Goldrockinvt LLC
HUIZENGA ENTERPRISES LLC
ID-Builder Construction
J A Morris Construction
JT Industrial LLC
Lakeridge Paving Co., LLC
Lakeside Industries, Inc - Port Angeles & Port Ludlow
Liberty Asphalt Maintenance & Markings LLC
LineLazer Striping LLC
May Valley Excavation
Merriman Contracting LLC
Molecular Inc
MW Dirtworks
N P M Construction Co.
Nordland Construction NW Inc.
Northwest Cascade, Inc. --DUPLICATE
Northwest Pavement Maintenance LLC
Northwest Traffic, Inc.
Pony Up Parking Lots, Inc
POW Contracting, Inc
Precision Striping
Puget Paving & Construction, Inc.
Rainbow Sweepers, Inc. "RSI"
Rainier Asphalt and Concrete
Rhizorspainting llc
Road Products, LLC
ROGNLINS INC.
Sealcoating Services
SEALTECH ASPHALT, INC.
Select Wa Markings

Signature General Construction Inc.
Specialized Pavement Marking, LLC
Straight Line Striping,LLC
T Stone Construction LLC
TMC Contractors LLC
Top Line Maintenance & Markings LLC
Vertex Contracting
viking striping llc
Westward Hoe Construction
Westwood Company LLC
Wolf Industries, Inc.

**CITY OF PORT ORCHARD SMALL WORKS
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2026-013**

THIS Agreement is made effective as of the 28th day of July 2026, by and between

CITY OF PORT ORCHARD, WASHINGTON, ("**CITY**"), a Washington municipal corporation located at:

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

("CONTRACTOR"), a Washington corporation located at:

Contact: Tyler Pierce Phone: 253-299-1200

Email: tyler.pierce@SPMNW.com

for the following Project:

2026 Road Striping ("**PROJECT**")

In consideration of the mutual benefits to both parties, both Parties agree to the following:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
 - a. This Agreement signed by the City and the Contractor;
 - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
 - c. The attached Special Provisions, Plans and Specifications;
 - d. 2018 International Building Code (IBC) and 2018 Energy Code Compliance;
 - e. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
 - f. Public Works Terms and Conditions;
 - g. Insurance and Bonding Requirements;

- h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
- i. 2019 Public Works Engineering Standards;
- j. Appendix A: Non-Discrimination Statutes and Authorities.
- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. **Date of Commencement and Substantial Completion Date.** This project consists of work to be performed w no later than August 22, 2026. The Contractor shall furnish all materials, equipment, tools, labor, and other items incidental thereto.
- 3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
- 4. Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$108,041.65 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
- 5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors.
7. The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.
9. **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.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

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

- a) **Compliance with Regulations:** The Contractor 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 Contractor, 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 Contractor 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 Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this 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 Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor'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:
1. withholding payments to the Contractor under the Agreement until the contractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 9.a through 9.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

10. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been 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 as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

11. Warranty. Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of

the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, 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) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

- 12. Indemnification.** Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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.

13. Miscellaneous Provisions.

- a) *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b) *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap

County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

- c) *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- d) *Assignment.* Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- e) *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- f) *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.
- g) *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- h) *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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

Robert Putaansuu, Mayor

By: _____
Its: _____

ATTEST/AUTHENTICATE:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*)
 certify that I am the _____ (*Corporate Title*) of the
 corporation named as the Contractor in the Agreement attached hereto; that
 _____, (*Contract Signer*) who signed said Agreement on behalf
 of the Contractor, was then _____ (*Corporate Title*) of said corporation;
 that said Agreement was duly signed for and in behalf of said corporation by authority of its
 governing body, and is within the scope of its corporate powers.

Corporate Seal

Corp. officer signature (not contract signer)

Printed

Title

State of _____)
) ss
County of _____)

_____, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is _____ (Corporate Title) of _____ (Name of Corporation)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public (Signature)

Notary Public (Print)

My commission expires

**CITY OF PORT ORCHARD
PUBLIC WORK PROJECT TERMS AND CONDITIONS**

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities, and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term "City" means Port Orchard, Washington, "successful bidder" means the apparent lowest and best responsible bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per chapter 18.27 RCW; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. PREVAILING WAGES: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit -- on behalf of itself and each and every Sub-Contractor -- 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 project, the Contractor must submit -- on behalf of itself and every Sub-Contractor -- 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 <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> for Washington State Prevailing Wage rates.

6. INSURANCE REQUIREMENT: The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

7. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

8. PROJECT COMPLIANCE: In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

9. TAXES: Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

10. ERROR IN EXTENSION: Unit price, when used, shall govern in case of extension error. If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

11. PERMITS AND FEES: The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

12. CONTRACT: The Contract Documents ("Contract"), when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City's prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the

invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

13. **CHANGES:** The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section 13 entitled, "Claims," below.

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

14. **CLAIMS:** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor 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 Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor'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 Contractor'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 Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor 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 Contractor'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. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor 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 Contractor 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 Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

15. **LIMITATION OF ACTIONS:** CONTRACTOR 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 CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

16. **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability, or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

18. **EMPLOYMENT OF STATE RETIREES:** The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

19. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

- a) *Termination for Cause.* The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- b) *Termination for Convenience.* The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.

- c) *Settlement of Costs.* If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

20. COMPLIANCE WITH TERMS: The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

21. PAYMENT: Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

22. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.

**CITY OF PORT ORCHARD
INSURANCE REQUIREMENTS**

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be 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 Contractor, their agents, representatives, employees and subcontractors and shall meet the requirements herein.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- *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.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- *Employer's Liability* insurance limit of \$1,000,000 each accident, Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy limit \$1,000,000.

Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this

contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

- The Contractor's insurance coverage 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 Contractor's insurance and shall not contribute with it.
- If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

Verification of Coverage. The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that

includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project.

Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the City. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed or altered without forty-five (45) days prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor 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 Contractor from the City.

**CITY OF PORT ORCHARD
DECLARATION OF OPTION FOR PERFORMANCE
BOND OR ADDITIONAL RETAINAGE**

(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS –RCW 39.08.010)

Note 1: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

Note 2: Regardless of choice under Section 2 of this form, the Contractor will be required to provide a warranty/maintenance bond **effective at project close out** prior to either release of the performance bond or release of the 10% retainage.

1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, the Contractor elects to (select one):

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents.

_____ (2) Have the City retain, in lieu of the performance and payment bonds, an additional 5% for a total of ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. (RCW 39.08.010)

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature, Date_____

Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2026 ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2026-013**

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____,
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled **2026 ROAD STRIPING** Project No. **PW2026-013** ("Project"). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal, its heirs, executors, administrators, successors, or assigns:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and
- Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or

- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

By _____
Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

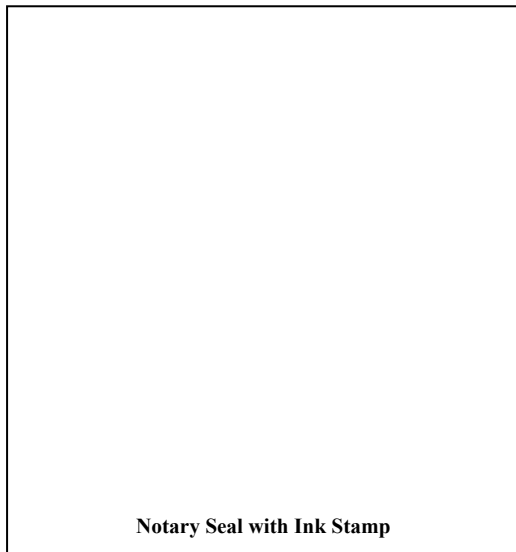
STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- ☐ _____ of _____, the
corporation,
- ☐ _____ of _____, the
partnership,
- ☐ **individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

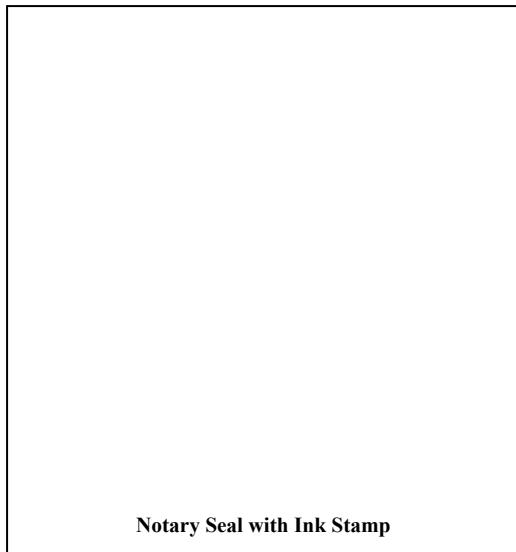
SURETY ACKNOWLEDGEMENT

STATE OF _____)
_____)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing
at: _____

My _____ Commission _____ expires:

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and shall leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without

recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY

DEVELOPER/OWNER

(Signature must be notarized)

(Signature must be notarized)

By: _____

By: _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____

Date: _____

Its Public Works Director/

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ **Developer/Owner (Form P-1)**

_____ **Surety Company (Form P-2)**

**FORM P-1 / NOTARY BLOCK
(Developer/Owner)**

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK
(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

APPENDIX A

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

**INVITATION TO BID
CITY OF PORT ORCHARD
2026 ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2026-013
April 22, 2026**

Notice is hereby given that bids will be received for the City of Port Orchard 2026 Road Striping Project. Interested parties should submit their proposals to:

City of Port Orchard Public Works Department
216 Prospect Street
Port Orchard, WA 98366
or email to: bidsandproposals@portorchardwa.gov
RE: ITB – CITY OF PORT ORCHARD 2026 ROAD STRIPING

Proposals will be received until 2:00 pm on July 16, 2026

No proposals time-stamped after the above stated time will be accepted.

Project Details

Site(s): Public streets within the City of Port Orchard as shown in Attachment A and Attachment B.

Scope of Work: City of Port Orchard repainting of roadway striping. See Schedule of Contract Prices for paint application descriptions and approximate linear footage. An inventory of streets, their corresponding applications, and approximate linear footage is included in Exhibit A for reference. A map of city streets and corresponding boundaries is also attached for reference (Exhibit B). Please complete the bid pursuant to the requirements set out in this Invitation to Bid, including but not limited to the following specific requirements:

- Paint application and environmental protection shall meet the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M41-10, 2023 edition.
- The Contractor is responsible for all traffic control, if applicable. This includes approval of a traffic control plan, if needed, by the Public Works Operations Manager prior to start of work. If flaggers are utilized, they must have minimum Class 2 apparel with current flagger card certification.
- Please note that striping applications follow DOR Rule 171 regarding state sales tax. The Contractor shall include Washington State retail sales tax IN the various unit bid prices.
- A Spill Prevention, Control, and Countermeasure Plan (SPCC) must be submitted to the city for approval after the contract is awarded and prior to the commencement of work.

This project consists of work to be performed within the commencement date (July 28, 2026), with all work to be completed no later than August 22, 2026. The Contractor shall furnish all materials, equipment, tools, labor, and other items incidental thereto.

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 sites are 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 prime contractor bid due date is **July 16th, 2026 2:00 pm**

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:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. 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.
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 REQUIREMENT:** The successful bidder will furnish insurance as stipulated in "Insurance Requirements" of the project contract attached to this ITB.
6. A Performance & Payment Bond at 100% of the Contract Value.
7. A one-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 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 or to schedule a walk-thru should be directed to Marc Fournier at mfournier@portorchardwa.gov or call 360.535.2495. 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

SCHEDULE OF CONTRACT PRICES

2026 ROAD STRIPING
Public Works Project No. PW2026-013

NOTE: If a discrepancy between the numerical Total Amount and the written (words) Total price is found, the written (words) Total price shall control.

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
Base Bid					
1	SPCC Plan	1	LS	\$1,000.00	\$ 1,000.00
<u>\$ One thousand dollars and zero cents.</u> (Total Price in Words)					
2	Temporary traffic Control	1	LS	\$22,500.00	\$ 22,500.00
<u>\$ Twenty two thousand five hundred dollars and zero cents.</u> (Total Price in Words)					
3	4" Skip Stripe- White	21847	LF	\$0.14	\$ 3,058.58
<u>\$ Three thousand fifty eight dollars and fifty eight cents.</u> (Total Price in Words)					
4	4" Road Edge- White	186381	LF	\$ 0.16	\$ 29,820.96
<u>\$ Twenty nine thousand eight hundred twenty dollars and ninety six cents.</u> (Total Price in Words)					
5	8" Road Edge- White	43398	LF	\$ 0.20	\$ 8,679.60
<u>\$ Eight thousand six hundred seventy nine dollars and sixty cents.</u> (Total Price in Words)					
6	8" Turn Pocket- White	11191	LF	\$0.20	\$ 2,238.20
<u>\$ Two thousand two hundred thirty eight dollars and twenty cents.</u> (Total Price in Words)					
7	4" Skip Stripe- Yellow	16173	LF	\$ 0.14	\$ 2,264.22
<u>\$ Two thousand two hundred sixty four dollars and twenty two cents.</u> (Total Price in Words)					
8	4" Double Solid- Yellow	125802	LF	\$ 0.22	\$ 27,676.44
<u>\$ Twenty seven thousand six hundred seventy six dollars and forty four cents.</u> (Total Price in Words)					

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
9	4" Skip/Single Solid- Yellow	38691	LF	\$ 0.15	\$ 5,803.65
<u>\$ Five thousand eight hundred three dollars and sixty five cents.</u> (Total Price in Words)					
10	Minor Change	5000	LS	1	\$ 5,000.00
<u>\$ Five thousand dollars and zero cents.</u> (Total Price in Words)					
Subtotal \$					<u>108,041.65</u>
Tax \$					<u>INCLUDED</u>
Total Bid \$					<u>108,041.65</u>
Total in words					<u>One hundred eight thousand forty one dollars and sixty five cents.</u>

SALES TAX

In accordance with Section 1-07.2(1) and DOR Rule 171, State Sales Tax: Work performed on City, County, or Federally-owned land, the Contractor shall include Washington State retail sales taxes IN the various unit bid prices or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

ACKNOWLEDGEMENTS

CITY OF PORT ORCHARD
2026 ROAD STRIPING
PUBLIC WORKS PROJECT NO. PW2026-013

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:

<u>None.</u>			
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"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: <u>7-14-2026</u>
Printed Name and Title: <u>Tyler Pierce, VP of WA Operations</u>	Location or Place Executed (City, State): <u>Pacific, WA</u>
Business Address: <u>175 Roy Rd SW, Bldg. C, Pacific, WA 98047</u>	Business Telephone: <u>253-299-1200</u>

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.

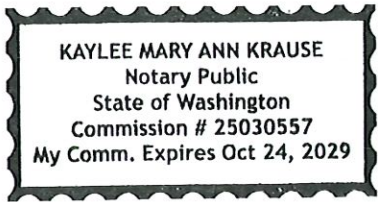
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tyler Pierce signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the VP of WA Operations (title) of Specialized Pavement Marking, LLC (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 14th day of July, 2026.



Kaylee Mary Ann Krause

Notary Public

Kaylee Mary Ann Krause

Printed Name

My Commission Expires: October 24th, 2029

BIDDER'S QUALIFICATION FORM

CITY OF PORT ORCHARD
2026 ROAD STRIPING

1. Name of Contractor: Specialized Pavement Marking, LLC
Address: 175 Roy Rd SW, Bldg. C, Pacific, WA 98047
2. Telephone No. (253) 299-1200 Fax No.: (253) 299-1250
Email Address: Tyler.Pierce@SPMNW.com
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.:
002,815-01
4. Washington State Dept. of Licensing Contractor's Registration No. SPECIPM781B9
Expiration Date: 11/19/2027
5. Washington State Uniform Business Identifier No. 602-001-003
(Must have UBI number before the contract is awarded.)
6. Does the Contractor have a City of Port Orchard Business License Yes: ☒ No: ☐
(A City of Port Orchard Business license is required prior to commencing work pursuant to a written Notice to Proceed)
7. Number of years engaged in contracting business under above name: 29 Years
8. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? Yes.
9. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? (Provide Number) Yes - 002,815-01
10. Does the contractor have an employment security department number as required in Title 50 RCW? (Provide Number): Yes - 135712-01-2
11. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (Provide Number): Yes - 602-001-003
12. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? No.
13. 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) Contract is exempt.
14. 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.
15. 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.

16. Particular types of construction performed by your company:

Pavement marking and related activities.

17. Gross amount of contracts now on hand: \$ 121M

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

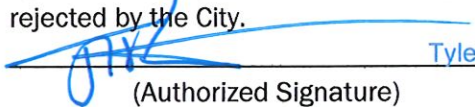
Amount	Type	Owner's Name	Phone
\$550K	Pavement Markings	Jefferson County	360-385-9353
\$361K	Pavement Markings	City of Everett	425-257-8887
\$291K	Pavement Markings	City of Kent	253-856-5547
<u>**More project references can be provided upon request**</u>			

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

Name	Title	Years of Construction Experience	Availability
Tyler Pierce	VP of WA Operations	24	Anytime
Troy Benedict	Project Manager	34	Anytime
Mike Susner	Estimator	45	Anytime

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:  Tyler Pierce
(Authorized Signature)

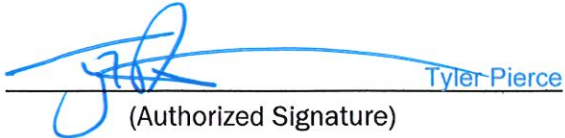
Title: VP of WA Operations

Date: 7-14-2026

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.

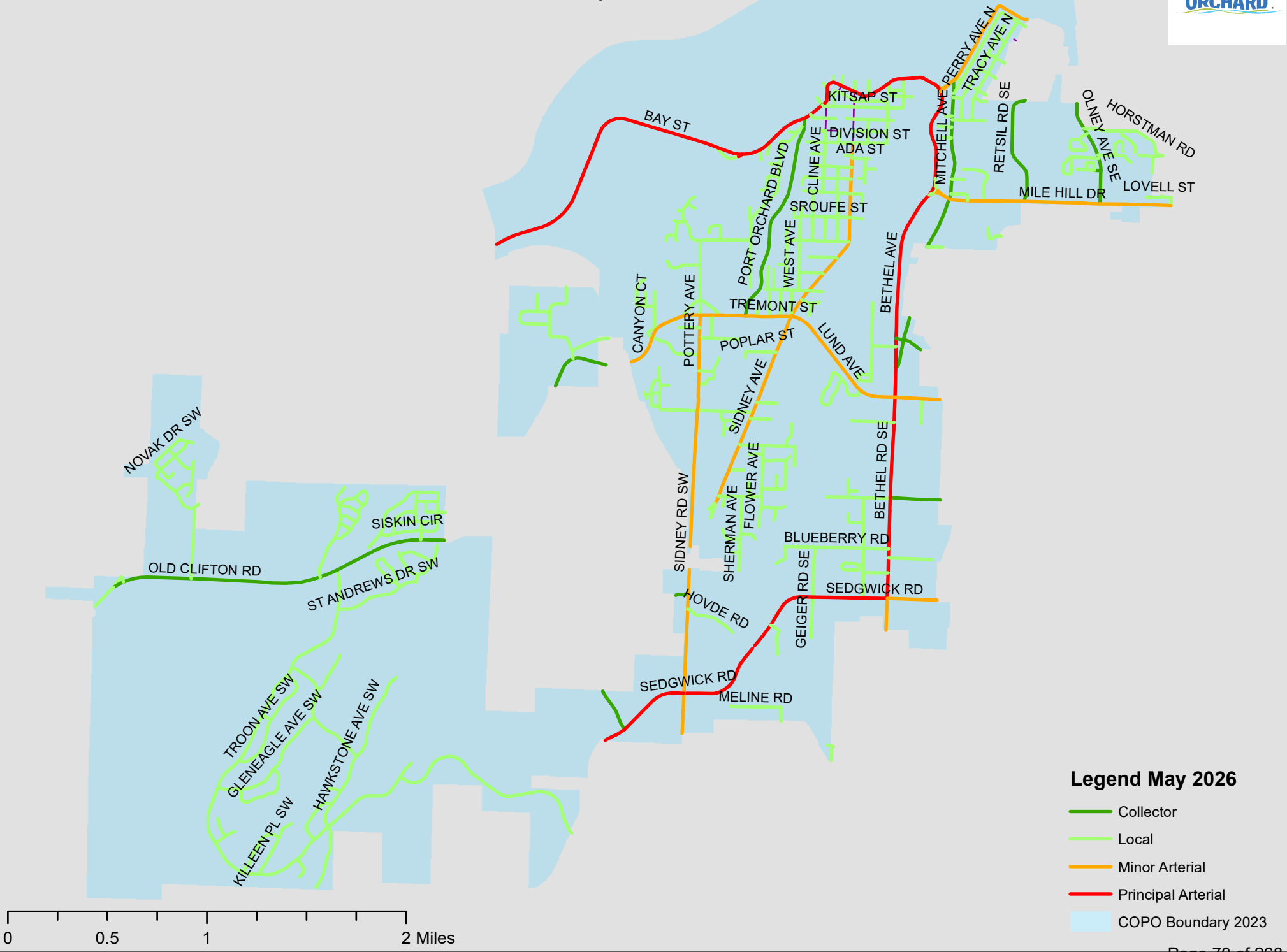
By:  Tyler Pierce
(Authorized Signature)

Title: VP of WA Operations

STREET NAME		WHITE												YELLOW									
		4" SKIP		4" EDGE	8" EDGE		8" TURN POCKET		8" DOTTED		TOTAL	TOTAL	4" SKIP		DOUBLE SOLID		SKIP/SINGLE SOLID		TOTAL	TOTAL			
		STRIPE LF	PAINT LF	LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF	STRIPE LF	PAINT LF			
ANDERSON HILL RD SW			0	2752		0		0		0	2752	2752	772	193		0	662	827.5	1434	1020.5			
AUSTIN AVE			0			0		0		0	0	0	228	57		0		0	228	57			
BAY ST			0	5412		0		40		80	5452	5492		0	3381	6762	552	690	3933	7452			
BEACH DR E			0	2265		0				0	2265	2265		0	1179	2358		0	1179	2358			
BETHEL AVE			0	7752		0				0	7752	7752		0		0	7586	9482.5	7586	9482.5			
BETHEL RD SE	609	152.25		12373		0		2087		4174		0		0	5625	11250	4239	5298.75	9864	16548.75			
SE BLUEBERRY RD															1700	3400							
BRAVO TERRACE	199	49.75		47		0		68		136		0	314	232.75	474	118.5	448	896		922	1014.5		
CANYON CT			0			0				0	0	0		0	116	232		0	116	232			
SE CARL PICKEL DR			0			0		85		170		0	85	170		0	101	202		101	202		
CATHIE AVE SE			0			0		195		390		0	195	390		0	524	1048	175	218.75	699	1266.75	
CLINE AVE			0			0				0	0	0	562	140.5	694	1388	822	1027.5	2078	2556			
DEKALB ST (OFF MITCHELL)			0			0				0	0	0		0	260	520		0	260	520			
DIVISION ST			0			0				0	0	0	630	157.5		0		0	630	157.5			
DIVISION ST (OFF HULL)			0			0				0	0	0		0	237	474		0	237	474			
DWIGHT ST			0			0				0	0	0	237	59.25	136	272		0	373	331.25			
FEIGLEY RD SW			0	1421		0		102		204		0	1523	1625		0	2023	4046	2023	4046			
GEIGER RD SE				455											575	1150			575				
GLENEAGLE AVE SW		0		3394	3266	6532				0	6660	9926		0	4360	8720		0	4360	8720			
GLENWOOD RD SW		0		960	1090	2180		102		204		0	2152	3344		0	2176	4352	2176	4352			
GOLDENROD ST		0		1103		0				0	1103	1103	527	131.75		0		0	527	131.75			
HAWKSTONE AVE SE		0		8511		0				0	8511	8511		0	3427	6854	765	956.25	4192	7810.25			
HIGH ST		0				0				0	0	0		0	480	960		0	480	960			
SE HORSTMAN RD		0		4412		0				0	4412	4412		0	2293	4586		0	2293	4586			
SW HOVDE RD		0				0				0	0	0		0	1230	2460		0	1230	2460			
HULL AVE		0				0				0	0	0	338	84.5	1630	3260	258	322.5	2226	3667			
KITSAP ST		0		92		0				0	92	92	1029	257.25	400	800	493	616.25	1922	1673.5			
SE LINCOLN AVE		0			400	800				0	400	800		0	400	800		0	400	800			
LIPPERT DR W		0		2490		0		90		180		0	2580	2670		0	2350	4700	2350	4700			
LLOYD PKWY		0		339		0				0	339	339		0	924	1848		0	924	1848			
LUMSDEN RD				1618											814	1628			814				
SE LUND AVE	8276	2069		1119		0		1296		2592		0	10691	5780		0	4637	9274	1236	1545	5873	10819	
SE LUNDBERG RD		0				0				0	0	0	590	147.5		0		0	590	147.5			
MAPLE ST		0				0		37		74		0	37	74		0	32	64		32	64		
MAYMAC DR SW		0		3105	2967	5934				0	6072	9039		0	2996	5992		0	2996	5992			
McCORMICK VILLAGE DR				7900											5512	11024			5512				
MCCORMICK WOODS DR SW		0		27450	12950	25900		337		674		0	40737	54024	3681	920.25	10105	20210	6415	8018.75	20201	29149	
MELCHER ST W		0				0				0	0	0		0	1239	2478		0	1239	2478			
MITCHELL AVE		0		2913		0		71		142		0	2984	3055		0	3143	6286	983	1228.75	4126	7514.75	
MITCHELL RD SE		0		2310		0		141		282		0	2451	2592		0	782	1564	173	216.25	955	1780.25	
OLD CLIFTON RD		0		22669		0		1024		2048		0	23693	24717	994	248.5	9889	19778	2388	2985	13271	23011.5	
OLNEY AVE SE		0		3226		0		346		692		0	3572	3918		0	2071	4142	688	860	2759	5002	
ORLANDO ST				1175											595	1190							
PAYSENO LN SE															265	530							
PLISKO LN		0		292		0				0	292	292		0	512	1024		0	512	1024			
PORT ORCHARD BLVD	5173	1293.25		10864		0		212		424		0	16249	12581.25		0	5481	10962		0	5481	10962	
POTTERY AVE	0	0		2885	8175	16350		60		120		0	11120	19355	0	0	5270	10540	3910	4887.5	9180	15427.5	
RAMSEY RD SE		0		2152		0		70		140		0	2222	2292	986	246.5	618	1236		0	1604	1482.5	
RETSIL RD		0		5342		0				0	5342	5342	624	156	1732	3464	304	380	2660	4000			
ROCKWELL AVE		0				0				0	0	0		0	711	1422		0	711	1422			
ROLAND AVE		0		1060		0				0	1060	1060		0	547	1094		0	547	1094			
SE SALMONBERRY RD		0				0				0	0	0	186	46.5	396	792	727	908.75	1309	1747.25			
SW SEDGWICK RD	120	30		4820	2232	4464		1565		3130		0	8737	12444		0	3815	7630	628	785	4443	8415	
SHERMAN AVE		0				0				0	0	0		0	547	1094		0	547	1094			
SIDNEY AVE		0		5494		0		458		916		0	5952	6410	2008	502	8280	16560	892	1115	11180	18177	

SIDNEY RD SW			450	112.5	11655	0	900	1800	0	13005	13567.5	1353	338.25	4483	8966	928	1160	6764	10464.25		
SOUTH KITSAP BLVD				0	220	0	90	180	0	310	400		0	188	376	530	662.5	718	1038.5		
ST ANDREWS DR SW				0	4865	2060	4120	0	0	6925	8985		0	2630	5260		0	2630	5260		
Telford Way SW					6044									3082	6164			3082			
TRACY AVE					3346					3346		1700	425		0						
TREMONT PL						195								340	680			340			
TREMONT ST			7020	1755	4542	9084	1126	2252	0	12688	13091		0	2505	5010	3300	4125	5805	9135		
SW TROON AVE SW				0		0		0	0	0	0			3020	6040		0	3020	6040		
TROON ST				0		0		0	0	0	0	201	50.25		0		0	201	50.25		
SE VALLAIR CT				0		791	1582	0	0	791	1582		0	1054	2108		0	1054	2108		
WHITTIER AVE SE				0		0		0	0	0	0		0	173	346		0	173	346		
SW YARROW ST				0		4740		0	0	4740	0		0	1805	3610		0	1805	3610		
				0		0		0	0		0		0		0		0				
				0		0		0	0	0	0		0		0		0	0	0		
TOTAL			21847	5461.75	186302	43408	76946	10502	21004	0	0	244672	269175.8	17120	4280	125938	251876	38654	48317.5	177452	278282.5

@15MIL WET THICKNESS
SINGLE 4" LINE 322 FT PER GAL
7LBS BEAD PER GAL OF PAINT



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A
SMALL WORKS CONTRACT WITH SPECIALIZED PAVEMENT MARKING, LLC FOR
THE 2026 STRIPING APPLICATION PROJECT AND DOCUMENTING THE SMALL
PUBLIC WORKS PROCUREMENT PROCEDURES.**

WHEREAS, the City updates striping applications throughout the City on an annual basis;
and

WHEREAS, the City is a member of the Municipal Research and Services Center of Washington (MRSC) Small Public Works Roster program, and MRSC solicits on behalf of participating local government agencies, including the City, within Washington State for the MRSC Small Works Roster; and

WHEREAS, on July 2, 2026, pursuant to RCW 39.04.155 and the City's Procurement Policies, adopted as Resolution No. 073-23, the City's Public Works Department established a roster of qualified contractors from the 2026 MRSC Small Works Roster, for the Main Category – Channelization, and Sub-Category – Striping, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City's Public Works Department issued an Invitation to Bid for the Project to all qualified contractors on the selected roster; and

WHEREAS, one (1) bid was received before the July 16, 2026, 2:00 p.m. deadline, and staff determined that Specialized Pavement Marking, LLC submitted the apparent lowest, qualified bid for the Project; and

WHEREAS, the Public Works Department reviewed all materials and verified that the bidding requirements for this public work were followed. On July 16, 2026, Public Works Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that Specialized Pavement Marking, LLC submitted the lowest, responsible, qualified, and responsive bid in the amount of \$108,041.65 (tax included); and

WHEREAS, the Port Orchard City Council, consistent with prior recommendations 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 authorizes the Mayor to execute a contract, in a form acceptable to the City Attorney, with Specialized Pavement Marking, LLC for the 2026 Striping Application Project, in the amount of \$108,041.65 (applicable tax included).

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 28th day of July, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC



City of Port Orchard

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

Agenda Staff Report

Consent Agenda: 4.E. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project (Ryan)

Meeting Date: July 28, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City of Port Orchard updates thermoplastic applications in the city on an annual basis. By this Resolution, the City Council would authorize the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project.

On June 24, 2026, consistent with RCW 39.04.155 and the City's Procurement Policies, Public Works staff established a list of qualified contractors from the 2026 MRSC Small Works Roster, for the Main Category – Channelization, and Sub-Category – Striping. This roster was used to identify eligible contractors for the Project, and a copy is provided as Exhibit A.

On June 24, 2026, an Invitation to Bid was emailed to all qualified contractors listed on the roster. One bids were received before the July 15, 2026, 2:00 p.m. deadline.

Final bid amounts were received as follows:

Name of Contractor: Specialized Pavement Marking, LLC

Bid Total: \$38,544 (tax included)

The Public Works Department reviewed all submitted materials and verified that the bidding requirements for this public work were followed. On July 15, 2026, Public Works staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that Specialized Pavement Marking, LLC submitted the lowest, responsible, qualified, and responsive bid in the amount of \$38,544 (tax included).

Relationship to Comprehensive Plan: 8 - Transportation

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project in the amount of \$38,544 (tax included).

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a contract with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project in the amount of \$38,544.

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact: Thermoplastic Application is budgeted in the 2025-2026 Biennial Budget (GL 002.05.542.64.40).

Alternatives: Do not approve and provide alternative guidance.

Attachments:

1. solicitation_list_BEP-26-0058_2026-06-26_161841
2. CONTRACT PACKET - Thermoplastics 2026
3. RESOLUTION- 2026 Thermo

Public Agency Name:	City of Port Orchard
Roster Type:	Small Works Rosters
Project Type:	Roads
Category:	Channelization
Sub-Category:	Striping
Date:	06/26/2026
Time:	04:18 pm
Roster ID#:	BEP-26-0058
Project Name:	thermoplastics 2026

BUSINESS NAME

1-800-STRIPER of Bellevue
A1 Pro Painting LLC
AA Asphaltting LLC
Agate Asphalt
All In 1 Construction XI LLC
Around The Sound Striping & Facilities, LLC
Asphalt Patch Systems Inc
Benjamin Asphalt, Inc.
Blackout Asphalt Maintenance
Blacktop Roadway Solutions
Bp construction llc
C. Denney Construction
Central Paving LLC
Conexus
DallumBuildCo, LLC
Diversified Holdings NW
FORMA Construction Company
Foundry Construction LLC
Goldrockinvt LLC
HUIZENGA ENTERPRISES LLC
ID-Builder Construction
J A Morris Construction
JT Industrial LLC
Lakeridge Paving Co., LLC
Lakeside Industries, Inc - Port Angeles & Port Ludlow
Liberty Asphalt Maintenance & Markings LLC
LineLazer Striping LLC
May Valley Excavation
Merriman Contracting LLC
Molecular Inc
MW Dirtworks
N P M Construction Co.
Nordland Construction NW Inc.
Northwest Cascade, Inc. --DUPLICATE
Northwest Pavement Maintenance LLC
Northwest Traffic, Inc.
Pony Up Parking Lots, Inc
POW Contracting, Inc
Precision Striping
Puget Paving & Construction, Inc.
Rainbow Sweepers, Inc. "RSI"
Rainier Asphalt and Concrete
Rhizorspainting llc
Road Products, LLC
ROGNLINS INC.
Sealcoating Services
SEALTECH ASPHALT, INC.
Select Wa Markings

Signature General Construction Inc.
Specialized Pavement Marking, LLC
Straight Line Striping,LLC
T Stone Construction LLC
TMC Contractors LLC
Top Line Maintenance & Markings LLC
Vertex Contracting
viking striping llc
Westward Hoe Construction
Westwood Company LLC
Wolf Industries, Inc.

**CITY OF PORT ORCHARD SMALL WORKS
CONSTRUCTION CONTRACT NO. _____
PUBLIC WORKS PROJECT NO. PW2026-012**

THIS Agreement is made effective as of the 28th day of July 2026, by and between

CITY OF PORT ORCHARD, WASHINGTON, ("**CITY**"), a Washington municipal corporation located at:

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

("CONTRACTOR"), a Washington corporation located at:

Contact: Tyler Pierce Phone: 253-299-1200

Email: tyler.pierce@SPMNW.com

for the following Project:

2026 Road Thermoplastics ("**PROJECT**")

In consideration of the mutual benefits to both parties, both Parties agree to the following:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
 - a. This Agreement signed by the City and the Contractor;
 - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
 - c. The attached Special Provisions, Plans and Specifications;
 - d. 2018 International Building Code (IBC) and 2018 Energy Code Compliance;
 - e. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
 - f. Public Works Terms and Conditions;
 - g. Insurance and Bonding Requirements;

- h. The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-g;
- i. 2019 Public Works Engineering Standards;
- j. Appendix A: Non-Discrimination Statutes and Authorities.
- k. The bid proposal submitted by the contractor, except when inconsistent with Contract documents a-j

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. **Date of Commencement and Substantial Completion Date.** This project consists of work to be performed no later than August 30, 2026. The Contractor shall furnish all materials, equipment, tools, labor, and other items incidental thereto.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City. Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.
4. Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **\$38,544.00 (including applicable sales tax)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors.
7. The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.
9. **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.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

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

- a) **Compliance with Regulations:** The Contractor 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 Contractor, 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 Contractor 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 Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this 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 Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor'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:
1. withholding payments to the Contractor under the Agreement until the contractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 9.a through 9.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

10. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been 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 as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

11. Warranty. Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of

the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, 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) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

- 12. Indemnification.** Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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.

13. Miscellaneous Provisions.

- a) *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b) *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap

County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

- c) *Written Notice.* All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- d) *Assignment.* Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- e) *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- f) *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.
- g) *Compliance with Laws.* The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- h) *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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

Robert Putaansuu, Mayor

By: _____
Its: _____

ATTEST/AUTHENTICATE:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*)
 certify that I am the _____ (*Corporate Title*) of the
 corporation named as the Contractor in the Agreement attached hereto; that
 _____, (*Contract Signer*) who signed said Agreement on behalf
 of the Contractor, was then _____ (*Corporate Title*) of said corporation;
 that said Agreement was duly signed for and in behalf of said corporation by authority of its
 governing body, and is within the scope of its corporate powers.

Corporate Seal

Corp. officer signature (not contract signer)

Printed

Title

State of _____)
) ss
County of _____)

_____, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is _____ (Corporate Title) of _____ (Name of Corporation)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public (Signature)

Notary Public (Print)

My commission expires

CITY OF PORT ORCHARD
PUBLIC WORK PROJECT TERMS AND CONDITIONS

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities, and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term "City" means Port Orchard, Washington, "successful bidder" means the apparent lowest and best responsible bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per chapter 18.27 RCW; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. PREVAILING WAGES: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit -- on behalf of itself and each and every Sub-Contractor -- 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 project, the Contractor must submit -- on behalf of itself and every Sub-Contractor -- 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 <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> for Washington State Prevailing Wage rates.

6. INSURANCE REQUIREMENT: The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

7. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

8. PROJECT COMPLIANCE: In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

9. TAXES: Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

10. ERROR IN EXTENSION: Unit price, when used, shall govern in case of extension error. If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

11. PERMITS AND FEES: The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

12. CONTRACT: The Contract Documents ("Contract"), when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City's prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the

invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

13. **CHANGES:** The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section 13 entitled, "Claims," below.

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

14. **CLAIMS:** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor 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 Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor'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 Contractor'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 Contractor is asserting a schedule change or disruption.

B. *Records.* The Contractor 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 Contractor'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. *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor 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 Contractor 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 Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

15. **LIMITATION OF ACTIONS:** CONTRACTOR 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 CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

16. **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability, or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

18. **EMPLOYMENT OF STATE RETIREES:** The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

19. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

- a) *Termination for Cause.* The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- b) *Termination for Convenience.* The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.

- c) *Settlement of Costs.* If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

20. COMPLIANCE WITH TERMS: The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

21. PAYMENT: Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

22. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.

**CITY OF PORT ORCHARD
INSURANCE REQUIREMENTS**

Insurance Term. The Contractor shall procure and maintain for the duration of the Contract with the City, insurance as described herein, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Such insurance shall be 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 Contractor, their agents, representatives, employees and subcontractors and shall meet the requirements herein.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- *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.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

- *Employers' Liability* coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Contractor's General Liability Coverage or as a stand-alone policy.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- *Employer's Liability* insurance limit of \$1,000,000 each accident, Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy limit \$1,000,000.

Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- *Workers' Compensation* insurance as required by the State of Washington.
- *Employer's Liability* insurance with Washington Stop Gap Employers' Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this

contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

- The Contractor's insurance coverage 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 Contractor's insurance and shall not contribute with it.
- If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

Verification of Coverage. The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that

includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project.

Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the City. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed or altered without forty-five (45) days prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor 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 Contractor from the City.

**CITY OF PORT ORCHARD
DECLARATION OF OPTION FOR PERFORMANCE
BOND OR ADDITIONAL RETAINAGE**

(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS –RCW 39.08.010)

Note 1: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

Note 2: Regardless of choice under Section 2 of this form, the Contractor will be required to provide a warranty/maintenance bond **effective at project close out** prior to either release of the performance bond or release of the 10% retainage.

1. The Contractor shall provide 5% retainage, pursuant to RCW 60.28.011(1)(a).
2. In addition, the Contractor elects to (select one):

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents.

_____ (2) Have the City retain, in lieu of the performance and payment bonds, an additional 5% for a total of ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. (RCW 39.08.010)

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature, Date_____

Bond No. _____

PERFORMANCE AND PAYMENT BOND

**CITY OF PORT ORCHARD
2026 ROAD THERMOPLASTICS
PUBLIC WORKS PROJECT NO. PW2026-012**

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____,
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled **2026 ROAD THERMOPLASTICS** Project No. **PW2026-012** ("Project"). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal, its heirs, executors, administrators, successors, or assigns:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and
- Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or

- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

By _____
Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT

Corporation, Partnership, or Individual

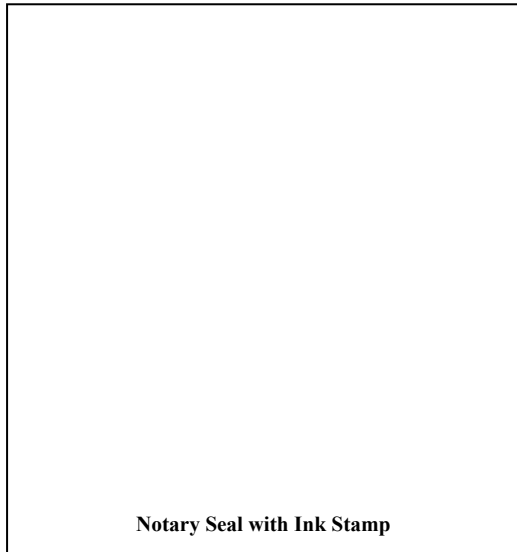
STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- ☐ _____ of _____, the
corporation,
- ☐ _____ of _____, the
partnership,
- ☐ **individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

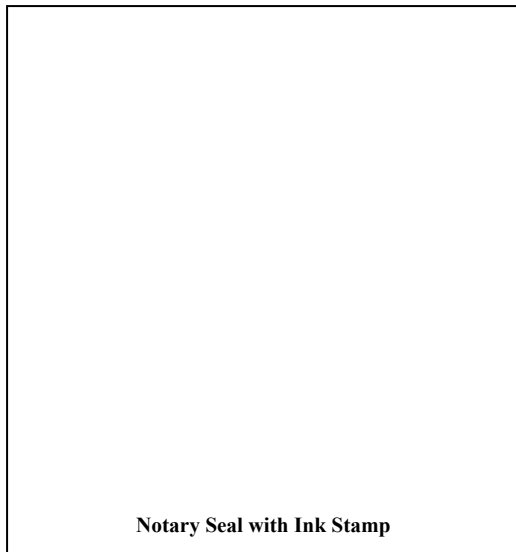
SURETY ACKNOWLEDGEMENT

STATE OF _____)
_____)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Dated: _____

Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing
at: _____

My _____ Commission _____ expires:

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and shall leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without

recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 20__.

SURETY COMPANY

DEVELOPER/OWNER

(Signature must be notarized)

(Signature must be notarized)

By: _____

By: _____

Its _____

Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PORT ORCHARD

By: _____

Date: _____

Its Public Works Director/

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ **Developer/Owner (Form P-1)**

_____ **Surety Company (Form P-2)**

**FORM P-1 / NOTARY BLOCK
(Developer/Owner)**

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK
(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

APPENDIX A

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

**INVITATION TO BID
CITY OF PORT ORCHARD
2026 THERMOPLASTIC APPLICATION
PUBLIC WORKS PROJECT NO. PW2026-012**

Notice is hereby given that bids will be received for the 2026 Thermoplastic Application for the City of Port Orchard. Interested parties should submit their proposals to:

City of Port Orchard Public Works Department
216 Prospect Street
Port Orchard, WA 98366
or email to: bidsandproposals@portorchardwa.gov
RE: ITB – 2026 Thermoplastic Application

Proposals will be received until 2:00 pm on **July 15, 2026**

No proposals time-stamped after the above-stated time and date will be accepted.

Project Details

Site(s): Various locations throughout City limits. Exhibit B is included for reference to Port Orchard city limits and corresponding street usage classifications.

Scope of Work: See Exhibit A. Exhibit A includes a summary of thermoplastic items and quantities, as well as specific street locations, objects, and dimensions. Please fill out the Schedule of Contract Prices pursuant to the requirements set out in this Invitation to Bid, including but not limited to the following specific requirements:

- **Application** shall be Type A Hot Liquid Thermoplastic.
- The price for Thermoplastic **APPLICATION** shall be based upon a cost per arrow, cost per letter for "ONLY" and "YIELD", square feet of crosswalk bars, square feet of stop bars, square feet of 8" dotted line, and square feet of 8" solid line.
- The price for Thermoplastic **GRINDING** shall be based upon a cost per arrow, cost per letter for "ONLY" and "YIELD", square feet of crosswalk bars, square feet of stop bars, square feet of 8" dotted line, and square feet of 8" solid line.
- The Contractor is responsible for all traffic control, if applicable. The corresponding traffic control plan shall be submitted to the Operations Manager for approval. Flaggers must have minimum class 2 apparel with current flagger card certifications.
- Thermoplastic shall not be applied unless the pavement is dry, and the outside ambient and pavement temperature is above 50 degrees Fahrenheit.
- A Spill Prevention, Control, and Countermeasure Plan (SPCC) must be submitted to the city for approval after the contract is awarded and prior to the commencement of work.

Please note that thermoplastic and striping applications follow DOR Rule 171 regarding state sales tax. The Contractor shall include Washington State retail sales tax IN the various unit bid prices.

This project consists of work to be performed no later than **August 30, 2026**. The Contractor shall furnish all materials, equipment, tools, labor, and other items incidental thereto.

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 sites are 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:

- o 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.
- o If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- o Janitorial contracts follow WAC 296-127-023.

The prime contractor bid due date is **2:00 pm July 15 , 2026**.

Except for janitorial contracts, 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: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> . 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.
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 REQUIREMENT:** The successful bidder will furnish insurance as stipulated in "Insurance Requirements" of the project contract attached to this ITB.
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 website. 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 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 or to schedule a walk-thru should be directed to Marc Fournier at mfournier@portorchardwa.gov or call 360.535.2495. 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 Bidder's Qualifications
- Non-collusion Declaration

SCHEDULE OF CONTRACT PRICES

2026 THERMOPLASTIC APPLICATION

NOTE: If a discrepancy between the numerical Total Amount and the written (words) Total Amount is found, the written (words) Total Amount shall control.

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
Base Bid					
1	SPCC Plan	1	LS	\$ 250.00	\$ 250.00
<u>\$ Two hundred fifty dollars and zero cents.</u> (Total Amount in Words)					
2	Temporary Traffic Control	1	LS	\$12,000.00	\$ 12,000.00
<u>\$ Twelve thousand dollars and zero cents.</u> (Total Amount in Words)					
3	Arrow	17	EA	\$ 225.00	\$ 3,825.00
<u>\$ Three thousand eight hundred twenty five dollars and zero cents.</u> (Total Amount in Words)					
4	Traffic Letters- ONLY/YIELD	17	EA	\$ 200.00	\$ 3,400.00
<u>\$ Three thousand four hundred dollars and zero cents.</u> (Total Amount in Words)					
5	Crosswalk Bars	912	SQFT	\$ 10.00	\$ 9,120.00
<u>\$ Nine thousand one hundred twenty dollars and zero cents.</u> (Total Amount in Words)					
6	Stop Bar	194	SQFT	\$ 15.00	\$ 2,910.00
<u>\$ Two thousand nine hundred ten dollars and zero cents.</u> (Total Amount in Words)					
7	Dotted Line 8" White	76	SQFT	\$ 8.50	\$ 646.00
<u>\$ Six hundred forty six dollars and zero cents.</u> (Total Amount in Words)					
8	8" Solid Line White	58	SQFT	\$ 8.50	\$ 493.00
<u>\$ Four hundred ninety three dollars and zero cents.</u> (Total Amount in Words)					
9	Removal/Grinding (arrow)	6	EA	\$ 150.00	\$ 900.00

Item #	Description of Work / Unit Price in Words	Estimated Quantity	Unit	Unit Bid Price	Total Amount
<u>\$ Nine hundred dollars and zero cents.</u> (Total Amount in Words)					
10	Minor Change	5000	LS	\$1	\$ 5,000.00
<u>\$ Five thousand dollars and zero cents.</u> (Total Amount in Words)					

Subtotal	\$ <u>38,544.00</u>
Tax (9.3%)	\$ <u>INCLUDED</u>
Total Bid	\$ <u>38,544.00</u>
Total amount in words: <u>Thirty eight thousand five hundred forty four dollars and zero cents.</u>	

SALES TAX

In accordance with Section 1-07.2(1) and DOR Rule 171, State Sales Tax: Work performed on City, County, or Federally-owned land, the Contractor shall include Washington State retail sales taxes IN the various unit bid prices or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

ACKNOWLEDGEMENTS
CITY OF PORT ORCHARD
2026 THERMOPLASTIC APPLICATION
PUBLIC WORKS PROJECT NO. PW2026-012

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after the 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:

<u>1</u> Addendum No.	<u>7-10-2026</u> Date of Receipt	_____ Addendum No.	_____ Date of Receipt
--------------------------	-------------------------------------	-----------------------	--------------------------

_____ 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.

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
"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: <u>7-14-2026</u>
Printed Name and Title: <u>Tyler Pierce, VP of WA Operations</u>	Location or Place Executed (City, State): <u>Pacific, WA</u>
Business Address: <u>175 Roy Rd SW, Bldg. C, Pacific, WA 98047</u>	Business Telephone: <u>253-299-1200</u>

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.

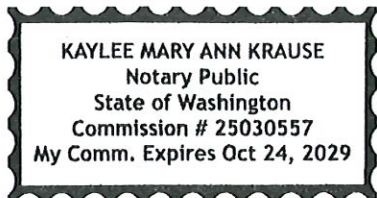
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tyler Pierce signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the VP of WA Operations (title) of Specialized Pavement Marking, LLC (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 14th day of July, 2026.



Kaylee Mary Ann Krause

Notary Public

Kaylee Mary Ann Krause

Printed Name

My Commission Expires: October 24th, 2029

BIDDER'S QUALIFICATION FORM

CITY OF PORT ORCHARD
2026 THERMOPLASTIC APPLICATION

1. Name of Contractor: Specialized Pavement Marking, LLC
Address: 175 Roy Rd SW, Bldg. C, Pacific, WA 98047
2. Telephone No. (253) 299-1200 Fax No.: (253) 299-1250
Email Address: Tyler.Pierce@SPMNW.com
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.:
002.815-01
4. Washington State Dept. of Licensing Contractor's Registration No. SPECIPM781B9
Expiration Date: 11/19/2027
5. Washington State Uniform Business Identifier No. 602-001-003
(Must have UBI number before the contract is awarded.)
6. Does the Contractor have a City of Port Orchard Business License Yes: ☒ No: ☐
(A City of Port Orchard Business license is required prior to commencing work pursuant to a written Notice to Proceed)
7. Number of years engaged in contracting business under above name: 29 Years
8. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? Yes.
9. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? (Provide Number) Yes - 002.815-01
10. Does the contractor have an employment security department number as required in Title 50 RCW? (Provide Number): Yes - 135712-01-2
11. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (Provide Number): Yes - 602-001-003
12. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? No.
13. 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) Contract is exempt.
14. 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.
15. 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.

16. Particular types of construction performed by your company:

Pavement markings and related activities.

17. Gross amount of contracts now on hand: \$121M

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

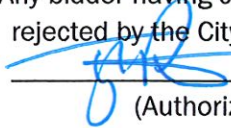
Amount	Type	Owner's Name	Phone
<u>\$550K</u>	<u>Pavement Markings</u>	<u>Jefferson County</u>	<u>360-385-9353</u>
<u>\$361K</u>	<u>Pavement Markings</u>	<u>City of Everett</u>	<u>425-257-8887</u>
<u>\$291K</u>	<u>Pavement Markings</u>	<u>City of Kent</u>	<u>253-856-5547</u>
<u>**More project references can be provided upon request**</u>			

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

Name	Title	Years of Construction Experience	Availability
<u>Tyler Pierce</u>	<u>VP of WA Operations</u>	<u>24</u>	<u>Anytime</u>
<u>Troy Benedict</u>	<u>Project Manager</u>	<u>34</u>	<u>Anytime</u>
<u>Kai Revius</u>	<u>Estimator</u>	<u>15</u>	<u>Anytime</u>

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:  Tyler Pierce
(Authorized Signature)

Title: VP of WA Operations

Date: 7-14-2026

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:  Tyler Pierce
(Authorized Signature)

Title: VP of WA Operations

**2026
THERMOPLASTIC APPLICATIONS**

Summary

ITEM	QUANTITY	BID ITEM
Arrow	17 EA	15 EA
Traffic Letters- ONLY/YIELD	17 EA	17 EA
Crosswalk Bars	52 EA	912 SQFT
Stop Bar	97 LF	194 SQFT
Roundabout Circle	NONE	NONE
Dotted Line – 8" White	114 LF	76 SQFT
Yield Line	NONE	NONE
Solid Line – 8" White	86 LF	58 SQFT
Solid Line- Yellow	NONE	NONE
Removal/Grinding	6	Arrows

Specific Locations

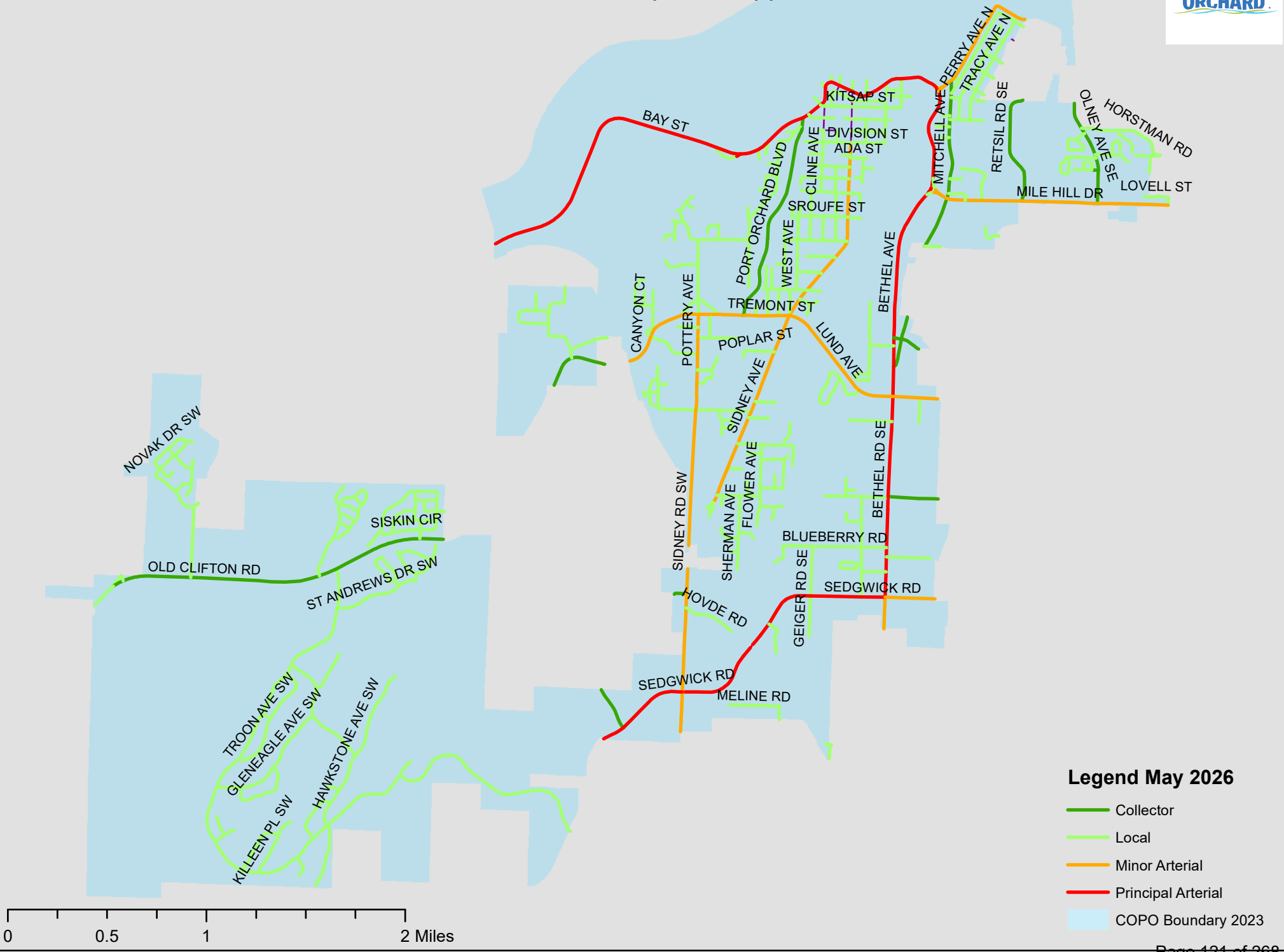
	STREET	INTERSECTION	OBJECT	DIMENSION
	Lloyd Pkwy	Old Clifton Rd	Stop Bar	2' x 10'
	Anderson Hill Rd	Old Clifton Rd	Stop Bar	2' x 16'
	Old Clifton Rd	McCormick Village Dr	Dotted Line (9)	8" x 2'
	Old Clifton Rd	McCormick Village Dr	Crosswalk Bars (5)	2' x 8'
	Tremont St W	Canyon Ct/S Kitsap Blvd	Arrows (3)	
	Tremont St W	Canyon Ct/S Kitsap Blvd	Crosswalk Bars (9)	2' x 8'
	Tremont St W	Pottery Ave	Solid Line (W)	8" x 86'
	Tremont St W	Pottery Ave	Letters (17)	
	Tremont St W	Pottery Ave	Dotted Line (23)	8" x 3'
	Tremont St W	Port Orchard Blvd	Arrows (2)	
	Tremont St	Sidney Ave	Crosswalk Bars (6)	2' x 8'
	Cathie	Lund Ave	Arrows (3)	
	S Kitsap Blvd	76 Gas Station	Arrows (2)	
	S Kitsap Blvd	Pottery Ave	Crosswalk Bars (5)	2' x 8'
	Melcher St W	Pottery Ave	Stop Bar	2' x 12'
	Pottery Ave	Melcher St W	Stop Bar	2' x 11'
	Pottery Ave	Lippert St W	Crosswalk Bar (1)	2' x 8'
	Jones Dr	Sidney Ave	Stop Bar	2' x 15'
	Sidney Ave	Sroufe St	Crosswalk Bar (1)	2' x 8'
	Sidney Ave	Bay St	Arrows (2)	
	Sidney Rd SW	Sedgwick Rd	Arrows (3)	
	Sidney Rd SW	Sedgwick Rd	Crosswalk Bars (3)	2' x 10'
	Sedgwick Rd	Sidney Rd SW	Dotted Lines (9)	8" x 3'
	Sedgwick Rd	Sidney Rd SW	Crosswalk Bars (5)	2' x 10'
	Sedgwick Rd	Lowe's	Crosswalk Bars (5)	2' x 8'
	Sherman Ave	Melcher St W	Crosswalk Bars (2)	2' x 8'
	SE Salmonberry Rd	Bethel Rd SE	Stop Bar	2' x 18'
	Mitchell Ave	Dekalb ST	Crosswalk Bars (3)	2' x 8'
	Dekalb St	Mitchell Ave	Crosswalk Bars (2)	2' x 8'

Specific Locations (cont.)

[illegible]

Grinding:

- Cathie Rd – 3 Arrows
- Sidney Rd SW – 3 Arrows



Legend May 2026

- Collector
- Local
- Minor Arterial
- Principal Arterial
- COPO Boundary 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A SMALL WORKS CONTRACT WITH SPECIALIZED PAVEMENT MARKING, LLC FOR THE 2026 THERMOPLASTIC APPLICATION PROJECT AND DOCUMENTING THE SMALL PUBLIC WORKS PROCUREMENT PROCEDURES.

WHEREAS, the City updates thermoplastic applications throughout the City on an annual basis; and

WHEREAS, the City is a member of the Municipal Research and Services Center of Washington (MRSC) Small Public Works Roster program, and MRSC solicits on behalf of participating local government agencies, including the City, within Washington State for the MRSC Small Works Roster; and

WHEREAS, on June 24, 2026, pursuant to RCW 39.04.155 and the City's Procurement Policies, adopted as Resolution No. 073-23, the City's Public Works Department established a roster of qualified contractors from the 2026 MRSC Small Works Roster, for the Main Category – Channelization, and Sub-Category – Striping, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, on June 24, 2026, the City's Public Works Department issued an Invitation to Bid for the Project to all qualified contractors on the selected roster; and

WHEREAS, one (1) bid was received before the July 15, 2026, 2:00 p.m. deadline, and staff determined that Specialized Pavement Marking, LLC submitted the apparent lowest, qualified bid for the Project; and

WHEREAS, the Public Works Department reviewed all materials and verified that the bidding requirements for this public work were followed. On July 15, 2026, Public Works Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that the Specialized Pavement Marking, LLC bid was the lowest, responsible, qualified, and responsive bid in the amount of \$38,544 (tax included); and

WHEREAS, the Port Orchard City Council, consistent with prior recommendations 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 authorizes the Mayor to execute a contract, in a form acceptable to the City Attorney, with Specialized Pavement Marking, LLC for the 2026 Thermoplastic Application Project, in the amount of \$38,544.00 (applicable tax included).

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 28th day of July, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC



City of Port Orchard

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

Agenda Staff Report

Consent Agenda: 4.F. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace)

Meeting Date: July 28, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Assets of the City that are no longer usable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus a 2008 King boat trailer VIN# 4XBB536366A02693 as surplus, as it is no longer useful to the City. The trailer was found to require significant repairs and is more fiscally prudent to surplus than repair.

Pursuant to RCW 35.94.040(2) this item was not acquired for public utility purposes, therefore a public hearing is not required.

Any monies from the sale of surplus property will be deposited into the Fund(s) which owned them. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest.

Staff will dispose of the items in a manner that reflects the best interest of the City and consistent with POMC 1.30.020(4).

Relationship to Comprehensive Plan: N/A

Recommendation: Staff is recommending adoption of a resolution declaring personal property as surplus and allowing for its disposition.

Motion for Consideration: I move to adopt a resolution declaring personal property, 2008 King boat trailer, as surplus and authorizing its disposition.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Money received from the disposition of surplus items will be deposited into the Fund(s) of ownership.

Alternatives: Do not adopt and provide further guidance.

Attachments:

1. ADM - Memorandum - Surplus boat trailer
2. Res_Declaring_Surplus



PORT ORCHARD POLICE DEPARTMENT

SERVICE • HONOR • INTEGRITY

MEMORANDUM

TO: Gretchen Isaksson, ER&R Program Manager
FROM: Alan Iwashita, Deputy Chief
SUBJECT: ER&R — Surplus Vehicle Release
DATE: July 22, 2026

BACKGROUND:

The Port Orchard Police Department (POPD) currently operates Marine 7, a law enforcement-specific patrol boat. The boat is associated with a 2008 King trailer that was used to transport the vessel for servicing. Upon inspection, the 2008 King trailer was found to require significant repairs due to age, infrequent use, and weathering. Repairs were estimated to be several thousand dollars.

POPD recently entered a maintenance contract with SAFE Boats for the service of Marine 7. SAFE Boats can provide trailer service when needed at a nominal cost, which was found to be more fiscally prudent than repairing the King trailer or purchasing a replacement. Based on these factors, it was decided to surplus the trailer.

RECOMMENDATION:

Staff recommends the surplus of the 2008 King trailer.

1. ER&R #1001 – 2008, King boat trailer
VIN# 4XBB536366A02693
Lic# 45477D

RESOLUTION NO. ____-26

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION THEREOF.

WHEREAS, certain personal property owned by the Police department of the City has become surplus to the needs of the City; and

WHEREAS, the City Council desires to surplus a 2008 King boat trailer, in the best interest of the City as they are no longer useful. The trailer was found to require significant repairs and is more fiscally prudent to surplus than repair; and

WHEREAS, the City Council direct that any monies from the sale of surplus property will be deposited into the Fund(s) which owned them; and

WHEREAS, pursuant to RCW 35.94.040(2) this item was not acquired for public utility purposes, therefore a public hearing is not required; and

WHEREAS, the City Council has, pursuant to the requirements of POMC 1.30.020 (2), considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; now, therefore,

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

THAT: City Council desires to dispose of a 2008 King boat trailer, VIN# 4XBB536366A02693, as surplus.

FURHTER THAT: Staff is instructed to dispose the items in a manner that reflects the best interest of the City and consistent with POMC 1.30.020(4).

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 this 28th day of July 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



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

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

City Council Minutes Work Study Session of Tuesday, June 16, 2026

Roll Call was taken by the City Clerk as follows:

Present: Councilmember Position No. 4 Eric Worden
 Councilmember Position No. 5 Heidi Fenton
 Councilmember Position No. 2 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

Mayor Putaansuu called the meeting to order at 6:34 PM.

Staff Present: Public Works Director Ryan, HR Director Lund, Chief of Police Brown, City Clerk Wallace, Communication Specialist Hansen, and Deputy City Clerk Floyd.

Audio/Visual was successful.

Staff present via Zoom: Community Development Director Bond

1. Call to Order

A. Pledge of Allegiance

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

2. Executive Session

At 6:35 p.m., Mayor Putaansuu recessed the meeting for a 30-minute executive session pursuant to RCW 42.30.110(1)(i) regarding legal risks of a proposed action or current practice when public discussion would have adverse legal or financial consequences for the agency. Mayor Pro-tem Morrissey, Councilmember Diener, Councilmember Dedman, Councilmember Rosapepe, Councilmember Trenary, Councilmember Worden, City Attorney Archer, HR Director Lund, and Police Chief Brown attended. Councilmember Fenton joined the Executive Session after its commencement as noted in these minutes. City Attorney Archer noted action may follow associated with the executive session and the open session will resume at 7:05 pm.

At approximately 6:55 p.m., Director Lund and Police Chief Brown exited the Executive Session.

At approximately 7:01 p.m., Councilmember Dedman exited the Executive Session and left the meeting.

At 7:05 p.m., Mayor Pro-tem Morrissey announced the extension of the Executive Session for an additional 30-minutes, and Mayor Putaansuu relayed the extension to the open meeting. The new time to resume the meeting was announced as 7:35 p.m.

At 7:18 p.m., Councilmember Fenton joined the Executive Session.

At 7:35 p.m., Mayor Pro-tem Morrissey announced the extension of the Executive Session for an additional 10-minutes, and Mayor Putaansuu relayed the extension to the open meeting. The new time to resume the meeting was announced as 7:45 p.m.

At 7:45 p.m., Mayor Pro-tem Morrissey announced the extension of the Executive Session for an additional 10-minutes, and Mayor Putaansuu relayed the extension to the open meeting. The new time to resume the meeting was announced as 7:55 p.m.

At 7:49 p.m., Ms. Fenton exited the executive session and left the meeting.

At 7:55 p.m., Mayor Putaansuu reconvened the meeting back into session.

3. Discussion Items

A. Fundraising Consultant Contract

Brad Thomas with Northwest Philanthropic Partners provided a presentation on fundraising for the Community Events Center.

Council direction: No direction was given.

B. Special Events

Discussion was not held.

C. Townhall Recap

Discussion was not held.

D. Public Restrooms

Discussion held if the downtown public restrooms should be open in the evenings and weekends, not just during special events. The bathrooms are maintained by the Port of Bremerton.

Council direction: Short-term: Look into a partnership with the Port of Bremerton to possibly extend the timeframe of when the bathrooms are open; and for long-term,

consider as part of the City's parks plan and potential parks levy.

4. Additional Action

On a motion by John Morrissey, seconded by Scott Diener, to amend the agenda by adding 3 Business Items to the Agenda, the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Absent-Shirah Dedman, Voting No-None. The motion Passed (5-0).

A. Approval of Special Event Street Closure: 57th Fathoms O' Fun Annual Grand Parade with Great Ball Race

On a motion by John Morrissey, seconded by Jay Rosapepe, to Approve the special event street closure for the 57th Fathoms o' Fun annual Grand Parade with Great Ball Race, the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Absent-Shirah Dedman, Voting No-None. The motion Passed (5-0).

B. Approval of Amendment No. 1 to Interlocal Agreement C090-14 for Water Supply with the City of Bremerton

On a motion by John Morrissey, seconded by Jay Rosapepe, to Approve Amendment No. 1 to Contract 090-14 for Water Supply with the City of Bremerton, the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Absent-Shirah Dedman, Voting No-None. The motion Passed (5-0).

C. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with Northwest Philanthropic for Fundraising Consultant Services

On a motion by John Morrissey, seconded by Mark Trenary, to Execute a contract not to exceed \$70,000 with Northwest Philanthropic Consultant Services, the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Absent-Shirah Dedman, Voting No-None. The motion Passed (5-0).

5. Good of the Order

Good of the Order not held.

6. Adjournment

The meeting adjourned at 9:00pm. No other action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



Meeting Location:
216 Prospect Street
Port Orchard, WA 98366

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

City Council Minutes Special Meeting of Thursday, June 18, 2026

Roll Call was taken by the Clerk as follows:

Present: Councilmember Position No. 4 Eric Worden
Councilmember Position No. 2 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

Absent: Mayor Rob Putaansuu

Staff Present: HR Director Lund, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

Audio/Visual was successful.

Staff present via Zoom: Councilmember Worden

1. Call to Order

Mayor Pro-tem Morrissey called the meeting to order at 5:00 p.m.

A. Pledge of Allegiance

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

2. Executive Session

Executive Session not held.

3. Action Item

A. Discussion and possible action on a public statement regarding the resignation of former Councilmember Fenton, and providing direction on the process to fill the vacancy.

At 5:02 p.m., due to disturbance in the Council Chambers, pursuant to RCW 42.30.050, Mayor Pro tem Morrissey adjourned the meeting to reconvene via Zoom. The chambers

were cleared. The Councilmembers in attendance rejoined the meeting via Zoom. Members of the public were able to hear and view the meeting via Zoom using the link on the published agenda. The Council Chambers were reopened and members of the public were able to enter.

Mayor Pro-tem reconvened the meeting at 5:20 p.m.

On a motion by John Morrissey, seconded by Mark Trenary, to waive confidentiality from the executive session held on Tuesday (June 16, 2026), the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener, Shirah Dedman; Voting No-None. The motion Passed (6-0).

On a motion by John Morrissey, seconded by Eric Worden, to adopt a public statement by Council, the recorded vote occurred as follows: Voting Yes-Eric Worden, John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Voting No-Shirah Dedman. The motion Passed (5-1).

Councilmember Worden left the meeting at 5:35 p.m.

On a motion by John Morrissey, seconded by Mark Trenary, to direct the City Clerk to make that post (in the official newspaper soliciting for resumes and supplemental questionnaires for City Council vacancy), as of this coming Monday the 22nd for applications to be received back no later than July 10th, the recorded vote occurred as follows: Voting Yes-John Morrissey, Jay Rosapepe, Mark Trenary, Scott Diener; Absent-Eric Worden; Voting No-Shirah Dedman. The motion Passed (4-1).

4. Adjournment

The meeting adjourned at 5:43 p.m. No other action was taken.

Brandy Wallace, MMC, City Clerk

John Morrissey, Mayor Pro-tem



City of Port Orchard

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

Agenda Staff Report

Business Items: 7.A. Adoption of a Resolution Authorizing the Mayor to Execute a Public Works Board Loan Agreement for the Old Clifton Intertie Design. (Ryan)
Meeting Date: July 28, 2026
Presenter: Denis Ryan, Public Works Director

Summary and Background:

The Old Clifton Road Water System Intertie Project is a multi-year infrastructure effort intended to strengthen water system reliability and reduce dependence on neighboring purveyors. In 2025, the City conducted a competitive Request for Qualifications process and selected Consor North America, Inc. to design the project. Initial design work advanced the project to approximately 60 percent completion.

To complete final permitting and produce 100 percent bid-ready plans and specifications, the City and Consor's executed Amendment No. 1 to the underlying contract in 2026. The Washington State Public Works Board has awarded the City a \$650,000 loan (Agreement No. PR26-96410-027) to support this final design phase. The loan carries a five-year term at 1.06 percent interest and was approved by PWB on May 15, 2026, which also serves as the earliest date for cost reimbursement.

Adopting this resolution will authorize the Mayor to execute the Public Works Board funding agreement, allow the City to move the Old Clifton Intertie Project into final design and permitting and reduce the amount of City funds needed for subsequent phases of the project.

Relationship to Comprehensive Plan: 7 - Utilities

Recommendation: Staff recommends that the City Council adopt a resolution authorizing the Mayor to execute the Public Works Board loan agreement for the Old Clifton Road Water System Intertie Project.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute the Washington State Public Works Board loan agreement and accept \$650,000 in funding for the Old Clifton Road Water System Intertie Project.

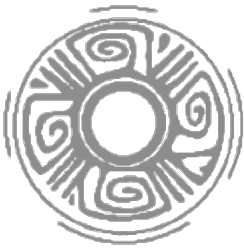
Has item been presented to Committee/Work Study? No
If so, which one:

Fiscal Impact: The City will receive \$650,000 in Public Works Board loan funding at 1.06 percent interest over 5 years. This loan supports pre-construction activities and reduces the amount of City funds needed for subsequent phases of the project.

Alternatives: Do not approve and provide further direction.

Attachments:

1. PortOrchardCity_AwardLetter_PR26-96410-027
2. Pre-Construction Funding Agreement
3. RESOLUTION - Old Clifton



Washington State Public Works Board

Post Office Box 42525
Olympia, Washington 98504-2525

June 17, 2026

Robert Putaansuu
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Dear Mayor Robert Putaansuu,

Thank you for submitting a Public Works Board Pre-Construction funding application for consideration by the Public Works Board (Board). Congratulations, your Old Clifton Road Water System Intertie project has been selected for an award of \$650,000 in loan funding and \$0 in grant funding. Our office has completed the underwriting for this project, and the interest rate is 1.06% with a loan term of 5 years.

The Board approved your pre-construction application at their May 15, 2026 board meeting. The approval date is the award date. Any eligible costs incurred from this date forward are reimbursable.

The Governor's Executive Order 21-02 requires projects funded through appropriations in the State's Capital Budget to be reviewed prior to any ground-disturbing activities and the expenditure of any state funds for construction, demolition, or acquisition.

Your contract will be emailed to you for signature using DocuSign once your scope of work and milestones are approved. Applicants must fully execute contracts within six months of receipt.

Once again, thank you for applying to the Public Works Board. Please contact your Project Manager, Izabela Kocan by email at izabela.kocan@commerce.wa.gov if you have any questions.

Sincerely,

Max Wedding | Interim Programs Director & Operations Manager | (360) 764-0392

AGREEMENT FACE SHEET

Agreement Number: PR26-96410-027

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Port Orchard 216 Prospect Street Port Orchard, WA 98366		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Denis Ryan, dryan@portorchardwa.gov		4. Public Works Board Representative Izabela Kocan, Izabela.kocan@commerce.wa.gov	
5. Agreement Amount \$650,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2031
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
CFDA Number N/A		10. Tax ID # N/A	
11. SWV # 0025665-00		12. UBI # 182-000-005	
13. UEI # N/A		14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.	
15. Acceptance of Agreement Terms and Conditions The Washington State Public Works Board (BOARD), and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR _____ Signature Robert Putaansuu _____ Print Name Mayor _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Vincent McGowan, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File Dawn C. Cortez Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Port Orchard
 Agreement Number: PR26-96410-027

PROJECT INFORMATION

Project Title: Old Clifton Road Water System Intertie
 Project City: Port Orchard
 Project State: Washington
 Project Zip Code: 98367

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$650,000
 Loan Term: 5 years
 Interest Rate: 1.06%
 Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$0
 % of Funding as Grant: 0%

PROJECT TOTALS:

Total PWB Funding: \$650,000
 Total Estimated Cost: \$650,000
 Earliest Date for Cost Reimbursement: 5/15/2026
 Time of Performance: 24 months from Execution Date of this Agreement to Project Completion

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will design a water system intertie between the City's water system and the McCormick Woods water system. This project will take the final design and permitting phase of the project from 61% to 100% including all necessary work to complete these deliverables and have a bid ready project.

The project must meet all applicable Local, State, and/or Federal standards.

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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

SECTION 1: SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Pre-construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Pre-construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the **SCOPE OF WORK** described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board pre-construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal, state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.9 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.10 Time of Performance

No later than twenty-four (24) months after the date of Agreement execution the Contractor must reach project completion of the **SCOPE OF WORK**.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.11 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2 Allowable Costs.

1.12 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers ("A-19s" or "A19's") and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with the following laws and regulations:

- RCW 27.44 regarding Indian Graves and Records
- RCW 27.53 regarding Archaeological Sites and Resources
- RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves
- WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.14 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.15 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.16 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion as described in Section 1.17;
- D. Other reports as the BOARD may require.

1.17 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.6 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.7 ATTORNEYS' FEES

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

immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

2.11 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 COPYRIGHT PROVISIONS

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

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

2.13 DISALLOWED COSTS

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

2.14 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- provide a copy of all relevant documents or other evidence to be considered;
- state the Contractor's name, address, and Agreement number; and

Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

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

2.21 LAWS

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

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 2.14 Disputes.

2.26 PAY EQUITY

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

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.35 LOSS OF FUNDING

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

2.36 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.37 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

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

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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

Certificate Of Completion

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Local Government

Program: CIA/PWB

ContractNumber: PR26-96410-027

DocumentType: Contract

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Erin LaLonde

erin.lalonde@commerce.wa.gov

Local Government Budget Manager

Security Level: Email, Account Authentication
(None), Login with SSO

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Signed: 7/13/2026 12:08:50 PM

Charlotte A. Archer

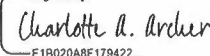
carcher@insleebest.com

Charlotte Archer

Bellevue, WA

Security Level: Email, Account Authentication
(None)

Signed by:


F1B020ABF179422

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ID: f3490fe5-44ae-43f1-af7b-34fa647b7c7e

Robert Putaansuu

rputaansuu@portorchardwa.gov

Mayor

City of Port Orchard

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Vincent McGowan

Vince.McGowan@cityoflacey.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE WASHINGTON STATE
PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING AGREEMENT NO.
PR26-96410-027 FOR THE OLD CLIFTON ROAD WATER SYSTEM INTERTIE
PROJECT.**

WHEREAS, the City of Port Orchard is undertaking the Old Clifton Road Water System Intertie Project to improve water system reliability and strengthen intertie capacity with the McCormick Woods water system; and

WHEREAS, the City previously procured architectural and engineering services for this project through a Request for Qualifications process, selecting Consor North America, Inc. to complete design work for the intertie project following staff review and interviews, as documented in Resolution No. 056-25; and

WHEREAS, the project design has progressed through the 60 percent stage, and additional work is required to complete final design, permitting, Department of Health reporting, and preparation of bid-ready documents, as outlined in Amendment No. 1 to Contract C083-25, which was previously approved by the City Council; and

WHEREAS, the Washington State Public Works Board has awarded the City a \$650,000 loan under Agreement No. PR26-96410-027, with a five-year term and interest rate of 1.06 percent, to support completion of the project's remaining pre-construction activities;

WHEREAS, the Public Works Board approved the City's application on May 15, 2026, which also serves as the earliest date for cost reimbursement under the agreement;

WHEREAS, the City's adopted Procurement Policies require City Council authorization before executing the Public Works Board funding agreement; 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 approves and authorizes the Mayor to execute the Washington State Public Works Board Pre-Construction Funding Agreement No. PR26-96410-027 for the Old Clifton Road Water System Intertie Project, in a form approved by the City Attorney.

THAT: The Mayor and City staff are authorized to take all necessary steps to implement the agreement.

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 this 28TH day of July, 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard

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

Agenda Staff Report

Business Items: 7.B. Adoption of a Resolution Authorizing the Mayor to Execute an Interlocal Agreement with Kitsap County for Emergency Fueling (Ryan).

Meeting Date: July 28, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The Kitsap County Department of Emergency Management (DEM) maintains a county-wide Critical Facility Generator Refueling Plan to ensure essential facilities can remain operational during declared emergencies that result in prolonged electrical outages. The plan utilizes Kitsap Transit fuel trucks to provide emergency diesel fuel delivery to generators serving critical life-safety facilities.

The Interlocal Agreement (ILA) between Kitsap County and Kitsap Transit establishes the framework under which Kitsap Transit may support emergency refueling needs during a declared county-wide emergency. Under the Agreement, DEM identifies and registers facilities meeting “critical facility” criteria, coordinates fuel logistics, and manages fuel requests. Kitsap Transit provides fuel trucks, delivers diesel fuel when available, and invoices requesting registered agencies accordingly. The City requested to be added to the Interlocal Agreement between Kitsap County and Kitsap Transit in order to ensure adequate fuel for City-owned and operated generators. All agencies are amenable to adding the City via an addendum to the ILA.

The Addendum will allow the City, under the terms of the underlying ILA, includes basic procedures for activating refueling, outlines the roles of DEM and fuel providers, and lists the requirements for facilities to participate. It also includes the forms used during emergencies, such as promissory notes and refueling logs.

Adopting this Resolution allows the Mayor to enter into the Addendum to the Interlocal Agreement, enabling Port Orchard to use DEM’s emergency refueling program for City facilities when needed.

Relationship to Comprehensive Plan: N/A

Recommendation:

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

Interlocal Agreement with Kitsap County DEM and Kitsap Transit for Emergency Fueling Support.

Motion for Consideration:

I move to adopt a Resolution authorizing the Mayor to execute the Interlocal Agreement with Kitsap County Department of Emergency Management and Kitsap Transit for Emergency Fueling Support.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

Fuel delivered during emergency operations is billed directly to the City at the provider's per-gallon fuel cost plus applicable taxes and delivery-related costs. Reimbursement may be available if the event becomes a Federally Declared Disaster.

Alternatives:

Do not approve and provide alternative direction.

Attachments:

1. kitsap-county-dem-emergency-fueling-ila_2016
2. Addendum - City of Port Orchard Emergency Fueling
3. RESOLUTION - EMERGENCY FUELING

INTERLOCAL AGREEMENT FOR EMERGENCY FUELING

Between

Kitsap Transit and Kitsap County

Concerning

Use of Kitsap Transit Fuel Trucks to Provide Fuel to Critical Facilities

During a County-wide Declared Emergency

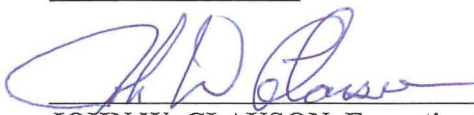
1. **PURPOSE**: During emergencies particularly those resulting in prolonged electrical outages in Kitsap County, the Kitsap County Department of Emergency Management (DEM) in cooperation with Kitsap Transit, will identify Critical Facilities as defined in Exhibit A for the purpose of providing fuel necessary to maintain essential alternate power to Registered Agencies that operate such Critical Facilities. For purposes of this Agreement, a Registered Agency is an Agency that provides essential services to protect, maintain and support the health, safety and welfare of persons and property in Kitsap County and Agency that registers with DEM pursuant to Paragraph 3 below.
2. **AIM**: To provide refueling of Critical Facilities as outlined in Exhibit A operated by Registered Agencies through the use of Kitsap Transit fuel trucks.
3. **RELATIONSHIP**: During county-wide emergencies that involve prolonged power outages of Critical Facilities, it may be necessary to keep Critical Facility generators operating using a dedicated fuel source. Kitsap County DEM will (i) manage a program to identify and register Agencies that operate and maintain Critical Facilities in Kitsap County; and (ii) work with Kitsap Transit to manage refueling of Critical Facility generators operated by Registered Agencies.
4. **AGREEMENT**: Kitsap County and Kitsap Transit both desire to provide emergency refueling services to Critical Facilities operated by Registered Agencies that provide essential services in Kitsap County. It is therefore mutually agreed as follows:
 - a. Kitsap County DEM will activate the Emergency Operations Center for emergencies and during a declared emergency (i) coordinate refueling services for Critical Facilities operated by Registered Agencies; and (ii) manage and coordinate services provided by fuel purveyors.

- b. Kitsap County DEM will ensure all Registered Agencies have agreed to the Program requirements, the method of purchasing diesel fuel from Kitsap Transit and the payment thereof.
 - c. As and when available, Kitsap Transit will provide one or more fuel trucks to support the refueling of Critical Facility generators operated by Registered Agencies during prolonged electrical outages.
 - d. Kitsap Transit will provide diesel fuel when available with a maximum amount available based on truck size and availability of fuel.
 - e. Kitsap Transit will (i) require signature and delivery of a promissory note or purchase order in a form acceptable to Kitsap Transit from each requesting Registered Agency and (ii) follow up with an invoice requiring payment within thirty (30) days of the billing date. The rate charged for the fuel will be the most recent per-gallon rate Kitsap Transit paid for the fuel, plus all applicable taxes, and costs associated with Kitsap Transit's delivery and fueling operations.
 - f. Kitsap Transit agrees to take all necessary safety precautions during the transport and delivery of fuels and work with the Kitsap County Emergency Operations Center in defining safe and appropriate routes and schedules of fuel deliveries.
 - g. Kitsap County agrees to reimburse Kitsap Transit for any costs associated with refueling operations in the event an Agency fails to timely pay for fuel received.
 - h. To the extent not otherwise addressed in Chapter 38.52 RCW, Kitsap County and Kitsap Transit each agree to defend, protect, hold harmless and indemnify each other from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractors while performing under this Agreement. The parties have specifically negotiated to provide that each party defend, hold harmless, and indemnify the other parties for all claims, damages, and losses, including attorneys fees, arising from any claim of an individual party's employees for injuries covered by Title 51 RCW, and for which that party would could not be held directly liable.
5. DURATION OF AGREEMENT – TERMINATION: This agreement shall remain in force until cancelled by either party in writing and shall be reviewed annually.
6. SCOPE OF USE: The refueling service shall be used for the purposes enumerated under Section 3 and 4 of this agreement.

7. EFFECTIVE DATE: This Agreement shall be effective and operative upon the recording hereof or upon each party's compliance with the alternative listing/posting requirements of RCW 39.34.040.
8. RECORDING: Following execution of this Agreement by Kitsap Transit and Kitsap County, Kitsap County shall record the original with the Kitsap County Auditor and provide a conformed copy to Kitsap Transit.

IN WITNESS THEREOF, Kitsap Transit and Kitsap County have executed this Agreement by its authorized Officers or Commissioners on the dates set forth below.

KITSAP TRANSIT


JOHN W. CLAUSON, Executive Director

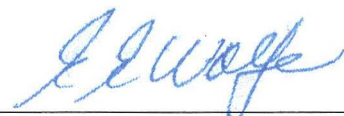
Dated: 1/6/2016

Approved:


RONALD C. TEMPLETON, General Counsel

Dated: January 5, 2016

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON


EDWARD E. WOLFE, Chair

Dated: 1-25-16

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner

Dated: _____


ROBERT GELDER, Commissioner

Dated: 1-25-16

ATTEST:


Dana Daniels, Clerk of the Board





KITSAP COUNTY CRITICAL FACILITY GENERATOR REFUELING PLAN EOP 7.5 NOVEMBER 2015

APPENDICES

- A. Refueling Procedures during EOC Activation
- B. Program Forms
- C. Current List of Eligible Clients
- D. Client Guide

ADDENDUMS

- (1) Interlocal Agreement Kitsap County and Kitsap Transit December 2015

PURPOSE

To guide Emergency Management and the Emergency Operations Center (EOC) staff in refueling generators that have been identified as supplying power to a critical facility or critical function during a declared emergency (earthquake, winter storm, etc.) that disrupts fuel supply to these generators and creates a life-safety issue.

During emergencies particularly those resulting in prolong electrical outages in Kitsap, KCDEM in cooperation with fuel purveyors, will identify critical facilities as defined in this document for the purpose of maintaining essential alternate power and fuel consumption. To this end, life safety is paramount and those organizations listed in this document provide essential services to support life safety efforts in Kitsap.

CONCEPT OF OPERATIONS

A designated purveyor of fuel, hired by the County, will refuel generators to all identified critical facilities/functions (see Appendix C) to maintain a 24-hour operation during a declared emergency in the event that normal fuel purveyors cannot refuel the generator.

Each Agency/Department provided with fuel will pay their per gallon cost of the fuel as outlined in this plan to the fuel provider unless billed as a disaster cost by Emergency Management. In most cases, a Presidential Disaster Declaration may not be warranted, for example a Winterstorm with extended power outages, and as such the fuel purveyor will be reimbursed for services rendered.

Interlocal agreements in place with fuel providers before the emergency will define immediate capabilities and availability of fuel. In the event certain fuels are not under

contract, Kitsap DEM working with local providers, and under a Kitsap County Declared Emergency, will establish a local contract to support critical fuel needs.

ROLES AND RESPONSIBILITIES

a. Emergency Management

- Develop and maintain this refueling plan and contractual agreements with fuel purveyors
- Develops and maintains a list of agencies/departments in the community that have generators which provide power to a critical facility/function during declared emergencies.
- Follow the Procedure outlined in Appendix A.
- In the event of an emergency develop a refueling schedule based on criteria established in the appendices.
- Work with fuel providers to support safe transportation routes during emergencies.

b. Fuel Purveyor

- Provides fuel for generators identified in the refueling plan, as directed by Emergency Management or the Kitsap Emergency Operations Center Manager.
- Follow the procedure outlined in Appendix A.
- Use all safety measures for transporting and delivering fuels during emergencies. Work with the County EOC for determining safe transportation routes.

It is the decision of the fuel provider to determine availability based on other business needs and not to be on standby strictly for emergency services.

c. Critical Agency/Department

- Maintains generator(s) in working order. Keeps fuel tanks filled and ready to go for any hazard.
- Take all safety precautions during refueling operations and have a qualified individual standing by when fuel is delivered.

- Meet the eligibility criteria listed below and applied for and approved to receive fuel as part of this plan. Have a signed "Promissory Note" on file with Kitsap DEM.
- Based on the Promissory Note on file, pay for any fuel provided during the designated emergency.

ELIGIBLE CRITICAL FACILITY

In an emergency, it is expected that most critical facilities will have a standby contract with local fuel vendors to keep their generators in operation. During periods of extended power outages, the demand for fuel by businesses, facilities, and homeowners may be significant and the need to identify critical facilities for purpose of life safety measures is warranted.

As part of this plan, critical life safety facilities are those that:

- Provide life safety response during emergencies
- Provide essential care of vulnerable citizens
- House vulnerable populations that during emergencies the loss of power and generator may require a complex and arduous facility evacuation
- Facilities designated by Kitsap DEM as severe, warming or emergencies shelters

Those facilities that meet the above criteria should not make this their primary option for obtaining fuel during periods of power outages. The best plan is to have a local supplier or means to maintain your generator on your own.

Additionally, DEM may not be able to provide all types of generator fuels. For example, propane or other gases for which a contract is not in place.

During significant emergencies, the DEM Director has the authority to extend services to other facilities on a case-by-case basis.

Activation and Plan Activities

This plan will be activated by the Department of Emergency Management Staff or Disaster Manager after the activation of the Kitsap County Emergency Operations Center (EOC). A Kitsap County Emergency Declaration is not required for use of the plan.

Once activated, the plan will be managed by the Logistics Section Chief or as part of ESF-7: Logistics Management and Resource Support. The plan will close when services have been restored and documentation of services complete.

The County EOC Logistics Section will provide a refueling schedule that best meets both the needs of the County and the Agency/Department. In the event a Fuel Purveyor

cannot reach the critical agency/facility, Emergency Management will recommend relocation (if possible) of the agency/facility. This will be determined if life-safety is an issue.

The DEM Staff or EOC personnel will use the forms provide in Appendix A and B to activate the plan and manage client calls and working with purveyors for the delivery of fuels to authorized clients.

Documentation of transactions is critical to recouping expenditures either from the client or by means of a Presidential Disaster Declaration.

Plan Maintenance

Each year, Kitsap DEM will renew their association with fuel providers for continued service and with authorized or potentially new clients. This is an important step to insure client information is up to date.

Appendix C Database will be maintained and updated annually by both the client and DEM.

Appendix A

Refueling Procedures during EOC Activation

This appendix will be activated when it is determined that a significant power outage associated with an emergency has occurred and it is expected that critical facilities will require ongoing refueling of generators during the event.

There are separate procedures for both the EOC Staff and the fuel purveyor.

EOC Staff

This procedure will normally reside with the Logistics Section as determined by the EOC Manager and the level of activation of the County EOC.

a. Initial Actions

- ☐ Determine the need for activating the Plan.
- ☐ Make a recommendation and request permission from the EOC Manager to provide services to critical facilities.
- ☐ Contact local fuel providers to determine their availability to provide service. Notify the EOC manager if certain fuels services are unavailable.
- ☐ If the fuel source is available, establish a communication path for client information, transportation routes and dangers, routing information and fuel reserves.

b. Ongoing Actions

- ☐ Review the basic plan for criteria for providing fuel to clients.
- ☐ Using Form 7.5A, fill in appropriate information from the requesting caller. Verify that the caller is on the Clients List (Appendix C). Forms can also be found on the EOC system and managed via electronic means.

It is critical to ask the caller if access to the facility or roads in the area will hinder the fuel purveyor in providing service and the critically or timeliness of providing the service. i.e. how much fuel do you have remaining and what is the burn rate?

- ☐ Complete Form 7.5B and maintain a running list of refueling actions. This form is available via electronic means on the EOC computer drive.

- ☐ Once Form 7.5A is complete, communicate with the fuel provider by whatever means available and provide information associated with the requesting client.

Depending on the size and complexity of the emergency, some communications systems may not be available.

- ☐ The County EOC Logistics Section will provide a refueling schedule that best meets both the needs of the County and the Agency/Department. In the event a Fuel Purveyor cannot reach the critical agency/facility, notify the EOC and make a recommend relocation (if possible) of the agency/facility. This will be determined if life-safety is an issue.

- ☐ Keep Fuel providers up to date on road conditions and anticipated timeline for power restoration and other information pertinent to managing the refueling process.

If a fuel provider is unavailable and your anticipate a critical need, work with the EOC Manager to determine other sources of fuels in Kitsap County or contact the Wa State Emergency Management Division for resource assistance.

Fuel Purveyor

a. Initial Actions

- ☐ If requested by Kitsap County Department of Emergency Management, determine your availability to provide fuel to critical facilities.
- ☐ Refer to your agreement with DEM on pre-determined supplies or services provided by your agency/company

b. Ongoing Actions

- ☐ If available for refueling services, provide DEM with the following information:
 - Number of trucks and quantity of fuel available to respond to client services.
 - Time available for services (days and hours of operations).
 - Phone numbers for agency/company dispatch or driver.
- ☐ Establish a means for communicating client service calls and scheduling.
- ☐ Receive requests from DEM to include road conditions and any other restrictions that will hinder the delivery of fuels.

DEM will also note any priority fuel services that may affect life safety.

- ☐ Establish best available routes for multiple clients and fuel availability.
- ☐ Take all necessary precautions during traveling to a service call and during delivery.

Do not refuel unless a representative of the facility/agency is present that can provide assistance and enter into a purchase agreement with the fuel provider.

Do not refuel an operating generator unless it is safe to do so.

- ☐ It is up to the facility/agency to determine the means of purchase of the fuel. Some providers may provide credit cards services for immediate purchase, or use the promissory note system provided in this plan.
- ☐ If the promissory note system is used:

Fill out Form 7.5C in this plan and provide a copy to the client.

The fuel provider will bill the facility/agency at a later date. In the event of a major emergency, services may be provided under a State wide emergency declaration that may follow a presidential disaster declaration. Kitsap DEM will determine based on preliminary information whether a presidential declaration is warranted and decide to suspend billing for services.

- ☐ When directed by DEM, demobilize and secure from providing fuel to clients. Finalize any transactions with DEM.

Critical Refueling Plan Form 7.5A Request for Fuel (EOC)

Date	Time:	Y/N	Agency/Facility Information
Agency/Facility			Is this an emergency?
POC:			Priority: ☐ 1.Life Safety ☐ 2.Occupied facility/Responder ☐ 3.Semi-occupied non priority
Phone:			How Much Fuel Remaining?
Address:			Is there adequate access to the facility?
			Additional Information:
☐ Add to 7.5B Refueling List			

Date	Time:	Y/N	Agency/Facility Information
Agency/Facility			Is this an emergency?
POC:			Priority: ☐ 1.Life Safety ☐ 2.Occupied facility/Responder ☐ 3.Semi-occupied non priority
Phone:			How Much Fuel Remaining?
Address:			Is there adequate access to the facility?
			Additional Information:
☐ Add to 7.5B Refueling List			

Critical Refueling Plan 7.5B Refueling List (EOC)

Date:		Mission No.		Event:				
Agency/Facility	POC	Phone	Fuel Provider	Date/time Contacted	Expect time of Delivery	Date/Time Refueled	Amount of Fuel	Comment

Critical Refueling Plan 7.5C Client Promissory Note

VENDOR	<i>Fill in the Information below</i>
Company Name	
Address	
Phone Number	
Representative (on Site)	
FUEL RECEIPT	
Agency/Facility	
Address	
Phone Number	
Representative (on Site)	

Details of Fuel	Quantity	Unit Price	Total
		Subtotal	
		Tax	
		TOTAL	

Agency/Facility Representative

I the undersigned, confirm that the fuel received will be used for supporting the facility generator on site for the current emergency event. As a member of the refueling program, the agency/facility agree to pay for the fuel provided through the vendor's standard purchasing process.

(Signature of Authorized Person)

(Date and Time of refueling)

Critical Refueling Plan 7.5D Client/Facility letter Template**Template****Date****Facility/Agency POC****Address**

RE: Critical Facilities Generator Refueling Plan

Dear Sir or Madam,

In keeping with our commitment to provide emergency management services to the community, our office has implemented a "Critical Facilities Generator Refueling Plan" (Plan). The purpose of this Plan is to provide guidelines in refueling generators which provide emergency power to a facility or function that is critical to the community during a declared emergency.

Your agency has been identified as possibly having a generator that provides power for a "critical function" and would be eligible to be listed in the Plan. Enclosed please find a copy of the Plan. If you have a generator that meets the following criteria, we invite you to enroll in our refueling program.

1. Generator has diesel or gasoline type fuel (we do not fill propane).
2. You keep a 48 hour supply of fuel on hand at all times.
3. Generator is to be used strictly for emergencies and not personal use.

To enroll in this Plan, please go to our web page at:

http://www.kitsapdem.org/fuel_plan.asp to complete the form and submit to our office. Once received, we will include your facility in our refueling plan. Please complete and submit the form online by **Date**.

If you do not have a generator that meets the above criteria and/or you have changed to propane, please email our office at mmoen@co.kitsap.wa.us so we can note this in our files.

If you have any questions, please call Michele Moen at (360)307-5871 or mmoen@co.kitsap.wa.us. Thanking you in advance for taking the time to review the Plan!

Sincerely,

Director

Refueling Program Client Information and Service Agreement

To:

This is to confirm that your agency/facility has completed registration and meets the eligibility requirements of the Kitsap County Critical Facility Generator Refueling Plan. In the event of a "Declared Emergency" in Kitsap County, Kitsap County working with available fuel providers, will support refueling of your facility generator.

Please review the Client Guide and information your provided to us on your facility generator/s/.

By your signature below, you agree to pay, through the promissory note system, for fuel provided during the emergency. You also contest that:

- Your Facility Generator has diesel or gasoline type fuel (we do not fill propane).
- You keep a 48 hour supply of fuel on hand at all times.
- Generator is to be used strictly for emergencies and not personal use.

Depending on the size and complexity of the emergency/disaster, providing refueling services to your facility may not available.

Contact information:

Routine Working Hours: (360) 307-5871 or DEM@co.kitsapwa.us

Emergencies: (360-307-5871) or logistics@co.kitsap.wa.us

Authorized Signature

Date

Title/Organization

Refueling Client Guide

PURPOSE

This guide is designed to provide you with information on the Kitsap County Refueling Program during emergencies. The guide provides information on eligibility, registration, ongoing program support, and how to request for and receive fuels during emergencies.

During emergencies particularly those resulting in prolonged electrical outages in Kitsap, KCDEM in cooperation with fuel purveyors, will identify critical facilities as defined in this document for the purpose of maintaining essential alternate power and fuel consumption. To this end, life safety is paramount and those organizations listed in this document provide essential services to support life safety efforts in Kitsap.

CONCEPT OF OPERATIONS

A designated purveyor of fuel, hired by the County, will refuel generators to all identified critical facilities/functions to maintain a 24-hour operation during a **declared emergency** in the event that normal fuel purveyors cannot refuel the generator. A declared Emergency is one that by assessment of the Disaster Manager at Kitsap County DEM, has determined that the emergency is significant enough, that it is beyond the scope and resources of the County, and a declaration is needed to support ongoing response and recovery operations.

Each Agency/Department provided with fuel will pay their per gallon cost of the fuel as outlined in this plan to the fuel provider unless billed as a disaster cost by Emergency Management. In most cases, a Presidential Disaster Declaration may not be warranted, for example a Winterstorm with extended power outages, and as such the fuel purveyor will be reimbursed for services rendered.

Program Membership

In order to be a member of this program, you must meet the following eligibility requires:

- Your agency/Facility provides life safety response during emergencies
- Your agency/Facility provides essential care of vulnerable citizens
- Your agency/Facility provides services to vulnerable populations that during emergencies the loss of power and generator may require a complex and arduous facility evacuation or affect life safety
- Facilities designated by Kitsap DEM as severe, warming or emergencies shelters

Those facilities that meet the above criteria should not make this their primary option for obtaining fuel during periods of power outages. The best plan is to have a local supplier or means to maintain your generator on your own.

Additionally, your generator must meet the following criteria:

- Generator has diesel or gasoline type fuel (we do not fill propane).
- You keep a 48 hour supply of fuel on hand at all times.
- Generator is to be used strictly for emergencies and not personal use.

Additionally, DEM may not be able to provide types of generator fuels. For example, propane or other gases for which a contract is not in place.

During significant emergencies, the DEM Director has the authority to extend services to other facilities on a case-by-case basis.

Safety

Your generator must be in good working order and safe for refueling.

Someone trained on the generator should be present to insure refueling operations is safe.

It may be necessary to turn over the generator during refueling. You must do so if required by the fuel purveyor.

Refueling Procedure

This plan will be activated by the Department of Emergency Management Staff or Disaster Manager after the activation of the Kitsap County Emergency Operations Center (EOC).

In order to request fuel, you will Contact Kitsap DEM at 360-307-5871. Be prepared to provide the following information:

- Location, point of contact, and phone information
- Is this a priority?
- How much fuel do you have remaining?
- Is the generator accessible?

After requesting fuel, Kitsap DEM will work with the fuel provider to determine the best schedule and routing to arrive at your facility. DEM will do its best to determine the time and arrival of the fuel truck.

When the fuel provider arrives, you must have someone standing by to the promissory note to pay and is familiar with the facility generator.

Costs

When the fuel provider arrives, he will refuel your tank and determine the amount of fuel provided. You will be asked to provide information and sign a promissory note to pay for the fuel at a later date. The cost of the fuel will be the provider's costs. **You should ask the provider for the cost per gallon and request an estimate before refueling takes place.**

At a later date one of the following will happen:

If the County expects a Presidential Declaration of a Disaster because of the event, the fuel purveyor will submit for reimbursement from the Federal Government.

If a Presidential Declaration is not warranted, you will receive a bill for the fuel delivered to your facility.

ADDENDUM NO. ____

**ADDENDUM TO INTERLOCAL AGREEMENT FOR EMERGENCY FUELING
BETWEEN KITSAP TRANSIT, KITSAP COUNTY DEPARTMENT OF
EMERGENCY MANAGEMENT, AND THE CITY OF PORT ORCHARD**

THIS ADDENDUM is made and entered into by and between Kitsap Transit, Kitsap County Department of Emergency Management (“DEM”), and the City of Port Orchard (“City”), collectively referred to as the “Parties.”

WHEREAS, Kitsap County and Kitsap Transit previously entered an Interlocal Agreement for Emergency Fueling (“Agreement”) to provide fuel delivery to Critical Facilities operated by Registered Agencies during county-wide declared emergencies resulting in prolonged electrical outages; and

WHEREAS, the Agreement authorizes DEM to identify and register Agencies that operate Critical Facilities, coordinate emergency refueling operations, and oversee program requirements; and

WHEREAS, DEM maintains the Kitsap County Critical Facility Generator Refueling Plan, which outlines the operational, logistical, and safety procedures applicable to emergency generator refueling activities; and

WHEREAS, the City of Port Orchard owns and operates facilities that support essential public functions and meet eligibility criteria to be designated as Critical Facilities under the Refueling Plan; and

WHEREAS, the Parties desire to add the City of Port Orchard as a Registered Agency under the Agreement, thereby authorizing DEM and Kitsap Transit to provide emergency generator refueling services to City-owned Critical Facilities consistent with the terms of the Agreement and the Refueling Plan.

NOW, THEREFORE, the Parties agree as follows:

1. The City of Port Orchard is added as a Registered Agency under the Interlocal Agreement and is eligible to receive emergency generator refueling services for City-owned Critical Facilities. DEM will coordinate registration and fueling logistics with Kitsap Transit.
2. The City shall provide DEM and Kitsap Transit with its list of Critical Facilities and associated priority levels, which are incorporated as Exhibit A and Exhibit B.

3. Kitsap Transit will provide available fuel trucks and diesel fuel, deliver fuel during declared emergencies when safe to do so, and invoice the City in accordance with the Agreement.
4. The City will maintain its generators in safe working condition, uphold required minimum fuel reserves, and execute and remit payment under promissory notes or purchase orders unless otherwise reimbursed through disaster processes.
5. Except as modified herein, all terms of the original Interlocal Agreement remain in full force and effect.
6. This Addendum remains effective until cancelled in writing by any Party as provided in Section 5 of the Agreement.
7. This Addendum is effective upon full execution by all Parties.

CITY OF PORT ORCHARD

By: _____

Robert Putaansuu, Mayor

Date: _____

KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____

Director

Date: _____

KITSAP TRANSIT

By: _____

Authorized Representative

Date: _____

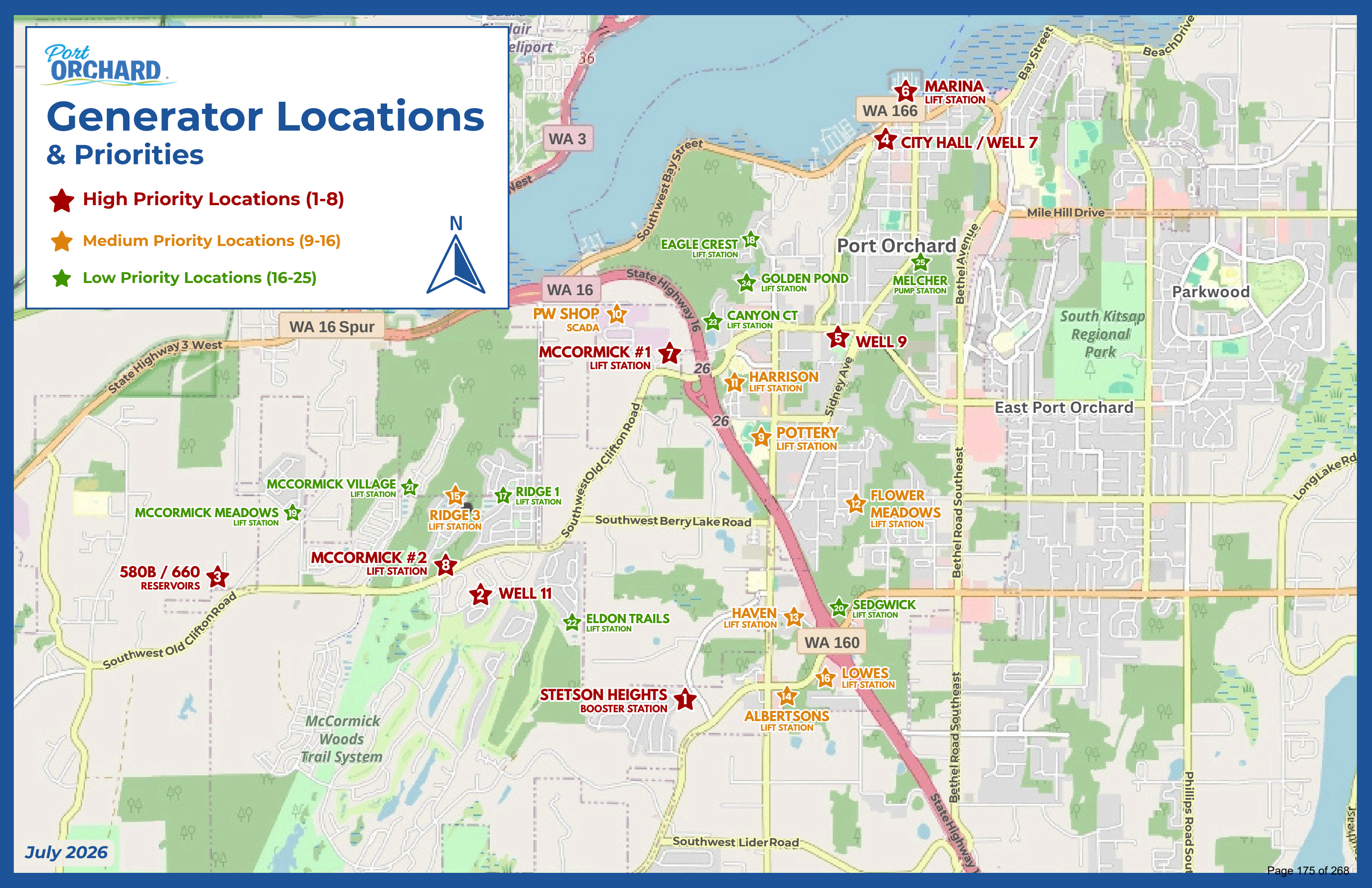
Utility	Asset ID	Site Name	Address	Longitude	Latitude	Generator Fuel Capacity (gal)	Emergency Diesel Pumps	Priority Order
Water	Bstr3	Stetson Heights	915 SW Pendleton Way, Port Orchard, WA 98367	-122.6624221	47.49698698	358		1
Water	WAT_WELL 11	Well 11 (McCormick Pump Station)	5171 St Andrews Dr SW, Port Orchard, WA 98367	-122.6858083	47.50475308	850		2
Water	WAT_RES 12	Water Campus (580A/B, 660)	2861 SW Old Clifton Rd, Port Orchard, WA 98367	-122.717008	47.50403644	744		3
Water	WAT_RES 10	Well 7 (City Hall)	540 Bay St, Port Orchard, WA 98366	-122.6390308	47.54077199	774		4
Water	WAT_WELL 9	Well 9	1670 Sidney Ave, Port Orchard, WA 98366	-122.6451568	47.52405101	765		5
Sewer	LS15	Marina Lift Station	700 Sidney Pkwy, Port Orchard, WA 98366	-122.6385474	47.54288893	1500		6
Sewer	LS7	McCormick 1 Lift Station	1190 SW Old Clifton Rd, Port Orchard, WA 98367	-122.6631439	47.52321187	500		7
Sewer	LS8	McCormick 2 Lift Station	3011 SW Old Clifton Rd, Port Orchard, WA 98367	-122.6895347	47.50672821	436	Godwin - 103 gallons	8
Sewer	LS17	Pottery Lift Station	2014 Pottery Ave, Port Orchard, WA 98366	-122.6531239	47.51705192	378		9
Water/Sewer		Public Works Shop (SCADA)	1535 Vivian Ct, Port Orchard, WA 98367	-122.6703146	47.52665232	100		10
Sewer	LS13	Harrison Lift Station	444 S Kitsap Blvd, Port Orchard, WA 98366	-122.6574826	47.52148422	200		11
Sewer	LS5	Flower Meadows Lift Station	345 Flower Meadows St, Port Orchard, WA 98366	-122.6431865	47.51212701	200		12
Sewer	LS20	Haven Lift Station	5000 SW Hovde Rd, Port Orchard, WA 98367	-122.6500536	47.50307293	400	Godwin - 100 gallons	13
Sewer	LS12	Ridge 3 Lift Station	4383 Riflebird Pl SW, Port Orchard, WA 98367	-122.6886208	47.51223728	89		14
Sewer	LS21	Albertsons Lift Station	370 SW Sedgwick Rd, Port Orchard, WA 98367	-122.6513604	47.49730151	256		15
Sewer	LS18	Lowes Lift Station	160 SW Sedgwick Rd, Port Orchard, WA 98367	-122.6476304	47.49860203	170		16
Sewer	LS11	Ridge 1 Lift Station	2476 SW Siskin Cir, Port Orchard, WA 98367	-122.6837417	47.51219567	89		17
Sewer	LS4	Eagle Crest Lift Station	1091 Eagle Crest Pl, Port Orchard, WA 98366	-122.6544875	47.53227767	87		18
Sewer	LS1	McCormick Meadows Lift Station	4151 Lone Bear Ln SW, Port Orchard, WA 98367	-122.7070484	47.5105799	120		19
Sewer	LS9	Sedgwick Lift Station	505 SE Sedgwick Rd, Port Orchard, WA 98366	-122.6448211	47.50334108	200		20
Sewer	LS21	McCormick Village List Station	4045 McCormick Vlg Dr, Port Orchard, WA 98367	-122.6946965	47.51217184	269	Godwin - 130 gallons	21
Sewer	LS16	Eldon Trails Lift Station	4885 Castleton Rd SW, Port Orchard, WA 98367	-122.6745459	47.50248912	150		22
Sewer	LS3	Canyon Ct Lift Station	512 Cedar Canyon Pl, Port Orchard, WA 98366	-122.6593364	47.52584059	300		23
Sewer	LS6	Golden Pond Lift Station	385 Golden Pond St, Port Orchard, WA 98366	-122.6547834	47.52876031	150		24
Water	WAT_RES 11	Melcher Pump Station	1145 Sidney Ave, Port Orchard, WA 98366	-122.6358332	47.5307866	100		25

Generator Locations & Priorities

★ High Priority Locations (1-8)

★ Medium Priority Locations (9-16)

★ Low Priority Locations (16-25)



RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT
FOR EMERGENCY FUELING BETWEEN KITSAP TRANSIT, KITSAP COUNTY
DEPARTMENT OF EMERGENCY MANAGEMENT VIA AN ADDENDUM
THERETO TO ADD THE CITY OF PORT ORCHARD AS A PARTY**

WHEREAS, Kitsap County and Kitsap Transit previously entered into an Interlocal Agreement for Emergency Fueling (“Agreement”) to provide fuel delivery to Critical Facilities operated by Registered Agencies during county-wide declared emergencies resulting in prolonged electrical outages; and

WHEREAS, the Agreement authorizes DEM to identify and register Agencies that operate Critical Facilities, coordinate emergency refueling operations, and oversee program requirements; and

WHEREAS, DEM maintains the Kitsap County Critical Facility Generator Refueling Plan (“Refueling Plan”), which outlines the operational, logistical, and safety procedures applicable to emergency generator refueling activities; and

WHEREAS, the City of Port Orchard owns and operates facilities that support essential public functions and meet eligibility criteria to be designated as Critical Facilities under the Refueling Plan; and

WHEREAS, the Parties desire to add the City of Port Orchard as a Registered Agency under the Agreement, thereby authorizing DEM and Kitsap Transit to provide emergency generator refueling services to City-owned Critical Facilities consistent with the terms of the Agreement and the Refueling Plan; **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 the Addendum to the Interlocal Agreement by and between Kitsap Transit and Kitsap County, to add the City of Port Orchard as a party to the underlying Interlocal Agreement for Emergency Fueling..

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 this 21ST day of JULY, 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard

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

Agenda Staff Report

Business Items: 7.C. Amendment No. 21 to Contract No. C066-20 - Community Event Center (Bond)
Meeting Date: July 28, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:

Rice Fergus Miller (RFM) has submitted a request for Contract Amendment 21 to Contract. C066-20 for the Port Orchard Community Events Center (CEC), Orchard Plaza, and Shoreline Improvements projects. The amendment is necessary due to schedule extensions in the Construction Documents Phase and Permitting Phase, originally assumed to conclude in early 2026. Continued coordination, permit review responses, and jurisdictional review requirements have caused the design team and subconsultants to incur additional effort beyond the existing contracted scope.

The extension covers continued responses to City permit review comments, constructability review comments, coordination with outside agencies (PSE, Kitsap Health District, U.S. Army Corps of Engineers), and additional meetings required to advance the projects to bid-ready documents.

Amendment 21 includes additional work by RFM and all associated engineering and design consultants. Major tasks include:

- Additional coordination and response to City permit comments for CEC, Orchard Plaza, and Shoreline.
- Coordination related to Bay Street work and fuel tank lid revisions.
- Expanded meetings and interdisciplinary review across civil, structural, MEP, landscape architecture, signage, and building envelope consultants.
- Preparation of refined bid-ready design documents.

All exclusions from prior contract amendments remain in effect, and Amendment 21 does not include work related to bidding or construction administration, except where noted by specific consultants under separate future amendments.

Relationship to Comprehensive Plan: 4 - Parks

Recommendation: Staff recommends that the City Council approve Contract Amendment 21

to C066-20 in the amount of \$297,453 plus reimbursables and tax, allowing the design team to complete permit-related tasks and finalize bid-ready documents for the Community Events Center, Orchard Plaza, and Shoreline Improvements.

Motion for Consideration: “I move to approve Contract Amendment 21 to the Community Events Center design contract in the amount of \$297,453, as presented.”

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact: A fixed-fee increase totaling \$297,453 for Amendment 21 to Contract No. C066-20.

- Community Events Center: \$166,030
- Orchard Plaza: \$107,433
- Shoreline Improvements: \$23,991

Alternatives: Do not approve amendment.

Attachments:

1. 260707 POCEC Amend 21 Fee Increase CD-Permits Extension LOP
2. Amendment #21 - CEC - RFM

July 7, 2026

Nick Bond
Development Director
City of Port Orchard
216 Prospect St
Port Orchard, WA 98366

Re: Port Orchard Community Events Center
Amendment 21 Request
Fee Increase for Construction Documents & Permitting Extension
RFM Project: 2020002.00

Dear Nick,

Rice Fergus Miller (RFM) is pleased to present the following Letter of Proposal to amend our contract for the above referenced project.

I. Scope of Work

Our contract with the City of Port Orchard to design the Community Events Center (CEC), Shoreline Restoration and Orchard Plaza has been ongoing since 2020. Per our Contract Amendment 15, we assumed Construction Documents Phase and Permitting Phase would be completed by the first quarter of 2026. We are requesting additional fees to cover the extended schedule and increased billing rates for the following:

- Respond to City of Port Orchard Constructability Review Comments and other ongoing Owner design comments and coordination with city staff.
- Respond to City of Port Orchard permit review comments for CEC, Shoreline and Orchard Plaza including Building Permits, Land Disturbing Activity Permit (LDAP) and Stormwater Drainage Permit (SDP).
- Respond to other jurisdictional review comments and design coordination including Puget Sound Energy, Kitsap County Health District, U.S. Army Corps of Engineers, etc.
- Respond to ongoing Bay Street work (by others) and coordination that affects our site.
- Fuel Tank Lid scope changes that were part of the Orchard Plaza Civil Engineer scope of work.

See consultant proposals for additional detailed scope of work per discipline.

II. Exclusions

In addition to previous exclusions outlined in each Contract Amendment, the following are also excluded under this proposal:

- Design revisions due to, but not limited to, the following:
 - Value Engineering
 - Code upgrades. We assume the project is still vested under the 2018 Washington State Building Code and associated code references, as submitted for permit in June of 2023.
 - City of Port Orchard or other jurisdictional review comments beyond the first round.

Port Orchard Community Events Center

Amendment 21 – Fee Increase for Construction Documents & Permitting Extension

July 7, 2026

- Construction Documents Phase and Permitting Phase extensions beyond the end of 2026.
- Bidding and Construction Administration Phases. Our existing contract scope deliverables end at providing bid-ready construction documents and approved permits.
- Proposed work at the 7-Eleven property (under separate contract amendment)
- Proposed change to the city storm system (under separate contract amendment)
- Design and documentation of proposed “Kraken” feature noted in the CEC site plans, as requested by City Council. (under separate contract amendment)
- See consultant proposals for additional detailed exclusions.

III. Compensation

For the Scope of Services outlined above for Rice Fergus Miller and its consultants, compensation shall be an additional Fixed Fee of Two Hundred Ninety Seven Thousand Four Hundred Fifty Three Dollars (\$297,453.00) plus reimbursable expenses and any applicable taxes, broken down as follows:

- | | |
|-----------------|--------------|
| • CEC | \$166,030.00 |
| • Orchard Plaza | \$107,433.00 |
| • Shoreline | \$23,991.00 |

See attached Exhibit A Fee Details for additional fee breakdown and consultant proposals for reference only. Consultant fees are calculated with RFM standard 12% markup.

IV. Terms of Agreement

Please provide an amendment to our Port Orchard Community Events Center contract upon accepting this proposal.

V. Summary

Thank you for your continued trust in our team. We look forward to continuing our work with you. Please contact me if you have any questions.

Sincerely,

Rice Fergus Miller, Inc.



Dean Kelly, Principal
Architect

Attachments:

Exhibit A – Fee Details

Consultant Proposals:

- Exhibit B - KPFF Civil Engineering
- Exhibit C – KPFF Structural Engineering
- Exhibit D – PSOMAS (formerly KPG) Landscape Architecture
- Exhibit E - Sider Byers Mechanical, Electrical, & Plumbing Engineering
- Exhibit F – Consertus (formerly OAC) Building Envelope Consultant
- Exhibit G - StudioSC Signage Consultant

RFM - Fee Details: Exhibit A

Port Orchard Community Events Center



Project Number: 2020002

Amendment 21 - Fee Increase for Construction Documents & Permitting Extension

Phase Name	Consultant Type	Fee Type	Amount
AMENDMENT 21: CEC			
Fee Increase Due to Schedule Extension			
Rice Fergus Miller	Architect & Interior Designer	Fixed Fee	\$69,000
KPFF	Civil Engineer	Fixed Fee	\$10,304
KPFF	Structural Engineer	Fixed Fee	\$13,216
PSOMAS (Formerly KPG)	Landscape Architect	Fixed Fee	\$24,387
Sider Byers	Mechanical, Electrical & Plumbing Engineer	Fixed Fee	\$42,560
Consertus	Building Envelope Consultant	Fixed Fee	\$3,136
Studio Sc	Signage Consultant	Fixed Fee	\$3,427
CEC Total		Fixed Fee	\$166,030
AMENDMENT 21: ORCHARD PLAZA			
Fee Increase Due to Schedule Extension			
Rice Fergus Miller	Architect & Interior Designer	Fixed Fee	\$30,800
KPFF	Civil Engineer	Fixed Fee	\$37,632
KPFF	Structural Engineer	Fixed Fee	\$8,736
PSOMAS (Formerly KPG)	Landscape Architect	Fixed Fee	\$26,905
Sider Byers	MEP Engineer	Fixed Fee	\$3,360
ORCHARD PLAZA Total		Fixed Fee	\$107,433
AMENDMENT 21: SHORELINE			
Fee Increase Due to Schedule Extension			
Rice Fergus Miller	Architect & Interior Designer	Fixed Fee	\$12,300
KPFF	Civil Engineer	Fixed Fee	\$4,928
PSOMAS (Formerly KPG)	Landscape Architect	Fixed Fee	\$4,523
Sider Byers	Electrical Engineer	Fixed Fee	\$2,240
SHORELINE Total		Fixed Fee	\$23,991
AMENDMENT 21 - GRAND TOTAL		Fixed Fee	\$297,453

RFM reserves the right to modify consultant costs through the duration of the project to complete the work under the agreed upon Fixed Fee total.

Date: July 7, 2026

Reviewed: Dean Kelly



EXHIBIT B

July 6, 2026

Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA, 98337

Subject: Port Orchard Community Event Center
Amendment 21: Proposal for Civil Engineering Services for the Community Events Center, Orchard Plaza, and Shoreline Scope of Work

Dear Lorie:

This additional services request (ASRs) addresses the ongoing and future efforts associated with the Permit Phase Extension for the Port Orchard Community Event Center (CEC), Orchard Plaza, and Shoreline.

SCOPE OF WORK

COMMUNITY EVENTS CENTER

Permit Phase Extension

The following civil efforts will be provided through the extended permitting phase:

- Schedule has been extended by approximately three months
- Additional and extended coordination with the project team. We anticipate attending up to 4 additional meetings, including three design team meetings and one meeting with the City to coordinate design efforts
- Comments received after permit resubmittal are anticipated to be minor in nature

ORCHARD PLAZA

Permit Phase Extension

The following civil efforts will be provided through the extended permitting phase:

- Schedule has been extended by approximately three months

- Additional and extended coordination with the project team. We anticipate attending up to 4 additional meetings, including two design team meetings and two meetings with the City to coordinate design efforts
- Comments received after permit resubmittal are anticipated to be minor in nature

FUEL TANK LID ADJUSTMENT

Full Scope

Refer to Attachment A for scope description

Permit Phase Extension

The following efforts will be provided through the extended permitting phase:

- KPFF will provide continued internal project management for the additional three (3) month duration.

SHORELINE

Permit Phase Extension

The following civil efforts will be provided through the extended permitting phase:

- Schedule has been extended by approximately three months
- Additional and extended coordination with the project team. We anticipate attending up to 2 additional meetings, including one design team meeting and one meeting with the City to coordinate design efforts
- Comments received after permit resubmittal are anticipated to be minor in nature

INFORMATION REQUIREMENTS

- Refer to proposal dated May 2, 2025 for information requirements.

ASSUMPTIONS

- Refer to proposal dated May 2, 2025 for list of assumptions.
- VE efforts are not anticipated for this scope of work.
- New storm main infrastructure anticipated to be installed with CEC project.

SCHEDULE AND SEQUENCE

- We have assumed that the design work of this proposal will be substantially completed within 2026 and have assumed the following approximate durations by phase. We have not included allowances for schedule modifications or delays.
 - Permit Documents (2nd Submittal) 2 months
 - Construction Documents 2 months
- We assume the related projects in this vicinity will be completed in the following sequence:
 - ~~Lift Station (Completed)~~
 - Bay Street ROW and utility improvements
 - ~~Kitsap Bank Headquarters (Project cancelled)~~
 - CEC building and shoreline improvements
 - Orchard Plaza improvements (may be concurrent with CEC project work)
 - Frederick Avenue (TBD)

FEE

We propose to provide the above services for the following lump-sum (LS) or hourly (HR) fees in accordance with the contract, which are made part of this proposal.

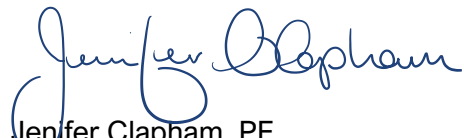
BASIC SERVICES

Civil Tasks	Lump Sum	Design Fees	
CEC Permit Phase	LS	\$ 9,200	
Plaza Permit Phase	LS	\$ 12,300	Orchard Plaza 33,600
Fuel Tank Lid – Full Scope	LS	\$ 16,700	
Fuel Tank Lid – Permit Extension	LS	\$ 4,600	
Shoreline Permit Phase	LS	\$ 4,400	
Total Services		<u>\$ 47,200</u>	

Reimbursable expenses may include deliveries and reprographics of plan sets up to permit approval, and will be billed at our cost. We recommend an allowance of \$500.

We appreciate the opportunity to contribute to the success of Port Orchard's Community Event Center project redevelopment. If you have any questions regarding this proposal, please contact me at (206) 926-0549.

Sincerely,


Jenifer Clapham, PE
Principal

Enclosures

2200522



Date: June 19th, 2026

To:

Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA, 98337

Subject: Port Orchard Plaza Fuel Tank Lid Adjustments - Add-Services Request

Dear Lorie,

KPFF respectfully requests authorization for additional engineering fees associated with the Port Orchard Plaza Fuel Tank Lid Adjustments project. The original scope and fee were developed based on the anticipated effort required to prepare the fuel tank lid adjustment design. As the work progressed, however, existing site conditions and limited available documentation required a substantially greater level of investigation, coordination, engineering evaluation, and interdisciplinary design effort than originally anticipated.

Basis for Additional Services

During the initial field investigation, KPFF determined that the buried depth of the existing underground storage tanks following the proposed regrading would exceed industry standards for USTs. Resolving this condition required additional engineering services beyond the original scope, including the following completed work:

- Coordinated with Port of Bremerton staff to identify and review available documentation for the existing tanks.
- Completed a second site visit to review design and O&M data maintained by the Port of Bremerton.
- Contacted the original tank manufacturers to clarify published burial depth guidelines and confirm tank construction details.
- Contacted the general contractors that installed the existing tanks to confirm installed conditions and construction details.
- Prepared independent, site-specific tank burial depth calculations to evaluate the proposed condition.
- Coordinated with the project civil engineer and architect to evaluate revisions to final site grading that could reduce tank burial depth.
- Completed additional rounds of interdisciplinary drawing coordination and QA/QC for the design package.

Exhibit A

Add-Services Request - Port Orchard Plaza Fuel Tank Lid Adjustments

June 19th, 2026

Page 2

Remaining Work Through IFC Release

In addition to the scope already completed, KPFF anticipates that further effort will be required to support the project through final approval and construction documentation. This work is expected to include responding to permit review comments, incorporating required revisions into the design documents, completing final interdisciplinary coordination, and preparing and releasing Issued for Construction (IFC) documents.

Additional Services Fee Request

Original approved fee: \$14,500

Total estimated fee for completed and remaining task effort: \$31,200

Additional fee requested: \$16,700

KPFF respectfully requests approval of the additional fee identified above to cover the added effort required to bring the project to its current stage and to continue supporting the project through permit review response, final coordination, and IFC document release. We appreciate the opportunity to support the City of Port Orchard on this project and are available to discuss this request or provide any additional information needed to facilitate approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Hartford', is written over a horizontal line.

Dan Hartford, PE

Principal

KPFF Consulting Engineers

Exhibit A

Add-Services Request - Port Orchard Plaza Fuel Tank Lid Adjustments

June 19th, 2026

Page 3



EXHIBIT C

June 30, 2026

Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA, 98337

Subject: Port Orchard Community Event Center
Amendment 21: Proposal for Structural Engineering Services for the Community
Events Center and Orchard Plaza

Dear Lorie:

This additional services request (ASRs) addresses the ongoing and future efforts associated with the following phases for the Port Orchard Community Event Center (CEC) and Orchard Plaza:

- Permitting Phase Extension

SCOPE OF WORK

COMMUNITY EVENTS CENTER

Permit Phase Extension

The following structural efforts will be provided through the extended permitting phase:

- Schedule has been extended by approximately three months.
- Additional and extended coordination with the project team. We anticipate attending up to 6 additional meetings.
- Additional permit comments received either before or after the permit resubmittal are anticipated to be minor in nature.

ORCHARD PLAZA

Permit Phase Extension

The following structural efforts will be provided through the extended permitting phase:

- Schedule has been extended by approximately three months.

- Additional and extended coordination with the project team. We anticipate attending up to 4 additional meetings.
- Additional permit comments received either before or after the permit resubmittal are anticipated to be minor in nature.

ASSUMPTIONS

- VE efforts are not anticipated for this scope of work.
- Construction Support Services are not included in this scope, and we expect to revisit construction schedule and construction support fees prior to the start of construction.

SCHEDULE AND SEQUENCE

- We have assumed that the design work of this proposal will be substantially completed within 2026 and have assumed the following approximate durations by phase. We have not included allowances for schedule modifications or delays.
 - Permit Documents (2nd Submittal) 2 months
 - Construction Documents 2 months

FEE

We propose to provide the above services for the following lump-sum (LS) fees in accordance with our existing contract, which is made part of this proposal.

Structural Fee	Lump Sum	Design Fees
CEC Permit Phase	LS	\$ 11,800
Plaza Permit Phase	LS	\$ 7,800
Total Structural Services		<u>\$ 19,600</u>

Reimbursable expenses may include deliveries and reprographics of plan sets up to permit approval, and will be billed at our cost. We recommend an allowance of \$500.

Lorie Limson Cook
June 30, 2026
Page 3

We appreciate the opportunity to contribute to the success of Port Orchard's Community Event Center project redevelopment. If you have any questions regarding this proposal, please contact me at (206) 926-0608.

Sincerely,

A handwritten signature in black ink that reads "Amie Sullivan". The script is cursive and fluid, with the first name "Amie" and last name "Sullivan" clearly legible.

Amie Sullivan, PE SE
Principal

Enclosures

2200338

South Kitsap Community Events Center & Orchard Plaza – FINAL DESIGN**Amendment 21 – time extension permit review****Urban Design, Landscape Architecture and Lighting Design****Psomas Scope of Work****7.6.26****Project Description**

Psomas will provide urban design, landscape architecture, irrigation, and lighting design services in support of Rice Fergus Miller (RFM) and the project team for the Port Orchard Community Events Center (POCEC), Orchard Plaza, and the Shoreline Improvements Project. This contract amendment provides additional services required during permitting and final design development that were not included in previous agreements.

The amendment includes the following services:

- Extension of permitting support through December 2026, including coordination with the Owner and project team and preparation of responses to agency review comments necessary to advance the projects to bid-ready status.
- Additional coordination with KPFF, The Lighting Group, and Structura for POCEC site lighting, plaza lighting, and catenary lighting systems.
- Review, respond, and make necessary revisions and coordination in response to the RediCheck constructability review.
- Design refinements necessary to maintain coordination with the advancing Frederick Avenue roadway improvements, assuming no concurrent design coordination with future development of the adjacent bank property.
- Previous work (not included in original contract scope or amendments) to adjust site plan based on storm water/water quality vault resulting in planter, pavement, landscape and irrigation adjustments. This work also included design of custom vault lids that recognize the City's stewardship.
- Previous work (not included in original contract scope or amendments) to prepare concept of a sculptural art element ("the Kraken") and prepare the concept, illustrative graphic, and present to City Council. This effort did not include final design and coordination.

ASSUMPTIONS

- Permitting Phase Extensions up to end of 2026.
- RFM will manage the project, client communication and coordination, scheduling, permitting, submittal compilation, and submittal to the appropriate reviewing agencies.
- The Psomas scope of work supports inherent management responsibilities, including invoicing, client, project, and internal coordination meetings.
- KPFF will provide civil and structural design.
- Rider Levett Bucknall (RLB) will provide the cost estimating for all CEC and Plaza related costs.
- Sider Byers will provide electrical design for power sources and transformer requirements such as Electric Vehicle (EV) stations, portable stage, and general entertainment.
- There is no federal funding.

- No additional permit comments that require significant design or response.
- No changes to the lighting concept per shoreline review.

SCOPE EXCLUSIONS

The following services are specifically excluded from this Scope of Work. These services may be provided as additional services upon written authorization from the City:

- Compilation or submission of permit applications or permit packages to the City or other regulatory agencies.
- Surveying, utility locating, subsurface utility engineering (SUE), or related services.
- Construction sequencing, phasing, or traffic control/staging plans.
- Permitting support beyond the services specifically identified herein.
- Public outreach, stakeholder engagement, public meetings, graphics, exhibits, or presentation materials.
- Additional City Council, Planning Commission, Steering Committee, or stakeholder presentations not specifically identified in this scope.
- Preparation of construction cost estimates.
- Bidding or procurement support services.
- Construction administration, construction observation, or construction support services.
- Additional design modifications required to achieve LEED certification.
- Redesign resulting from significant scope changes initiated by the City after completion of design submittals.
- Public art integration.
- Structural stamped drawings and calculations for the catenary lighting. Structura has developed the design and can provide stamped drawings and calculations to the awarded contractor when the project is bid.
- Phasing plans or division of design for phasing under different bid packages.
- AGI lighting model(s) or 3-D renderings.

SCOPE OF WORK

Task 1 – POCEC Permitting and Bid Documents Extension

Psomas will provide continued landscape architecture, urban design, irrigation, and lighting design services to support completion of permit review and preparation of bid-ready documents for the POCEC project.

Services include:

- Extended project coordination, meetings and internal management associated with responding to permit review comments for permits PW26-014 and PW26-015, dated June 16, 2026. This includes a total of four (4) project coordination meetings.
- Minor plan and specification updates in response to the constructability review comments.
- Additional coordination with KPFF, The Lighting Group, and Structura regarding final design and integration of site lighting and catenary lighting systems.

- Final design development and documentation for placemaking elements not included in previous design contracts, including:
 - Pavement inlays and special paving treatments.
 - Architectural wall patterns and surface treatments.
 - Custom utility and manhole covers.
 - Interpretive and wayfinding signage.
 - Utility screening and utility wrap concepts.

Deliverables

- Updated landscape architecture, irrigation, urban design, and lighting plans.
- Revised technical specifications.
- Responses to applicable permit review comments.
- Bid-ready design documents for elements within Psomas' scope.

Task 2 – Orchard Street Plaza Permitting and Bid Documents Extension

Psomas will provide continued landscape architecture, urban design, irrigation, and lighting design services to support permit review and preparation of bid-ready documents for Orchard Street Plaza.

Services include:

- Extended project coordination, meetings and internal management associated with responding to permit review comments for permits PW26-014 and PW26-015, dated June 16, 2026. This includes a total of four (4) project coordination meetings.
- Minor plan and specification updates in response to the constructability review comments.
- Additional continued coordination with KPFF, The Lighting Group, and Structura regarding final design and integration of site lighting and catenary lighting systems.
- Final design development and documentation for placemaking elements not included in previous design contracts, including:
 - Pavement inlays and special paving treatments.
 - Architectural wall patterns and surface treatments.
- Site plan and grading revisions necessary to coordinate Orchard Plaza improvements with the advancing Frederick Avenue roadway improvements, assuming no coordination with future development of the adjacent bank property.
- Lighting coordination and design refinement for integration and connection to Frederick Ave. street improvements.

Deliverables

- Updated landscape architecture, irrigation, urban design, and lighting plans.
- Revised technical specifications.
- Responses to applicable permit review comments.
- Bid-ready design documents for elements within Psomas' scope.

Task 3 – Shoreline Improvements Permitting and Bid Documents Extension

Psomas will provide continued urban design and lighting design services to support permit review and preparation of bid-ready documents for the shoreline improvements segment of the project.

Services include:

- Extended project coordination and internal management associated with responding to permit review comments for permits PW26-012 and PW26-013, dated June 16, 2026. This includes a total of two (2) project coordination meetings.

Deliverables

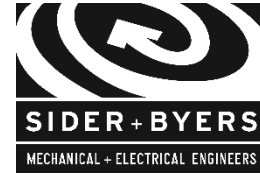
- Responses to applicable permit review comments.
- Bid-ready design documents for elements within Psomas' scope.

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS

Client: RFM / City of Port Orchard
Project Name: South Kitsap Community Events Ce
Psomas Inc. Project Number: 20040-Community Events Ctr - Amendment 21
Date: 7/6/2026

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task	
		Principal	Engineering Manager I	Engineering Manager II	Design Engineer II	Senior Landscape Architect I	Project Landscape Architect I	Project Landscape Architect II	Landscape Designer II	Landscape Designer III	Senior CAD Technician	Senior Admin		
		\$318.00	\$260.00	\$290.00	\$153.00	\$200.00	\$169.00	\$181.00	\$126.00	\$145.00	\$175.00	\$155.00	Hours	Totals
Task 1 - POCEC Final Design														
1.0	POCEC	2	1		16	20	12	12	40	24	8	2	137	\$ 21,774.00
Task Total		2	1	0	16	20	12	12	40	24	8	2	137	\$ 21,774.00
Task 2 - Orchard Plaza Final Design														
2.0	Orchard Plaza	2	1		32	20	12	12	20	40	8	2	149	\$ 24,022.00
Task Total		2	1	0	32	20	12	12	20	40	8	2	149	\$ 24,022.00
Task 3 - Shoreline Improvements Final Design														
3.0	Shoreline	1			8		4			8	2	2	25	\$ 4,038.00
Task Total		1	0	0	8	0	4	0	0	8	2	2	25	\$ 4,038.00
Total Labor Hours and Fee		5	2	0	56	40	28	24	60	72	18	6	311	\$ 49,834.00
Reimbursable Direct Non-Salary Costs														
Mileage at current IRS rate														
Reproduction Allowance														
Total Reimbursable Expense													\$	-
Total Estimated Budget													\$	49,834.00

June 19, 2026



Ms. Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Subject: **Port Orchard Community Events Center (POCEC)**
Amendment #21: Permit Extension, Constructability Review, Bid, CA
Mechanical, Plumbing and Electrical Engineering Proposal

Dear Lorie:

This proposal is to update our fees for the Phase III (CD/Permit) scopes of work and to add bidding and construction administration phases.

The POCEC will consist of a two story, roughly 25,000 square foot building. The First Floor includes a branch of the Kitsap Regional Library, and the Second Floor includes meeting and office spaces, and a commercial warming / dishwashing kitchen. We have a considerable amount of experience designing libraries and community centers and understand the high wear and usage that occurs in these facilities.

The MEP outline scopes of work have already been prepared by our office.

Our work will include the following.

- a. Conceptual information for the fire systems (riser location, routing for the mains) to guide design/build contractors
- b. Full design of the plumbing systems
- c. Full design of the cooling, heating and ventilation systems
- d. Full design of lighting and power systems
- e. Data/communications, access, and fire alarm will be low voltage systems with design prepared and submitted to the team in compliance with performance specifications and details prepared by S+BA.

Scope of Work

1. Contract Documents:

- a. Develop and coordinate Contract Documents (plans and specifications) under the proposed project schedule for plumbing, HVAC, and electrical systems (including one permit submittal at roughly 80% contract document completion level). We include eight design team meetings under the CD phase.
- b. Make any plan check corrections required by the AHJ.

Bid, Procurement and Negotiation Phase

- a. Respond to contractor questions, substitution requests and assist architect in any agenda or clarifications.

3. Construction Administration

- a. Review MEP, Fire Sprinkler, Fire Protection, Fire Alarm and Low Voltage Contractors' submittals for substantial conformity with the requirements of the Contract Documents. S+BA will coordinate, including review of RFIs, any changes to the submittals. S+BA will include a written summary of each visit. These visits shall not be construed as approval or guarantee of the Contractors' performance or safety measures. Verifying that punch list corrections have been completed will be the responsibility of the General Contractor.
- d. Review MEP, Fire Sprinkler, Fire Protection, Fire Alarm and Low Voltage Contractors' Record Drawings and Operations and Maintenance Manuals for substantial conformity with the requirements of the Contract Documents. S+BA will review one complete set of documents; additional reviews are not included in this Scope.

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

Fees - Amendment #21

Phase	Add	Fee Type
CD/Permitting Phase Add Includes: Time extension, PSE Related Changes, Owner comments, Third Party Review Comments	\$38,000.00	Fixed
Bidding	\$5,000.00	Fixed
Construction Administration Includes: 3 visit each discipline		Fixed
Total:	\$127,000.00	

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

LEED

Under separate contract

Sider + Byers Current Hourly Rate Schedule:

Principal:	\$205.00	BIM/CAD Technician:	\$115.00
Sr. Engineer:	\$195.00	Administrative:	\$100.00
Project Engineer:	\$175.00		

Hourly rates listed above are S+BA's hourly rates through December 31, 2027. After that, hourly rates will increase by 5% every January 1st until the project is completed.

Assumptions

- All site work will be done by a civil engineer. Our work only includes piping in the building and within five feet of the building.
- The fees above do not include the following: Redesign after acceptance; commissioning work; or value engineering meetings after completion.

3. Envelope Energy Code: This work will be done by Sider + Byers, including the NREC Energy Code forms.
4. All structural and seismic calculations pertaining to fire, plumbing, mechanical and electrical systems will be provided on a design/build basis by subcontractor(s) working for the General Contractor, not by Sider + Byers. Note that the structural engineer will include the requirement for these calculations to be done by others.
5. Pump systems for domestic water and waste will not be required.
6. These fees do not include a Type I kitchen hood or makeup air system.
7. Mechanical scope of work includes the following.
 - a. Waste, water and vent piping throughout.
 - b. Plumbing fixtures throughout.
 - c. Heat pump water heaters.
 - d. Air systems for ventilation, heating and cooling, including full cooling throughout the facility as set forth in the Narrative / Outline specification document developed by S+BA and the RFM team.
8. Mechanical and electrical permits will either be simultaneously done with the building permit (our preference) or will be deferred submittals by the contractors. Sider + Byers will prepare the mechanical and electrical permit documents (structural and acoustical documents will be by others).
9. Electrical/Lighting/Low Voltage scope of work includes the following.
 - Electrical/Lighting/Low Voltage narrative(s).
 - Power distribution design, branch circuiting.
 - Load calculations, riser diagram, fault current calculations.
 - HVAC connections and mechanical coordination.
 - Coordination with all other disciplines.
 - Stamped/Signed drawings for full design scopes prepared for jurisdictional review, bidding, and construction.
 - Fire alarm system - Bidder-design performance criteria in specifications.
 - Low voltage systems (including data/telecom, wifi, surveillance, and access) – coordination with the City of Port Orchard and KRL IT departments and bidder-design performance criteria in specifications. Conceptual raceways/boxes and device locations will be shown for bidding by the design/build low voltage systems contractor.
 - PV design/build information and specifications.
10. Lighting Design scope of work includes the following.
 - Assist architect with lighting fixture selection.
 - Fixture catalog cut sheets.
 - Energy code compliance – Lighting forms for WSEC.
 - Utility company coordination related to rebates, incentives.
 - Fixture schedule, specifications.
 - Lighting controls.
12. Site lighting work: Our lighting work only includes site lighting that is physically attached to the building. RFM will provide locations and general lighting fixture types for those units.

Photometric calculations, street lighting, and site lighting design, location on plans and documentation of fixtures, and coordination with the City will be done by KPG.

S+BA will provide power and circuiting to site lighting directly adjacent to the SKCEC that is powered from the building.

In general, the City street lighting will be coordinated by, metered, and powered separately from the building by the City of Port Orchard.

13. We include photovoltaic (PV) system design as a design/build element. We anticipate that this renewable energy system will be a basic element of the building.
14. We do not include a generator design.
15. All phases of the project will be permitted under the 2018 versions of the applicable Codes (Energy and Mechanical) Electrical Code will be 2023 NEC.
16. There will be a kitchen designer, who will provide our team drawings and lists to detail the infrastructure needed for the kitchen. We will design that plumbing, HVAC, and electrical infrastructure.
17. All of our HVAC production work will be done in either AutoCAD or Revit as appropriate. Plumbing and electrical work will be done in AutoCAD; if there is a need to illustrate specific limited areas in three dimensions in these disciplines, we would also model up to two of those such areas in Revit.
18. We will review the cost estimator's MEFP numbers at the end of each phase.
19. Copying, printing and delivery for design-team coordination are included as Basic Services. Printing and associated costs for submittal to Owner, for bidding or permit(s) or for disciplines other than mechanical will be reimbursable.
20. Our fees may be renegotiated if design phase extends past January 2027 and construction lasts longer than 18 months or October 2028.
21. We include monthly summaries of our billing similar to those prepared by RFM (per the County's requirements).

If the preceding is satisfactory, please sign the signature block below and email a PDF of this letter back to us. An AIA contract is also satisfactory. As always, we look forward to working with you and with the RFM team.

Sincerely,

Sider + Byers Associates, Inc.



Dana Fontes, P.E., Principal

Accepted this _____ day of _____ 2026

Rice Fergus Miller

By _____ Officer and Title

June 19, 2026

Ms. Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337



Project: **Orchard Plaza**
Amendment #21: Permit Extension, Constructability Review, Bid, CA
Electrical Engineering Proposal

Dear Lorie:

The Orchard Plaza project is the area adjacent to the POCEC and off Orchard Street abutting the bank and harbor. This area is being developed into a community space which can be used for multiple functions. Some of the functions may include Christmas tree lighting, farmers market, car show amongst other ideas.

Scope of Work

1. Design Development. This phase includes preliminary discussions of lighting fixtures and power requirements with the Landscape Architect and Architect to be presented to owner for their input/approval.

During this phase, we will coordinate with the owner, RFM, civil engineer (as needed), and landscape architect. This will include developing space planning requirements for the electrical service gear and equipment.

S+BA drawings will include device/lighting layouts per Landscape Architect direction. Where appropriate, these drawings will include scope of work and general systems intent.

We include up to 3 virtual meetings during this phase.

There will be one submittal of deliverables during this phase.

2. Electric Utility Application: We will develop initial electrical loads and prepare an initial one-line electrical riser diagram for the plaza infrastructure. We will start the application process and work with local utility. This utility application can be submitted when significant information (power loads, etc.) is obtained.
3. Contract Documents: Develop and coordinate Contract Documents (plans and specifications) under the proposed project schedule for electrical systems. Permit submittal will be by the electrical contractor, which is a requirement of the AHJ.

We include up to 4 virtual design team meetings.

Make any permit check corrections required by the local/city building department and other AHJ's. However, submittal to building department and other AHJ's, will not be by S+BA.

4. Bid, Procurement and Negotiation Phase

- a. Respond to contractor questions, substitution requests, and assist architect in any addenda or clarifications.

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

5. Construction Administration

- a. Review Electrical submittals for substantial conformity with the requirements of the Contract Documents.
- b. Provide in-house construction administration, including review of RFIs, any change orders and
- c. Provide site observations. Three site visits, reimbursables are included. All visits shall not be construed as approval or guarantee of safety measures. Verifying that punch list corrections are the responsibility of the General Contractor.
- d. Review Electrical Record Drawings and Operations and Maintenance Manuals for substantial conformity with the requirements of the Contract Documents. S+BA will review one complete set of documents; additional reviews are not included in this Scope.

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

Fees - Amendment #21

Phase	Add	Fee Type
Construction Docs	\$ 3,000.00	Fixed
Lighting	\$ 2,500.00	Fixed
Construction		Fixed
Total:		

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

Sider + Byers Current Hourly Rate Schedule:

Principal:	\$205.00	BIM/CAD Technician:	\$115.00
Sr. Engineer:	\$195.00	Administrative:	\$100.00
Project Engineer:	\$175.00		

Hourly rates listed above are S+BA's hourly rates through December 31, 2027. After that, hourly rates will increase by 5% every January 1st until the project is completed.

Assumptions

1. Plaza area lighting and adjacent municipal street lighting will not be by S+BA. This work will be completed by others. Lighting designer will complete submittal reviews and answer CA questions regarding lighting. This scope of work is not included under S+BA.
2. Electrical/Lighting/Low voltage scope of work includes the following:
 - a. Design branch power systems throughout the plaza to accommodate programming such as Farmers Market, Community Festivals/Events, musical performances, holiday lighting, etc.
 - b. Coordinate with the lighting design consultant to provide branch circuit power to the various lighting elements planned for the Plaza area.
 - c. Design a lighting controls system for automatic operation of the various Plaza lighting elements.
 - d. Provide infrastructure for EV Charging facilities. We anticipate 4 charging stations total (2 new and 2 existing to be re-fed).
 - e. Data/telecom, CCTV, building entry, access control coordination/basis of design for design build contractor.
 - f. Bidder design performance criteria in specifications.

- g. We include providing preliminary drawings showing equipment and device location for bidding by the design build low-voltage sub-contractor.
 - h. We have excluded any, and all work in the right of way, including but not limited to utility work, street crossings, and street lighting. Any design drawings, specifications, coordination, etc. required for work in ROW we have assumed will be by Others.
- 3. The above fees do not include interior or exterior lighting photometrics or street lighting design.
 - 4. All owner and design team meetings will be attended virtually.
 - 5. The project will be permitted under the 2021 versions of the applicable Energy Codes and the 2023 version of the National Electrical Code with State and local amendments.
 - 6. Copying, printing and delivery of MEP documents for design-team coordination are included as Basic Services. Printing and associated costs for submittal to Owner, for bidding or permit(s) or printing of drawings of disciplines other than mechanical will be reimbursable.
 - 7. Our fees may be renegotiated if design phase extends past January 2027 and construction lasts longer than 18 months or October 2028.

If the preceding is satisfactory, please sign the signature block below and email a PDF of this letter back to us. An AIA contract is also satisfactory. We look forward to the design and working with RFM and with the RFM team.

Sincerely,

Sider + Byers Associates, Inc.



Dana Fontes, P.E., Principal

Accepted this _____ day of _____ 2026

Rice Fergus Miller

By _____ Officer and Title

June 22, 2026

EXHIBIT F

Rice Fergus Miller
275 5th Street, #100
Bremerton, Washington 98337

Attn: Lorie Limson-Cook, Assoc. Principal

Re: POCEC – Consertus Envelope Consulting, Add Services for CA

Ms Limson-Cook,

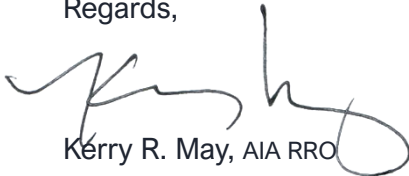
Pursuant to your request, I am happy to provide the following Change Order Proposal for additional services at the Port Orchard Community Events Center (POCEC). The scope of work proposed is for the Events Center only (not the Orchard Plaza nor the Shoreline) for Permitting Phase Extension support, ~~Bidding Phase support, and Construction Contract Administration (including Optional Testing services).~~

Please refer to the following Scope of Work and Fee Estimate on the following page. If additional support is needed at the Plaza or Shoreline projects from an envelope perspective, we can provide a proposal at a later date.

Please reach out with any questions or comments.

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

Regards,



Kerry R. May, AIA RRO
Sr. Director
Consertus, Inc.
kerry.may@consertus.com | 206.276.0832

Attached: Exhibit A – Scope & Fee



Scope of Services & Fee
Exhibit A

CLIENT

Rice Fergus Miller

ADDRESS

275 5th St, #100
Bremerton, WA 98337

PROJECT

Port Orchard Community
Events Center

DATE

06/22/2026

SCOPE

- Building Envelope
Consulting services -
bid/permitting support,
Construction Contract
Administration

All fees are billed Time &
Expense, Not-to-Exceed
(T&E NTE).

Task	Service	RFM AMENDMENT 21 ONLY	Fee Estimate
1	Building Permit Phase Extension		\$2,800
1.1	General Building Enclosure Consulting - Allowance of 12 hours		
2	Bidding Phase		\$2,800
2.1	General Building Enclosure Consulting - Allowance of 12 hours		
3	Construction Contract Administration		\$15,900
3.1	QA/QC On-site Inspections - Allowance of 6 site visits - Field Report (after each visit)		
3.2	Submittal Review - Allowance of 10		
3.3	RFI Review - Allowance of 10		
3.4	Project C		
3.5	Project A		
4	OPTIONAL	HOLD FOR FUTURE CONTRACT AMENDMENT	\$10,800
4.1	QA/QC F - ASTM I - Allowance of 10		
4.2	Whole Building Air Leakage Testing - ROM Pricing - Per WSEC C402.5		
R	Reimbursable Expenses		\$1,450
R1	Mileage		
R2	Equipment & Consumables		
Total Estimate (Including Optional Testing Services)			\$33,750
Total Estimate (Not Including Optional Testing Services)			\$22,950

Design Services Agreement

Rice Fergus Miller Architects

Attn: Angie Tomisser
275 5th Street
Bremerton, WA 98337

+ Port Orchard Community Events Center Construction Administration Additional Services Request #06

June 26, 2026



Angie:

Thank you for the opportunity to submit this proposal for an agreement between Studio SC (Designer) and Rice Fergus Miller Architects (Client) to provide support for the Permit Extension and 3rd Party Review, Construction Administration Support for the wayfinding and Feature Wall Design/Build Support for the Community Events Center project in Port Orchard, WA.

This ASR "Exhibit A: Supplemental Services Scope of Work #06" references the base scope proposal for the project dated April 25, 2025, for project procedure. Services for this scope of work include design documentation and coordination of exterior building lettering.

We are excited about this opportunity and look forward to working with Rice Fergus Miller Architects, the City of Port Orchard, and the rest of the project team.

Best regards,

Billy Chen
Principal, Studio SC

+ 401 2nd Ave S. #205
Seattle, WA 98104
t. 206+262+9270
www.studio-sc.com

EXHIBIT A: SUPPLEMENTAL SERVICES SCOPE OF WORK

SCOPE OF WORK # 06

This Supplemental Scope of Work #06 effective June 23, 2026 is by and between Studio SC, a Washington corporation with its principle place of business located at 401 Second Avenue, Suite 205, Seattle, WA 98104 and RFM Architects, with its principle place of business located at 275 5th Street Bremerton, WA 98337 and is subject to the terms and conditions of the Design Services Agreement (hereinafter defined). Studio SC and Architect are hereinafter collectively referred to as the “Parties” or singularly as the “Party”. Unless otherwise defined herein, all capitalized terms used in this Supplemental Services Scope of Work shall have the same meaning as ascribed to them in the Design Services Agreement.

WHEREAS, Studio SC and Architect entered into that certain Design Services Agreement effective April 25, 2025 as amended from time to time (“Agreement”) which outlines the rights and obligations of the Parties with the respect to the conduct of the Services and Project; and

NOW, THEREFORE, in consideration for the foregoing premises, the mutual promises and agreements contained herein, the Parties agree as follows:

1. DESCRIPTION OF SUPPLEMENTAL SERVICES:

+ Permit Extension and 3rd Party Review Support

+ CEC Wayfinding Scope – Construction Administration Services:

- Designer will support the GC in soliciting and reviewing bids from qualified sign fabricators. This includes reviewing qualifications, answering RFIs, reviewing bids for completeness.
- + Once a sign fabricator has been selected, Designer will attend a kick-off meeting to align on work flow, design intent and any value engineering required. Designer will then provide final artwork in digital format to sign fabricator for production.
- + Designer will review shop drawings, material and finish submittals, and mockups to assure design integrity.
- + Designer will participate in coordination calls with the GC/Fabricator.
- + Designer will inspect installation of final product on-site and develop a final punch list to document any required changes by sign fabricator.

Includes (1) virtual kick off meeting with Architect, Owner, GC, and Sign Fabricator, (up to 3) coordination calls with GC/Sign Fabricator, (up to 2 rounds) sample material reviews, (1) mockup review, and

+ CEC Feature Wall Scope

- + Designer will support the Design-Build Partner, and Architect.
- + Designer will work with the Design-Build Partner to finalize development of the artwork and material creative art and written content, and custom build mockups.
- + Designer will support the Design-Build Partner during engineering, build and install to assure design integrity.

Includes (1) virtual kick off meeting with Architect, Owner, and Design-Build Partner, (up to 8) coordination calls/meetings with the Design-Build Partner, (up to 4) shop drawing reviews, (up to 2) sample material reviews, (up to 3) mockup reviews, (up to 3) on-site or shop visits, and (1) on-site punchlist review.

**HOLD FOR FUTURE
CONTRACT AMENDMENT**

2. DELIVERABLES

- + Digital Art Files for all Wayfinding Scope to Sign Fabricator, and for Feature Art Scope to Design-Build Partner.
- + Review comments on Shop Drawings, Submittals and Samples.
- + Fabrication punch list document noting any required repairs or changes to installed signs by Fabricator.

3. SUPPLEMENTAL SERVICES PERFORMANCE SCHEDULE:

Schedule of supplemental services will align with the base scope contract schedule.

4. COMPENSATION AND FEE(S)

Payments shall be made in accordance with terms of the Design Services Agreement and/or the payment schedule attached hereto as Addendum A ("Payment Terms").

Subject to the terms of the Design Services Agreement the total amount owed by Architect / Owner pursuant to this Supplemental Scope of Work #06 shall not exceed the Total Fees in the amount of ~~Thirty Four Thousand Dollars (\$34,000.00)~~ based on an hourly rate of \$170/hour for the work identified in the Supplemental Services.

5. INVOICES

Invoice(s) shall be submitted in the same manner as set forth in the Design Services Agreement. that Studio SC is under no obligation to execute a Supplemental Services Scope of Work and the original Design Services Agreement shall remain in full force and effect.

6. MISCELLANEOUS

This Supplemental Services Scope of Work is subject to the terms and conditions of the Design Services Agreement, except as provided herein. In all other respects the Design Services Agreement shall remain unchanged and in full force and effect, except as revised by this Supplemental Services Scope of Work.



ACCEPTED BY: _____

BREAKOUT PERMITTING/3RD PARTY FEE
18hrs @\$170/hr = \$3,060

AUTHORIZED BY: _____

TITLE: Principal

TITLE: _____

DATE: 6/26/2026

DATE: _____

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Amendment No. 21 to Contract No. C066-20
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH RICE FERGUS MILLER, INC.

THIS AMENDMENT to Contract No. C066-20 (“Amendment”) is made effective as of the ___ day of January, 2026, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and Rice Fergus Miller, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 275 5th St., Bremerton, WA 98337 (“Consultant”).

WHEREAS, on July 29, 2020, the City executed a Professional Services Agreement with Consultant for the South Kitsap Community Event Center Project (the “Project”) (“Underlying Agreement”); and

WHEREAS, on July 27, 2021, the City and Consultant executed Amendment No. 1 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on September 17, 2021, the City and Consultant executed Amendment No. 2 to the Underlying Agreement, adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on October 12, 2021, the City and Consultant executed Amendment No. 3 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on January 25, 2022, the City and Consultant executed Amendment No. 4 to the Underlying Agreement, increasing the contract amount and adding additional scope of work due to unforeseen on-site conditions; and

WHEREAS, on March 21, 2022, the City and Consultant executed Amendment No. 5 to the Underlying Agreement, extending the contract term to accommodate the scope of work; and

WHEREAS, on April 12, 2022, the City and Consultant executed Amendment No. 6 to the Underlying Agreement, updating the scope and fee for tasks 4 and 5 of C082-19; and

WHEREAS, on September 13, 2022, the City and the Consultant executed Amendment No. 7 to the Underlying Agreement, adding additional design work related to shoreline improvements and permitting; and

WHEREAS, on December 13, 2022, the City and the Consultant executed Amendment No. 8 to the Underlying Agreement, adding additional design work LEED Certification feasibility; and

WHEREAS, in February 2023, the City and Consultant executed Amendment No. 9 to the Underlying Agreement, adding a modification to the architectural plans to meet LEED silver certification; and

WHEREAS, in May 2023, the City and Consultant executed Amendment No. 10 to the Underlying

Agreement, making design modifications to portions of the CEC space to be occupied by the Library; and

WHEREAS, in June 2023, the City and Consultant executed Amendment No. 11 to the Underlying Agreement, extending site design scope to include Orchard Plaza Schematic Design as an element of the Community Event Center; and

WHEREAS, in December 2023, the City and Consultant executed Amendment No. 12 to the Underlying Agreement, incorporating on-call work necessary for the Project pertaining to necessary modifications to existing Washington State Department of Natural Resources aquatic land lease(s) and associated permits for the CEC; and

WHEREAS, in January 2024, the City and Consultant executed Amendment No. 13 to the Underlying Agreement, providing for the performance of the next phase of services, to include preparation of the following: Design Development (60% design level); Permits Documents (90% design level); and Construction Documents (100% design level); and

WHEREAS, in February 2025, the City and Consultant executed Amendment No. 14 to the Underlying Agreement, providing for a time-only extension of the contract to June 30, 2027; and

WHEREAS, in May 2025, the City and Consultant executed Amendment No. 15 to the Underlying Agreement, providing additional authority associated with the schedule extension set forth in Amendment No. 14 and associated necessary expansion of the scope of work to include storm drainage redesign due to the interplay between the CEC and Orchard Plaza project, with the SR 166 Bay Street project, and additional design work triggered by review comments received from federal and state regulatory agencies; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 16 to the Underlying Agreement, providing additional authority associated with the City's requested modification to the design to include revisions to the design for restroom facilities, the proposed "coworking space" to a meeting space, and modification of a window unit to a glass door system; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 17 to the Underlying Agreement, providing additional design services for a specialty signage related to donor recognition for the facility; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 18 to the Underlying Agreement, providing for additional work associated with the design of specialty signage for key historic markers on the site and inside the building, as required by the local Cultural Resources Permit Committee and U.S. Army Corps of Engineer; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 19 to the Underlying Agreement, providing for additional preliminary design services for ancillary furniture within 14,600 square feet of furnishable space, and on September 2, 2025, and modifying the cost estimate accordingly; and

WHEREAS, in January 2026, the City and Consultant executed Amendment No. 20 to the Underlying Agreement, providing for additional design services for stormwater facilities to relieve inundation associated with increased impervious surfacing, and:

WHEREAS, in July 2026, the City identified the need for additional services for continued responses to City permit review comments, constructability review comments, coordination with outside

agencies (PSE, Kitsap Health District, U.S. Army Corps of Engineers), and additional meetings required to advance the projects to bid-ready documents, and Consultant and City agreed to terms for a modification to the Underlying Contract to address this concurrent work; and

WHEREAS, the Parties wish to memorialize their agreement to so amend the Underlying Agreement;
NOW, THEREFORE,

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

1. The Underlying Agreement, including previous Amendments Nos. 1-20, is amended as follows (amendment shown in legislative marks):
 - a. The Scope of Work is amended to add the tasks as set out in Attachment 1 hereto (Amendment #21 Request).
 - b. For the Amendment #21 Scope of Work, compensation for these services shall be based on the list of billing rates set out in Attachment 1 and incorporated herein by this reference, not to exceed \$297,453 for the performance of the Amendment #21 Scope of Work, plus reimbursable expenses and any applicable taxes, as set out in Attachment 1 hereto.
2. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

Printed Name and Title

ATTEST/AUTHENTICATED:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



City of Port Orchard

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

Agenda Staff Report

Business Items: 7.D. Amendment No. 23 to Contract No. C066-20 - Community Event Center (Bond)
Meeting Date: July 28, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:

Rice Fergus Miller (RFM) has submitted Contract Amendment 23 to Contract C066-20 requesting authorization in the amount of \$44,942 to add civil engineering design work for the existing 7-Eleven site located on Port Street. This work is required to coordinate site grades, access, and stormwater functions between the 7-Eleven property and the adjacent Community Events Center (CEC) project, including coordination with planned improvements along Port Street and Bay Street (SR-166).

The City requested that KPFF, RFM's civil engineering consultant, develop construction-level documentation for the 7-Eleven parking lot based on a prior 30% design concept. This work includes updating permit documents, integrating the parking lot regrade into the CEC Land Disturbing Activity Permit (LDAP), coordinating with the SR-166 design team, preparing multiple rounds of vehicle-turning studies, and producing full demolition, grading, drainage, and paving plans. The amendment also includes structural engineering for a retaining wall along the western property edge and architectural coordination related to waterproofing transitions to the existing building.

All landscape, architectural, structural (beyond the retaining wall), mechanical, electrical, and plumbing design are excluded from this amendment, along with exclusions from previous contract amendments. The work will proceed independently from ongoing CEC, Orchard Plaza, and Shoreline design phases.

Relationship to Comprehensive Plan: 4 - Parks
8 - Transportation

Recommendation: Staff recommends City Council approval of Contract Amendment 23 to Contract C066-20 in the amount of \$44,942, plus reimbursable expenses and applicable taxes. Approval will allow RFM and KPFF to deliver the necessary civil and structural documentation to integrate the 7-Eleven site improvements with the broader CEC project and adjacent roadway

improvements.

Motion for Consideration: “I move to approve Contract Amendment 23 to Contract C066-20 for the Community Events Center design contract in the amount of \$44,942, as presented.”

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact: A fixed-fee contract amendment totaling \$44,942, consisting of:

- Rice Fergus Miller: \$7,400
- KPFF Civil Engineering: \$37,542

Alternatives: Do not approve amendment.

Attachments:

1. 260707 POCEC Amend 23 7-Eleven Site LOP
2. Amendment #23 - CEC - RFM

July 7, 2026

Nick Bond
Development Director
City of Port Orchard
216 Prospect St
Port Orchard, WA 98366

Re: Port Orchard Community Events Center
Amendment 23 Request
7-Eleven Site
RFM Project: 2020002.00

Dear Nick,

Rice Fergus Miller (RFM) is pleased to present the following Letter of Proposal to amend our contract for the above referenced project.

I. Scope of Work

It is our understanding that you've requested our Civil Engineer, KPFF, to design the existing 7-Eleven site located on Port Street, adjacent to our Port Orchard Community Event Center site to coordinate the proposed grade and site changes on Port and Bay Street. Please refer to the attached Letter of Proposal from KPFF dated July 7, 2026 for a detailed description of their Scope of Work under this amendment. We have included minimal time for architectural project management and coordination of waterproofing details at connections to the building.

II. Exclusions

Landscape, Architectural, Structural, Mechanical, Electrical, and Plumbing design and documentation. All other exclusions established in our prime contract and succeeding contract amendments are applicable to this scope of work.

III. Schedule

Refer to KPFF's Letter of Proposal dated July 7, 2026 for projected schedule. This work will run independently from our ongoing CEC, Orchard Plaza and Shoreline Construction Documents Phase.

IV. Compensation

For the Scope of Services outlined above for Rice Fergus Miller and its consultants, compensation shall be an additional Forty Four Thousand Nine Hundred Forty Two Dollars (\$44,942.00) plus reimbursable expenses and any applicable taxes.

Port Orchard Community Events Center
Amendment 23 – 7-Eleven Site
July 7, 2026

Refer to attached Fee Exhibit A and consultant proposal showing additional fee breakdown for reference only. Consultant fees are calculated with RFM standard 12% markup.

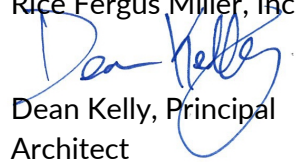
V. Terms of Agreement

Please provide an amendment to our South Kitsap Community Events Center contract upon accepting this proposal.

VI. Summary

Thank you for your continued trust in our team. We look forward to continuing our work with you. Please contact me if you have any questions.

Sincerely,
Rice Fergus Miller, Inc.



Dean Kelly, Principal
Architect

Attachments for reference only:
Exhibit A – RFM Fee Details
Exhibit B – KPFF Civil Engineer Consultant Proposal

RFM - Fee Details

Port Orchard Community Events Center



Project Number: 2020002
Amendment 23 - 7-Eleven Site

Phase Name	Consultant Type	Fee Type	Amount
AMENDMENT 23			
Rice Fergus Miller	Architect	Fixed Fee	\$7,400
KPFF	Civil Engineer	Fixed Fee	\$37,542
Total		Fixed Fee	\$44,942

RFM reserves the right to modify consultant costs through the duration of the project to complete the work under the agreed upon Fixed Fee total.

Date: July 8, 2026
Reviewed: Lorie Limson Cook



EXHIBIT B

July 7, 2026

Lorie Limson Cook
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA, 98337

Subject: Port Orchard Community Event Center
Amendment 23: Proposal for Civil Engineering Services for 711 Parking Lot Rework

Dear Lorie:

This proposal is for the following additional services request (ASRs) related to the scope progression associated with the Port Orchard Community Event Center (CEC):

- Updating CEC permit and construction documents to include the 711 Parking lot rework to tie into proposed CEC and SR166/Bay Street grades.

SCOPE OF WORK

This scope and fee capture the effort required to design and document the 711 Parking lot from a ~30% design exhibit discussed with the City to construction level of documentation. Construction Support Services (CSS) will be formally scoped at a later date; however, we have included a fee estimate for additional hours related to those efforts for budgeting purposes.

BASE SERVICES

The base scope of work will include updating the civil engineering documents to include the 711 Parking lot design. We anticipate this work being completed under the current CEC Land Disturbing Activity Permit (LDAP) during the first revision cycle. Portions of the work noted below have already been completed (initial coordination meetings and 1 round of vehicle turning studies).

PERMIT DOCUMENT UPDATES

The following civil efforts will be provided during the first round of permit corrections (90% design level):

- Coordinate with the project team. We anticipate attending up to 4 meetings, including two design team meetings and two meetings with the City to coordinate design efforts
 - We have included two rounds of review with Psomas to coordinate grading design documentation
- Coordinate with Bay Street/SR166 design team to incorporate driveway change into SR166 plans
- Prepare vehicle turning exhibits to demonstrate options for entry and exit for parking lot
 - We anticipate 3 rounds of vehicle turning
- Update the current permit level documents and drawings to include additional scope:
 - Site Demolition Plan
 - Temporary Erosion and Sediment Control (TESC) Plan
 - Grading and Storm Drainage Plan
 - Parking Lot Horizontal Control and Paving Plan
 - Update Civil technical specifications
 - Update TIR exhibits and narrative

CONSTRUCTION DOCUMENTS

The following civil efforts will be provided during construction document preparation (100%):

- Coordination with the project team. We anticipate attending up to three meetings, including one design team meeting and two meetings with the City to finalize design efforts
- Finalize civil technical specifications

STRUCTURAL RETAINING WALL

KPFF will provide the following structural engineering services for the design of the retaining wall on the western property edge:

- Calculations and stamped structural sketches/drawing (updates to the existing CEC set) suitable for submission to the City of Port Orchard.
- Attachment for fence (product selected/specified by others) to the top of the wall.

INFORMATION REQUIREMENTS

- Refer to proposal dated May 2, 2025 for information requirements.

ASSUMPTIONS

- Refer to proposal dated May 2, 2025 for list of assumptions.
- VE efforts are not anticipated for this scope of work.
- The existing Geotech report provided for the CEC is acceptable for use in designing this wall and parking lot.
- The new wall will not undermine the existing building and temporary shoring is not required as part of this scope.
- If the client requests the retaining wall and fence be rated for vehicle impact, KPFF will provide design for either a concrete or rolled steel barrier.
- The architect will provide necessary details for water proofing between the proposed raised pavement section of the parking lot and the existing building façade of 711.

SCHEDULE AND SEQUENCE

- We have assumed that the design work of this proposal will be substantially completed within 2026 and have assumed the following approximate durations by phase. We have not included allowances for schedule modifications or delays.
 - Permit Documents (2nd Submittal) 2 months
 - Construction Documents 2 months
- We assume the related projects in this vicinity will be completed in the following sequence:
 - ~~—Lift Station (Completed)~~
 - Bay Street ROW and utility improvements
 - ~~—Kitsap Bank Headquarters (Project cancelled)~~
 - CEC building and shoreline improvements
 - Orchard Plaza improvements (may be concurrent with CEC project work)

FEE

We propose to provide the above services for the following lump-sum (LS) or hourly (HR) fees in accordance with the contract, which are made part of this proposal.

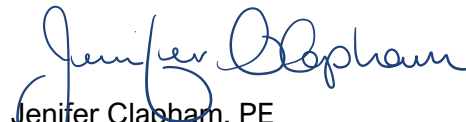
BASIC SERVICES

Civil Tasks	Lump Sum	Design Fees
Permit Updates & Construction Documents	LS	\$ 24,520
Structural Wall Design	LS	\$ 7,000
Addition of Vehicular Barrier to Wall	LS	\$ 2,000
<i>Total Basic Services</i>		<u>\$ 33,520</u>

Reimbursable expenses may include deliveries and reprographics of plan sets up to permit approval, and will be billed at our cost. We recommend an allowance of \$500.

We appreciate the opportunity to contribute to the success of Port Orchard's Community Event Center project redevelopment. If you have any questions regarding this proposal, please contact me at (206) 926-0549.

Sincerely,



Jenifer Clapham, PE
Principal

Enclosures

2200522

Amendment No. 23 to Contract No. C066-20
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH RICE FERGUS MILLER, INC.

THIS AMENDMENT to Contract No. C066-20 (“Amendment”) is made effective as of the ___ day of January, 2026, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and Rice Fergus Miller, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 275 5th St., Bremerton, WA 98337 (“Consultant”).

WHEREAS, on July 29, 2020, the City executed a Professional Services Agreement with Consultant for the South Kitsap Community Event Center Project (the “Project”) (“Underlying Agreement”); and

WHEREAS, on July 27, 2021, the City and Consultant executed Amendment No. 1 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on September 17, 2021, the City and Consultant executed Amendment No. 2 to the Underlying Agreement, adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on October 12, 2021, the City and Consultant executed Amendment No. 3 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

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WHEREAS, on March 21, 2022, the City and Consultant executed Amendment No. 5 to the Underlying Agreement, extending the contract term to accommodate the scope of work; and

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WHEREAS, on September 13, 2022, the City and the Consultant executed Amendment No. 7 to the Underlying Agreement, adding additional design work related to shoreline improvements and permitting; and

WHEREAS, on December 13, 2022, the City and the Consultant executed Amendment No. 8 to the Underlying Agreement, adding additional design work LEED Certification feasibility; and

WHEREAS, in February 2023, the City and Consultant executed Amendment No. 9 to the Underlying Agreement, adding a modification to the architectural plans to meet LEED silver certification; and

WHEREAS, in May 2023, the City and Consultant executed Amendment No. 10 to the Underlying

Agreement, making design modifications to portions of the CEC space to be occupied by the Library; and

WHEREAS, in June 2023, the City and Consultant executed Amendment No. 11 to the Underlying Agreement, extending site design scope to include Orchard Plaza Schematic Design as an element of the Community Event Center; and

WHEREAS, in December 2023, the City and Consultant executed Amendment No. 12 to the Underlying Agreement, incorporating on-call work necessary for the Project pertaining to necessary modifications to existing Washington State Department of Natural Resources aquatic land lease(s) and associated permits for the CEC; and

WHEREAS, in January 2024, the City and Consultant executed Amendment No. 13 to the Underlying Agreement, providing for the performance of the next phase of services, to include preparation of the following: Design Development (60% design level); Permits Documents (90% design level); and Construction Documents (100% design level); and

WHEREAS, in February 2025, the City and Consultant executed Amendment No. 14 to the Underlying Agreement, providing for a time-only extension of the contract to June 30, 2027; and

WHEREAS, in May 2025, the City and Consultant executed Amendment No. 15 to the Underlying Agreement, providing additional authority associated with the schedule extension set forth in Amendment No. 14 and associated necessary expansion of the scope of work to include storm drainage redesign due to the interplay between the CEC and Orchard Plaza project, with the SR 166 Bay Street project, and additional design work triggered by review comments received from federal and state regulatory agencies; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 16 to the Underlying Agreement, providing additional authority associated with the City's requested modification to the design to include revisions to the design for restroom facilities, the proposed "coworking space" to a meeting space, and modification of a window unit to a glass door system; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 17 to the Underlying Agreement, providing additional design services for a specialty signage related to donor recognition for the facility; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 18 to the Underlying Agreement, providing for additional work associated with the design of specialty signage for key historic markers on the site and inside the building, as required by the local Cultural Resources Permit Committee and U.S. Army Corps of Engineer; and

WHEREAS, in September 2025, the City and Consultant executed Amendment No. 19 to the Underlying Agreement, providing for additional preliminary design services for ancillary furniture within 14,600 square feet of furnishable space, and on September 2, 2025, and modifying the cost estimate accordingly; and

WHEREAS, in January 2026, the City and Consultant executed Amendment No. 20 to the Underlying Agreement, providing for additional design services for stormwater facilities to relieve inundation associated with increased impervious surfacing, and:

WHEREAS, in July 2026, the City and Consultant executed Amendment No. 21 for additional services for continued responses to City permit review comments, constructability review comments,

coordination with outside agencies (PSE, Kitsap Health District, U.S. Army Corps of Engineers), and additional meetings required to advance the projects to bid-ready documents, and Consultant and City agreed to terms for a modification to the Underlying Contract to address this concurrent work; and

WHEREAS, in July 2026, the City identified the need for additional services to add civil engineering design work for the existing 7-Eleven site located on Port Street to coordinate site grades, access, and stormwater functions between the 7-Eleven property and the adjacent CEC including coordination with planned improvements along Port Street and Bay Street (SR-166), and Consultant and City agreed to terms for a modification to the Underlying Contract to address this concurrent work; and

WHEREAS, the Parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

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

1. The Underlying Agreement, including previous Amendments Nos. 1-21, is amended as follows (amendment shown in legislative marks):
 - a. The Scope of Work is amended to add the tasks as set out in Attachment 1 hereto (Amendment #23 Request).
 - b. For the Amendment #23 Scope of Work, compensation for these services shall be based on the list of billing rates set out in Attachment 1 and incorporated herein by this reference, not to exceed \$44,942 for the performance of the Amendment #23 Scope of Work, plus reimbursable expenses and any applicable taxes, as set out in Attachment 1 hereto.
2. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

Printed Name and Title

ATTEST/AUTHENTICATED:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



City of Port Orchard

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

Agenda Staff Report

Discussion Items: 8.B. Council Ad-hoc Committee Council Rules - Draft - Continued

Meeting Date: July 28, 2026

Presenter:

Summary and Background:

Continue the discussion from July 21, 2026, City Council Work Study Session.

Relationship to Comprehensive Plan: N/A

Recommendation: N/A

Motion for Consideration: N/A

Has item been presented to Committee/Work Study? Yes

If so, which one: Work Study

Fiscal Impact: N/A

Alternatives: N/A

Attachments:

1. Port Orchard City Council Rules - Draft 2026.07.14
2. 2026 July POCC Code of Ethics

Section 1. Purpose

1.01 Authority.

These Rules of Procedure, the Port Orchard Municipal Code (POMC), and applicable provisions of the Revised Code of Washington (RCW), constitute the official Rules of Procedure for the Port Orchard City Council. Robert's Rules of Order shall govern the deliberations of the City Council except when in conflict with any of the rules set out in the Port Orchard Municipal Code or these Rules of Procedure.

1.02 Effect.

These Rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules are adopted in the manner provided by these Rules.

Section 2. City Council

The Port Orchard City Council serves as the city's legislative authority. The Council sets policies, adopts ordinances, approves the annual budget, and oversees the city's finances to ensure accountability and alignment with community priorities. While the Mayor and staff handle day-to-day administration, the Council provides policy direction and fiscal oversight that guide the city's work.

2.01 Swearing-In.

As provided for in Revised Code of Washington (RCW) 29A.60.280, 35A.12.040 and POMC XXX, Councilmembers shall take an oath of office upon commencement of their term of office. The oath will be recorded with Kitsap County. Councilmembers may be given the oath by a municipal judge, Kitsap County Auditor, Mayor or the City Clerk. The oath will include the wording provided in RCW 29A.04.133.

2.02 Election of Council President.

A. Timing.

Per POMC XXX, the election of Council President is to take place at the first Regular meeting of each calendar year.

B. Process.

The nomination and election process will proceed as follows:

1. The Mayor calls for nominations for Council President.
2. When there are no further nominations, the Mayor announces that nominations are closed.

3. The nominees are then voted on in the order the nominations were made. The vote is taken by voice and show of hands.
4. The process continues until a nominee receives a majority of the votes.
5. The first nominee receiving a majority vote is declared the new Council President.

2.03 Council Vacancy.

A. Authority.

Per RCW 42.12.070, the remaining members of the Council are vested with the responsibility for appointing a qualified person to fill a vacant Council position within 90 days of the vacancy.

B. Schedule.

Upon receiving a notice of resignation, the City Clerk will prepare an interview and appointment schedule for filling the Council vacancy and provide it to the City Council for feedback and approval at an upcoming Council meeting.

C. Notice.

The City Clerk will then distribute and publish notice of the vacancy for no less than one month. The application will be made available on the website.

D. Applicants.

The names of the applicants received by the deadline date and time and who have met the minimum qualifications will be circulated to Councilmembers. Applications will be provided in the agenda packet of the Council meeting at which applicant presentations will be made.

E. Presentations.

Applicant presentations will be made at a Regular or Special Council meeting. Each applicant will be allocated five minutes to provide a verbal presentation to City Council. The order of the presentations will be determined by a random drawing by the City Clerk. Upon the end of the presentation, councilmembers will have up to ten minutes to ask questions of the council applicant, followed by a closing statement by the applicant.

F. Executive Session.

Upon completion of the presentations, the City Council may convene into executive session to evaluate the qualifications of the applicants. Nominations, voting and selection of an applicant to fill the vacancy will be conducted during an open public meeting.

G. Appointment Process.

At the determined Council meeting in open session, the nomination and election process will proceed as follows:

1. The Mayor calls for nominations.
2. When there are no further nominations, the Mayor announces that nominations are closed.
3. The nominees are then voted on in the order the nominations were made. The vote is taken by voice and show of hands.
4. The process continues until a nominee receives a majority of the votes.
5. The first nominee receiving a majority vote is declared the new Councilmember.

H. Swearing In

The new Councilmember will be sworn into office immediately after appointment or as soon thereafter as feasible. The Councilmember shall serve the term as provided in Chapter 29A.24 RCW.

2.04 Appointments.

A. Standing Committees.

The appointments to the standing committees of the City Council will be made bi-annually based on the preference of each councilmember. The committees will consist of three Councilmembers each. If more than three councilmembers vie for the same committee, the council will choose the committee members by vote. The committee members at the first committee meeting will nominate and vote on a Chair.

B. Regional Boards.

These appointments will be made bi-annually based on the preference of each councilmember. In order to best represent the interests of the City, as is typically described in the adopted Regional Agenda, Councilmembers are encouraged to participate in local, regional, state and national committees, agencies and organizations.

Dedicated Seats are defined as seats on a board that is specifically reserved for an elected official of the Port Orchard City Council. (Examples: Puget Sound Regional Council, Kitsap Regional Coordinating Council, Kitsap Transit, Kitsap Economic Development Committee).

C. Appointment Authority for Dedicated and Optional Seats.

The Mayor has the opportunity to serve on seats that are dedicated to any elected official of the City and not specifically to a City Councilmember. Appointment to any remaining dedicated seats shall be made by a vote of the council.

Appointments to optional seats shall be made by the Mayor in coordination with the Council President. The Clerks office will notify Councilmembers of upcoming application deadlines to fill seats on vacant positions. Councilmembers desiring to serve in one of these seats shall submit a notice of interest to the Mayor and Council President. All efforts shall be made to accommodate the Councilmember preferences. The Mayor and Council President shall review and discuss all applications and appointments in order to share their perspectives on how the City's interests can be best served.

D. Notification.

The Mayor shall communicate the appointments to the City Council and the City Clerk. The City Clerk will include the appointments in the agenda packet of the next Regular Council meeting. The Council President will announce the appointments under Committee/Regional Reports or Councilmember Reports at a Regular Council meeting.

The Clerk's Office will transmit all decisions (applications, nominations or appointments) to the appropriate entity.

E. Vacancy.

If a vacancy should occur during the year, the appointment opportunity shall be communicated to the City Council. Councilmembers interested in filling the vacant standing committee seats, dedicated seats and optional regional appointment position(s) shall notify the respective appointing authority of their interest by the stated deadline. The appointments shall be made as provided in POMC XXX of these Rules.

Section 3. Council Protocols

3.01 Attendance.

A. Expectation.

Except otherwise noted herein, Councilmembers shall attend all Regular, Work Study and Special council meetings and standing committee meetings of which they are a member.

B. Excused Absences.

Councilmembers shall relay any scheduled travel or periods of absence to the Council President and City Clerk by email well in advance. An exception to the advance notification

will be made for emergency situations or unexpected situations that prevent attendance. When this notification is provided, the Councilmember absence shall be placed on the next agenda for approval of the council.

Councilmembers shall also inform the Council President if they will knowingly be late to any meetings.

Any excused absences approved by the council shall be noted in the minutes. Any absences that are not excused will be noted as unexcused in the minutes.

C. Lack of Attendance.

Per RCW 35A.12.060, if a Councilmember has more than three consecutive unexcused absences from Regular Council meetings, their seat shall become automatically become vacant. In addition, excessive, continued or prolonged excused absences or tardiness may be addressed by the City Council on a case-by-case basis.

If a councilmember misses 50 percent of a meeting, it will be considered an absence.

D. Absence of Mayor.

When the Mayor has a known absence extending over a Regular, Work Study or Special Council meeting, a notification will be sent in advance of the meeting to the City Council notifying them that the Council President will serve as Mayor pro tem.

3.02 Participation.

A. Quorum.

A quorum of the full City Council consists of four Councilmembers. A quorum is required to convene and conduct business at any City Council meeting.

B. Possible Quorum.

If a quorum of the Council is anticipated at a community or regional event or meeting, the City Clerk will evaluate the meeting/event circumstances to determine if a meeting noticing is needed to ensure compliance with the Open Public Meetings Act (OPMA). In the spirit of OPMA, Council shall make all efforts to follow the below protocol:

1. For events not related to City business: Four or more Councilmembers may attend, but may not discuss City business.
2. For events related to City business where a meeting notice has not been issued, three Councilmembers may attend. If a fourth Councilmember arrives, one Councilmember member will need to leave.

3. For events related to City business where a meeting has been noticed, four or more Councilmembers may attend.

3.03 Council Leadership Roles & Responsibilities.

A. Council President.

The Council President shall provide leadership to the Council by exercising the following duties:

1. Serve as the Mayor pro tem in the absence of the Mayor.
2. Coordinate agendas for Regular, Work Study and Special Council meetings in coordination with the Mayor (POMC XXX).
3. When needed, be the liaison between the Mayor and City Council to relay issues and concerns.
4. Provide input in the planning and coordination efforts for Council retreats/planning sessions and town halls.
5. Represent the City Council at events or designate another Councilmember to do so as appropriate.
6. If a councilmember engages in conduct that violates council procedures or applicable laws in the performance of their duties, the Council President will address the matter expediently with the councilmember and will subsequently inform the Council that the issue has been addressed.

3.04 Councilmember Training.

A. Orientation.

The City Clerk shall work to schedule orientations with each of the department directors upon appointment/election within 30 days.

B. Open Government Training.

Councilmembers shall receive the training required by the State of Washington on the fundamentals of the Open Public Meetings Act (OPMA), Public Records Act (PRA), and records retention requirements per RCW 42.56.150. The training may be provided by the City Clerk, the City Attorney, Association of Washington Cities (AWC), or any other appropriate entity.

C. General Training.

Councilmembers are also expected to review the AWC Mayor and Councilmember Handbook (see Appendix A) and participate in training on the role of a City Councilmember, such as that offered by the AWC.

D. Council Policies and Procedures

Councilmembers will be required to read and sign an acknowledgement of council policies and procedures within 30 days of taking the oath of office.

3.05 Open Public Meetings Act.

Communication shared among four or more Councilmembers, either concurrently or serially, must be restricted to providing information. Responses to such communication should be limited to ensure that Council business is conducted only at its scheduled meetings. Discussion of City business by a majority of the Council must be conducted in an open meeting. Use of any electronic communication (email, text, social media, etc.) to form a collective decision of the Council is inappropriate and violates the Open Public Meetings Act, RCW 42.56 (see also Appendix B and C).

3.06 Leadership Meetings. (Can this be deleted since it may be a duplicate of 3.03A)

Monthly meetings will be held between the Mayor and Council President.

The purpose of the meetings is to:

Review placement and timing of upcoming meeting agenda items and items on the Council planning calendar

Share pertinent informational updates

3.07 Council Representation.

A. Guidelines.

When meeting with, speaking to, or appearing before a community group or another governmental agency or representative, Councilmembers shall:

1. State the official City position, when a position has been taken, on an issue when representing the City or attending meetings in an official capacity as a Councilmember. Councilmembers will consult with the Mayor, if needed, to ensure they are informed on the position on any topics that are anticipated to be addressed.
2. Clearly state whether their comments reflect the official stance of the City Council or their individual position.
3. Consult with the City Attorney and Mayor regarding any topics that relate to City liability or current litigation so that they have a clear understanding of what maybe said prior to discussing.

B. Regional Boards.

Councilmembers participating in policy discussions at regional meetings will represent the consensus of the Council, when established, except where regional appointments require regional opinions. Personal positions, when given, will be identified and not represented as the position of the City. If a Councilmember desires to convey the position of the Council on a regional issue, they may solicit feedback under Committee/Outside Agencies Reports or Good of the Order at a Regular Council meeting. Information on the issue shall be provided to the Council in advance, when feasible, in order for Councilmembers to make an informed decision.

C. Media Alert.

Councilmembers shall send an email to the Council and Mayor as soon as possible after they have spoken with the media on a City issue.

3.08 Correspondence.

A. Incoming Correspondence. The following process shall be used for incoming correspondence:

1. Email: Messages to citycouncil@PortOrchardwa.gov or the City Council distribution list are automatically sent to each Councilmember and Mayor.
2. Physical mail: All physical correspondence, unless marked on the outside envelope, will be opened, date stamped and scanned and emailed to the City Council distribution list, or, if addressed to a specific Councilmember only, that Councilmember(s). The original is filed with the City Clerk.
3. Any correspondence dealing with City business that is mailed or emailed to a Councilmember at a personal address shall be provided to the City Office for normal processing, distribution and filing as noted above.
4. All email and mail shall be retained in accordance with the City's Public Records Policies.

B. Response Process.

The Council President will respond to correspondence addressed to the full Council and councilmembers@PortOrchardwa.gov. The message will include a statement that indicates individual Councilmembers may also respond.

For correspondence that includes the Mayor, a separate response may also be provided by the Mayor's Office.

For correspondence sent to a specific Councilmember by a member of the public, a response may be sent by that Councilmember. Councilmembers are encouraged to forward their response to the city clerk for distribution to all.

C. Response Content.

In providing a response, Councilmembers shall:

1. Clearly state whether their statements reflect the official stance of the City Council or their individual position;
2. State the official City Council position on an issue if responding on behalf of the City Council;
3. Consult with the City Attorney or Mayor on any topics that relate to City liability or current litigation so that they have a clear understanding of what maybe communicated prior to responding. Because of fiscal responsibilities, Councilmembers must consult with the Mayor prior to consulting the City Attorney before responding.

D. Quasi Judicial.

A quasi-judicial action is one in which the Council applies existing laws to a specific property or set of facts, typically involving land-use permits, variances, appeals, or other site-specific decisions.

Hearing Matters. Councilmembers shall not engage in any communication about the substance of a quasi-judicial matter with proponents, opponents, or interested parties outside the public hearing. Councilmembers shall not read or reply to any unofficial correspondence received on a quasi-judicial matter. Official correspondence will be provided to Councilmembers by the City, with copies provided to the parties, except for correspondence subject to the attorney/client privilege.

Unofficial correspondence received by a Councilmember regarding a quasi-judicial matter shall be forwarded to the City Clerk or staff lead on the matter, who will provide a reply to the sender explaining that Councilmembers are unable to receive information on items that relate to a current or upcoming quasi-judicial decision outside of a public hearing on that matter.

The correspondence will be reviewed by the staff lead who will exclude information that is not contained in the record before submittal to Council.

If Councilmembers inadvertently read correspondence received outside of a public hearing on a quasi-judicial matter or discuss the matter with anyone not an official with the city, they shall disclose the communication under the Appearance of Fairness

Disclosure. Disclosure shall be made at the outset of the City Council taking up the matter on its agenda.

E. Exceptions.

This policy does not pertain to mail, invitations, meeting notices, newsletters, or materials from outside agencies that do not pertain to City business.

3.09 Council/Staff Interactions.

A. Guidelines.

The following shall guide interactions between Councilmembers and City staff:

1. There will be mutual courtesy and respect from both City staff and Councilmembers toward each other and of their respective roles and responsibilities.
2. Because of staff work responsibilities, any meeting with Councilmembers will be at a mutually agreed upon time.
3. City staff will acknowledge the Council as policy makers. Councilmembers will acknowledge City staff as subject matter experts who provide consultation to the Council, legal risk and administer policies set by the Council.
4. Councilmembers shall not interfere with the operating rules or practices of any department other than by legislative action where authorized by applicable law. Any personnel concerns shall be communicated to the Mayor.
5. All Councilmember requests for information or staff action shall include or be as directed by the Mayor.
6. Councilmembers seeking advice or an opinion on city business from the City Attorney should first discuss the request with the Mayor to ensure there is sharing of pertinent information, efforts are not duplicated, and fiscal resources are respected. This is not intended to restrict Councilmembers from seeking legal advice directly from the City Attorney, particularly in cases related to conflicts of interest or appearance of fairness disclosures.
7. No individual Councilmember shall direct City staff, and all direction provided by the full Council shall, by default, be directed to the Mayor who may then allocate resources to address the action item.
8. Councilmembers shall not attempt to coerce or influence staff to engage in any act that is in conflict with, or creates an appearance of conflict with, the performance of official duties as cited in the Code of Ethics (see Appendix X).

B. No Surprise Rule.

Councilmembers should use best efforts to:

Contact the Mayor to advise of emerging issues.

Provide staff with advance notice of any questions or concerns they may have on agenda items prior to a public meeting, if possible, to allow for staff preparation. Responses to such requests will be provided to the full Council.

Provide the Mayor and City Council advance notice if planning to propose substantial amendments or revisions to any agenda item.

Council shall comply with the OPMA when complying with this rule.

3.10 Virtual (Remote) Attendance.

A. Circumstances.

Individual Councilmembers may participate virtually in a Council meeting under limited circumstances, such as a medical issue, illness or quarantine, or travel on City or personal business. Council Committee meetings are not subject to the OPMA where the Committee does not constitute a quorum of the Council, and does not take action on behalf of the Council (including conducting hearings or taking public comment). Committee meetings are virtual by default, unless otherwise directed by action of the Committee. If a member is unable to give their full attention to the meeting, they should request an excused absence. Virtual attendance in these circumstances does not require approval.

Councilmembers wishing to attend a meeting virtually for reasons other than those listed above must notify the Council President at least 48 hours in advance of the meeting. Virtual attendance granted for reasons other than those listed above (medical issue, illness or quarantine, or travel on City or personal business) may not exceed a total of four meetings per year.

An exception to this policy will be made for an entirely virtual meeting held under certain circumstances as set forth in RCW 42.30.070.

B. Role.

Virtual participation will be considered attendance at the meeting and shall be counted toward determination of a quorum. Councilmembers attending virtually shall participate and vote during the meeting.

C. Equipment Requirements.

Virtual participation will occur using a City approved virtual meeting platform.

At a minimum, Councilmembers must be able to be able to hear the meeting, be audible to all present, and have access to any visual presentations being provided during the meeting.

Councilmember backgrounds will be blurred or feature an official photo of the city of Port Orchard.

D. Presiding Officer.

The Mayor or Council President may attend a meeting virtually but shall pass the presiding officer role to another Councilmember who is physically present at the meeting, except when an entirely virtual meeting is held as allowed under certain circumstances as set forth in RCW 42.30.070. 20

E. Meeting Requirements & Procedures.

During any meeting that a Councilmember is attending virtually, the presiding officer or staff shall:

- Confirm that the Councilmember is audible to all attendees, that the Councilmember can adequately hear all other attendees, and that the Councilmember has access to any visual presentations.
- State for the record hat the Councilmember is attending virtually and the reasons for such attendance. The virtual participation will be noted in the minutes.

If an interruption to an audio or video connection occurs:

- If their attendance is required to maintain a quorum, the meeting will be recessed until their connection can be restored.
- If their attendance is NOT required to maintain a quorum, the meeting will proceed. If the virtual attendee cannot reconnect, they will be considered to have an excused absence for the remainder of the meeting.

Councilmembers participating virtually shall comply with all rules and procedures as if they were physically present at the meeting to the extent possible. In addition, the City office will provide Councilmembers attending virtually any specific virtual meeting procedures to be followed.

3.11 Dress Code

Councilmembers are expected to wear professional attire to all council events depending on where and when the event occurs, such as council chambers, ribbon

cutting, public meetings, etc. During council events if councilmembers wear a name badge it shall be the city issued name badge. Councilmembers will not wear any political campaign material during a meeting of the council.

Section 4. Council Meetings

4.01 General Meeting Guidelines.

All Council meetings shall comply with the requirements of the Open Public Meetings Act (RCW 42.30).

4.02 Meeting Types.

A. Regular Meetings.

Per POMC XXX, the City Council will adopt an annual resolution setting forth the dates and times of regular meetings for the following year. Regular meetings will also include a virtual attendance option using a virtual meeting software.

These Regular meetings will be the business meetings of the Council where formal Council action may be taken:

To allow for a summer and winter break, the City Council shall not hold a Regular meeting on the fourth Tuesday in the months of August or December,

B. Work Study

Regular Council Work Study meetings at 6:30 p.m. on the third Tuesdays of each month in the Council Chambers of City Hall. Work Study meetings will also include a virtual attendance option using a virtual meeting software. (I don't believe we have a work study in August)

C. Special Meetings.

Any meeting scheduled outside of the regular date, time or location of a Regular Council meeting is considered a Special meeting. The provisions for calling and noticing Special meetings are provided in POMC XXX and RCW 42.30.080. Special meetings may be called for a variety of reasons, such as to conduct business between Regular and Work Study meetings, devote time to a specific topic or issue, or to plan for the upcoming year. The Council may conduct business at Special Council meetings, including formal Council action when that business is included in the meeting notice and agenda per RCW 42.30.080. Special meetings shall include a virtual attendance option:

D. Town Halls.

The City Council will hold community engagement sessions. The purpose of these meetings will be to provide a forum to hear from the community on a variety of topics. The community sessions will be held at various locations throughout the City. The frequency of these meetings will be determined by the City Council annually. These sessions will include agenda items of community interest. The meetings will be facilitated by the Council President and noticed as Special meetings of the City Council.

E. Emergency Meetings.

An emergency meeting is a Special Council meeting called without the 24 hour notice. As provided in RCW 42.30.070 and POMC XXX, an emergency meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

F. Cancellations and Adjournment

Any Council meeting may be cancelled by the City Council by consensus or a majority vote, or by the Mayor for reasons including, but not limited to, a lack of agenda items, adverse weather conditions or an emergency. Notice of the cancellation will be provided by the City Clerk. In the event of a lack of quorum, adverse weather conditions or any other prohibition to conducting a scheduled Council meeting as planned, the City Clerk will attempt to determine an alternate meeting date and time in coordination with the Council. The City Clerk may then continue the agenda of the meeting to the established date and time. The date, time and location of the adjourned meeting shall be posted on the door of the meeting room and on the website as soon as is possible.

4.03 Presiding Officer.

A. Defined.

Per RCW 35A.12.100 and POMC XXX, the Mayor shall be the presiding officer of all Regular, Work Study and Special Council meetings. In the absence of the Mayor, the Council President shall serve as presiding officer.

B. Duties.

The presiding officer shall:

1. Preserve order and decorum.
2. Observe and enforce all rules adopted by the Council.

3. Open the meetings on time and call them to order.
4. Announce in proper sequence the business on the agenda.
5. Recognize members who are entitled to the floor.
6. Facilitate public comment at the appropriate times.
7. State and put to a vote all motions that arise during the meeting.
8. Protect the Council from frivolous or delaying motions.
9. Enforce the rules regarding debate and keep order.
10. Expedite business in a way compatible with the rights of the members.
11. Make a ruling on any points of order that are raised (see Section 4.25).
12. Respond to inquiries of members, or direct others to provide a response, related to parliamentary procedure or certain factual information on current business before the Council (point of information).
13. Declare the meeting adjourned.
14. Carry out any other duties as provided under Robert Rules of Order.

4.04 Agenda Preparation.

A. Agenda Items.

An item may be placed on a Council meeting agenda by the Mayor or by Councilmembers using the methods identified in Section 4.14.

B. Preparation.

The City Clerk shall prepare a draft agenda for each Council meeting specifying the time and place of the meeting and setting the title and any proposed Council action for each item on the agenda. Per POMC XXX, the Mayor and Council President shall approve the placement (timing and order) of items on the draft agenda. Following approval, a final agenda will be prepared by the City Clerk, distributed to Councilmembers and made publicly available no later than close of business Thursday. This will serve as the official agenda of the meeting and may only be altered by the Council at a public meeting.

4.05 Order of Business.

Per POMC XXX, the order of business shall be as follows:

The order of business for regular meetings shall be as follows:

- ~~(1)~~ Call to order;
- ~~(a)~~ Pledge of allegiance;
- ~~(2)~~ Approval of agenda;
- ~~(3)~~ Public comments;
- ~~(4)~~ Approval of consent agenda;
- ~~(5)~~ Public hearings;
- ~~(6)~~ Presentations;
- ~~(7)~~ Business items;
- ~~(8)~~ Council committees' reports;
- ~~(9)~~ Mayor's report;
- ~~(10)~~ Department directors' reports;
- ~~(11)~~ Public comments;
- ~~(12)~~ Executive session;
- ~~(a)~~ Motions as a result of executive session;
- ~~(13)~~ Committee meetings, date, time, and location.
- (14) Councilmember reports
- ~~(15)~~ Adjournment;

Per POMC XXX, the Mayor or any councilmember may move items up in the order of business at an open meeting, subject to a majority vote of the City Council.

4.06 Call to Order.

The presiding officer will call the meeting to order and indicate any Councilmember who has an excused absence. The presiding officer will then lead the City Council in the Pledge of Allegiance.

4.08 Public Comments.

A. When Accepted.

Public testimony shall be taken at all Regular Council meetings under the Public Comments section of the agenda, and during any public hearing when City facilities are open to the public.

B. Topic.

During Audience Comments, members of the public are invited to address the Council on any topic except:

- Public hearing items
- Quasi judicial items
- Campaign related matters, unless on the agenda (see RCW 42.17A.555)

C. Guidelines for Public Participation.

The following guidelines shall apply to any public comment before the City Council:

Sign in sheet: a sign in sheet will be available for those interested to testify.

1. Protocol: Each person addressing Council shall unmute their microphone (virtual attendees) or step to the lectern (in person attendees). Speakers are asked, but not required, to provide their name and address or relationship to the City for the record. Comments and presentations are limited to 3 minutes each.

2. Conduct: Personal attacks, obscene language, derogatory remarks or other conduct (i.e., shouting, booing, clapping, or stomping feet) that causes a disruption in the meeting will not be permitted. If a speaker is out of order, the presiding officer will direct the speaker to return to his or her seat or, for virtual attendees, may direct staff to mute their microphone. If a speaker does not comply, the presiding officer may take a recess to restore order. If a disruption to the meeting occurs and order cannot be restored, the presiding officer may proceed to use one of the options provided for in RCW 42.30.050 to ensure orderly continuation of the meeting, including cancelation or clearing the room.

3. Large Groups: For any groups in attendance that may be intending to speak on the same topic, the presiding officer will request that the group consider identifying a spokesperson to speak on behalf of the group, and that all those who would like to indicate support of a stated position by that spokesperson raise their hand so the Council can visually confirm the group's size. If the a group of six or more who are present at the meeting agree to a spokes person in lieu of each speaking, that spokesperson may have up to six minutes to address the council.

4. Visual Presentations: Visual presentations must be provided in advance to the Clerk Office. Presentations will be accepted up to two hours prior to the start of the meeting. If a visual presentation cannot be accommodated due to timing, technical or logistical issues, the Clerk Office will work with the individual to ensure that the City Council receives the content of the presentation as soon as practical.

5. Written Comments: Any written comments or documents provided under Audience Comments shall be submitted to the City Clerk. The City Clerk will provide the documents electronically to the City Council distribution list and copy any relevant City staff. The originals will be filed with the City Office.

6. Format: Council does not respond to comments made at the meeting; however, the Mayor may direct staff to follow up with the speaker as appropriate.

7. Availability: These guidelines for public participation shall be included in the Council meeting agendas.

4.09 Consent Agenda.

A. Purpose. POMC XXX provides for a Consent Agenda at City Council Regular meetings. The Consent Agenda is an effective time management tool that authorizes action on multiple items by one motion. This allows Council to focus on items that are controversial, have a high level of public interest, require significant financial or policy decisions or require a public hearing and have therefore been placed elsewhere on the agenda.

B. Placement.

Per POMC XXX, the Mayor shall approve the placement of items on the Consent Agenda. Items will be placed on the Consent Agenda based on whether they are: an exercise of existing City policy, routine, procedural, required by a regulatory change, have limited or no policy options, have minimal or budgeted financial impact or have been reviewed by an advisory body (board, commission, standing committee, etc.) or by Council at a prior meeting(s).

Examples of routine items that may be placed on the Consent Agenda include, but are not limited to:

- Approval of accounts payables & payroll
- Approval of minutes
- Capital project bid awards & acceptance
- Items setting a public hearing date & time

- Mayor's boards & commissions appointments
- Grant application submittal & acceptance
- Authorization to enter into contracts, leases and agreements
- Written informational updates

D. Removal.

After contacting the Mayor or Department Head for additional information, any Councilmember may, at a public meeting, make a motion to remove an item from the Consent Agenda for separate discussion and action. If removed by a majority vote of the council, the Mayor shall have discretion to place the item at an appropriate place on the agenda for deliberation at the current Council meeting.

4.11 Public Hearings.

A. Defined.

A public hearing is a formal proceeding for the City Council to receive public testimony on a specific topic. Public hearings shall be held at either a Regular or Special Council meeting.

B. Guidelines for Public Participation.

The guidelines for participation under Audience Comments (see Section 4.08(C)) also apply to public hearings, except that comments are limited to the subject of the public hearing.

C. Procedure.

The following procedures shall be used for public hearing items:

1. Introduction by presiding officer
2. Presentation by City staff
3. Public hearing:
 - a. Formally opened by presiding officer
 - b. Public testimony taken
 - c. Formally closed by presiding office (or continued, see Subsection D)
4. Council discussion with City staff
5. Council motion

6. Deliberation and call for vote

This section does not preclude Council from making any other allowable motions under Robert's Rules of Order.

D. Continuation.

Prior to closing the public hearing, it may be continued to a specific date and time by a majority vote of the City Council.

4.12 Quasi-Judicial Decisions and Appeals.

A. Description.

Per RCW 42.36.010, quasi-judicial decisions are those that determine the legal rights, duties, or privileges of specific parties based on a hearing or other contested case proceeding, such as preliminary plats, site specific rezones and appeals. Quasi-judicial decisions do not include legislative decisions adopting, revising, or amending comprehensive, community, or neighborhood plans or other planning documents, or the adoption of areawide zoning ordinances or the adoption of a zoning amendment that is of areawide significance. Quasi-judicial decisions require a decision be made by Council using a specific process.

B. Record.

The decision on a quasi-judicial matter shall be based upon and supported by evidence of record. The consists of all testimony or comment presented at the public hearing before the Hearing Examiner or City Council and all documents and exhibits that have been submitted. Quasi-judicial decisions may be either:

1. Open Record: An open record hearing is one in which all appropriate testimony, information, evidence, and documents may be admitted and considered in the hearing before the City Council.
2. Closed Record: In closed record proceedings, City Council is required to take action based on the factual record established at a prior open record public hearing and on the relevant decision criteria in the POMC. For an appeal, the decision is restricted to the facts presented in the proceedings that resulted in the appeal being filed, including any findings or minutes prepared. No new or arguments or issues may be presented.

C. Appearance of Fairness.

In quasi-judicial open record public hearings and closed record proceedings, Councilmembers shall comply with all applicable laws including the appearance of fairness doctrine (Chapter 42.36 RCW). The appearance of fairness doctrine:

1. Prohibits ex parte (outside of the hearing) communications with limited exceptions requiring disclosure on the record.
2. Prohibits a Councilmember from making a determination on the matter in advance of the hearing.
3. Requires the hearing to be fair and impartial.
4. Prohibits the participation of any Councilmember who has a conflict of interest or financial or other personal interest in the outcome of the hearing or proceedings.

A Councilmember shall consult with the City Attorney to determine whether they should recuse themselves from the quasi judicial discussion and decision. If a member is recused, they shall announce their intent under the Appearance of Fairness Disclosures and shall leave the Chamber. They will be considered absent when voting occurs.

D. Closed Record Appeal Procedures.

The following process shall be used for closed record appeal proceedings before the City Council:

1. Announcement of Project & Description of Process
2. Staff Presentation

The staff will present a description of the project, and a brief history of the project review, based upon the record. No opinions or issues are to be expressed or discussed at this time. Information shall be entirely factual and unbiased in order to set the state for subsequent presentation of opposing views.

3. Appellant Argument

The appellant will discuss the issues of the appeal and present an argument. Argument shall be made directly by the speakers without questioning from any party. Appellant may reserve rebuttal time.

4. Applicant Argument. Speakers representing the decision being appealed will discuss the issues of the appeal and present the reasons for positions taken that resulted in the appeal

5. Appellant Rebuttal Argument (if time reserved)

6. Questions from Council. The Council may ask any questions of the staff, appellant, or any person who has previously given testimony.

7, Closing of Argument Portion

8. Council Decision. Unless otherwise identified in the POMC, the Council may decide to:

a. Affirm the decision of the responsible official or group. The decision of the official group shall be affirmed unless the decision was not supported by substantial evidence or any portion was clearly erroneous. Is evidence that would persuade a fair minded person of the truth of the statement asserted. Means that after reviewing all the evidence the City Council is left with the definite and firm conviction the decision was in error. The City Council shall give substantial weight to the decision of the previous decision maker.

b. Remand to the responsible official or group, provided that remand would not result in more than one open record hearing on the matter.

c. Reverse or modify the decision of the responsible official or group based on the record. Written findings and conclusions will be prepared for adoption in accordance with the decision.

E. Open Record Appeal Procedures.

In the rare event an open record quasi-judicial appeal or hearing comes before the City Council, the City Attorney and staff lead shall work in coordination to establish the hearing procedures. The City Council decision options shall be the same as those under the Closed Record Appeal in subsection (D) of this section.

F. State Environmental Protection Action (SEPA) Appeal Procedures.

SEPA appeal procedures are established by RCW 43.21C.075 and POMC XXX, XXX, and XXX. Under these regulations, a SEPA appeal must be consolidated with the open record hearing or appeal on the underlying permit. If a SEPA appeal is heard by the City Council consolidated with an appeal of the underlying permit, the procedures for the appeal of the underlying permit shall apply. The City Council shall give substantial weight to the decision of the SEPA responsible official.

4.13 Regular Business.

A. Defined.

Regular business consists of items requiring Council action or direction

B. Procedure.

The following procedures shall be used for Regular Business items requiring Council action:

1. Introduction by presiding officer
2. Presentation by City staff
3. Summary of committee recommendation by Chair or designee (if item had a committee recommendation)
4. Council discussion with City staff
5. Council motion: moved and seconded
6. Deliberation and call for vote

This section does not preclude Council from making any other allowable motions under Robert's Rules of Order.

Agenda items may be postponed to a future meeting by a majority of those present, provided the returning meeting date or timeframe is included in the motion to postpone.

While motions are the preferred method for directing the City, there are situations when direction may be provided by consensus. This is limited to items that do not require formal Council action, and in situations when there is clear consensus (see Section 4.23(C)).

4.14 New Business Request.

The City Council may wish to bring forward items for discussion and action outside of the established annual work plan.

There are multiple ways that an additional work plan item may be brought forward by a Councilmember, including:

1. Direction provided by a majority of the Council at an open meeting by:
 - a. Amending a meeting agenda (Section 4.05)
 - b. Providing direction under consideration of a current work plan item
 - c. Request for consideration of new item raised during Council Reports, and approval of placement of new item on future meeting agenda by majority vote of Council
2. Forward by majority of Council Committee

This section is not intended to preclude any other process available under Robert’s Rules of Order, the Port Orchard Municipal Code, state law or these Rules of Procedure.

4.15 Committee/Regional Reports.

This is an opportunity for Councilmembers to verbally report on the following:

Standing Committees: The committee chair or their designee shall report on the preceding committee meeting(s). The report should include a list of topics considered and a brief summary of the committee recommendations.

- a) If the committee made are commendation on an item being considered under the Consent Agenda and the verbal report on the item has not yet been made, the Committee Chair may choose to make the report prior to the motion to approve the Consent Agenda (see Section 4.09).

Regional Board and Committees: Councilmembers may provide reports and updates of activities and discussions from each of the regional boards and committees to which they are appointed. If additional discussion or consensus is required on a regional issue, the topic may be brought up under Councilmember Reports.

Councilmembers shall avoid duplicate reporting and make best efforts to be concise.

4.16 Mayor’s Report.

The report will be provided to the City Council and will be delivered verbally at the Council meeting. The Mayor is limited to 10 minutes.

4.17 Councilmember Report.

The purpose of the Councilmember Report is to allow and City Council the opportunity to offer comments or observations, make announcements, or receive informal feedback on new work plan items. Councilmembers are limited to 5 minutes, may pass, but may not cede their time to another Councilmember.

4.18 Staff Updates/Reports

Updates will consist of informational staff presentations regarding projects, work plan items and other items of relevance that do not require immediate Council action or direction, but maybe referred for further action

4.19 Executive Session.

A. Defined.

An executive session is a portion of a Council meeting that is closed except to the Mayor, Council, City Attorney, and others as authorized or restricted. The public is restricted from attendance. The attendees are set by the Council and by applicable laws.

B. Procedure.

Executive sessions may be held during Regular or Special Council meetings and will be announced by the presiding officer. Executive sessions may be held for limited purposes as provided by state law as referenced in POMC XXX. Before convening an executive session it shall be announced:

1. The purpose of the executive session as set out in RCW 42.30.110;
2. The anticipated duration of the executive session; and
3. Whether action will be taken in open session following the executive session

C. Confidentiality.

Per RCW 42.23.070(4), Councilmembers shall maintain the confidentiality of all written materials and verbal information provided during executive sessions to ensure that the position is not compromised. Any written material provided at the executive session will be collected prior to the session ending. If a Councilmember unintentionally discloses executive session material with another party, the Councilmember shall promptly inform the Mayor and the City Council of the disclosure.

4.20 Minutes/Recording.

A. Responsibility With.

The City Clerk or designee shall attend all Regular, Work Study and Special Council meetings and keep an account of all proceedings of the Council in accordance with RCW 35.23.151 and 42.32.030. The draft meeting minutes shall be provided in the agenda packet of the meeting at which they are to be approved.

B. Action Minutes.

The minutes shall be limited to the content specified in Robert's Rules of Order, In keeping with action minutes, public comment, debate and discussion will not be included.

C. Corrections.

Corrections to the minutes shall be made as follows:

1. Before meeting: Provide any corrections/edits to the City Clerk in writing. The substantive changes will be provided to the Council in advance of the meeting
2. At meeting: Request to have the minutes removed from the Consent Agenda. A motion will be made to amend the minutes to incorporate any corrections/edits. The draft minutes shall be revised to include any amendments approved by a majority of the Council.

4.21 Seating.

The Mayor shall sit at the center of the dais. Council seats will be arranged in order of their position starting from the left hand side of the dais.

4.22 Rules of Debate.

A. Recognition.

When desiring to speak on an issue, a Councilmember shall signal the presiding officer and wait to be recognized.

B. Rules.

POMC XXX and Robert Rules of Order shall govern the rules of debate. Debate shall:

- Be addressed to the presiding officer
- Be concise and avoid repetitive arguments or discussion
- Be relevant to topic/motion at hand
- Be courteous and not include personal attacks

All Councilmembers shall have the opportunity to speak once on an issue before any Councilmember speaks a second time.

C. Participation of Nonmembers.

Although not voting members, the right to address Council during debate shall also be extended to the Mayor, Department Directors and City Attorney to ensure that timely information or clarification relevant to the debate is provided.

4.23 Motion Procedures.

A. Authority.

Robert's Rules of Order shall govern the making of motions.

B. Second.

Motions are required to have a second to be considered.

C. Consensus.

When the Council reaches a consensus on an item that does not require a formal motion, the presiding officer will summarize Council's consensus at the conclusion of the discussion.

4.24 Voting Procedures.

A. Procedure.

The default method for taking votes shall be voice vote, unless the meeting format makes a voice vote impractical. The presiding officer, Councilmember or City Clerk may request an alternate voting format, such as a roll call vote or voice vote with show of hands.

The procedures for voting shall be those outlined in Robert's Rules of Order, except that for roll call votes conducted during virtual meetings of the City Council the City Clerk shall maintain a record of the voting order.

The outcome of each vote will be announced by the presiding officer and recorded in the minutes.

If voting against a measure, councilmembers are encouraged but not required to state the reason why.

B. Vote Requirements.

Per RCW 35A.12.120, passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council (four votes).

Per RCW 35A.34.140, an ordinance granting emergency expenditures for nondebtable emergencies without notice or hearing shall require a vote of one more than the majority of all members of the Council (five votes).

Per RCW 35A.12.130, the Mayor may veto an ordinance, but the Mayor's veto can be overruled by a majority plus one of the entire Council (five votes).

For all other votes, the vote requirement is as specified by any applicable state or City law or Robert's Rules of Order. In the absence of a specific requirement, the vote requirement shall be a majority of those present so long as a quorum is present.

C. Tie Vote.

Per POMC XXX and RCW35A.12.100, the Mayor may vote in the case of a tie on certain items. If the tie is not broken, the motion fails.

D. Abstentions.

It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. Per POMC 2.06.120, a Councilmember who fails to vote on an issue, when that member has not been excused from voting due to a conflict of interest or appearance of fairness question, will have been determined to vote yes on the issue.

E. Conflicts of Interest.

Councilmembers are subject to the conflict of interest laws in Chapters 42.20 and 42.23 of the RCW. If a Councilmember believes they may have a conflict of interest, they are encouraged to discuss the law and any potential conflicts with the City Attorney prior to the meeting(s) at which the item will be addressed.

Councilmembers shall declare a potential conflict of interest prior to voting on the issue on which they may have a potential conflict. If so, the council shall excuse the member from voting on the issue. If a Councilmember is excused from voting, they shall leave the Chamber. They will be considered absent when voting occurs.

F. Reconsideration.

After the vote on a question has occurred, any Councilmember who voted in the majority on the item may move for reconsideration of the motion based on new information or an error in disclosure. The motion for reconsideration shall be made at the same or next Regular Council meeting, provided that the act voted on has not yet been approved. Reconsideration is not available for all motions. See Roberts Rules of Order for a list of motions that are not eligible for reconsideration.

4.25 Points of Order.

A Point of Order may be made by any Councilmember or the City Attorney or City Clerk to the presiding officer if they believe the rules of the Council are being violated. A Point of Order stops business temporarily. In response, the presiding officer must rule/advise on the item. A ruling may be made in consultation with the parliamentarian or other staff and may also be submitted to the Council for decision.

4.26 Parliamentary Procedure.

A. Parliamentarian.

The City Attorney, in consultation with the City Clerk, shall act as parliamentarian and advise the presiding officer on inquiries concerning parliamentary procedure, including interpretations of these Rules of Procedure.

B. Parliamentary Authority.

All cases not provided for in these Rules shall be governed by the current edition of Robert Rules of Order, Revised. In the event of a conflict, these Council Rules of Procedure shall prevail.

4.27 Staffing at Meetings.

Per POMC XXX, the Mayor designates which City staff are to attend City Council and Work Study meetings. Typical staffing will include the Department Directors, City Clerk, and City Attorney, or their designees, and any other relevant staff needed to present or respond to anticipated Council questions on scheduled agenda items.

4.28 Rules of Conduct.

A. General. To honor those speaking and minimize disturbances to others, while a meeting is in session:

1. Cell phones and other electronic devices shall be silenced.
2. Side conversations shall be avoided at all times.
3. Councilmembers should limit the use of electronic devices to access agenda materials and other agenda related information during meetings. Councilmembers shall not communicate with each other electronically during meetings on agenda items in order to maintain transparency and to ensure that all discussion and deliberation occurs publicly on the record.
4. All in attendance should utilize professional conduct that promotes the orderly, efficient, and respectful conduct of public business.
 - Remaining attentive and engaged in the proceedings.
 - Maintaining appropriate decorum and body language consistent with the dignity of the office, including refraining from behavior such as lying down, sleeping, or other conduct that demonstrates disengagement from the proceedings.
 - Consuming food or beverages in a manner that does not disrupt the meeting or interfere with the conduct of City business.

C. Obstructions.

Individuals may be asked to remove any banners, signs, or other objects or materials that are obstructing the view of those in attendance or are restricting movement through the aisles or exits.

D. Disruptions.

If a disruption to the meeting occurs and order cannot be restored, the presiding officer may proceed to use one of the options provided for in RCW 42.30.050 to ensure orderly continuation of the meeting.

Section 6. Standing Committees

6.01 Standing Committees.

A. Establishment.

The following standing committees are established. The committees shall review policy matters within their areas of purview and make recommendations to the full City Council. The committees are advisory only and will not take action.

- Economic Development and Tourism
- Utilities
- Finance
- Transportation
- Land Use
- Lodging Tax Advisory
- Sewer Advisory
- Ad Hoc (as needed)

B. Referrals.

The City's work plan items requiring policy review will be automatically referred by the Mayor to the standing committees based on the subject matter indicated in subsection A above.

The following items will be considered by the City Council at a Regular or Special meeting and will not be automatically referred to committees:

- Informational updates
- Policy items that are broad and overarching including: the budget; racial equity framework; workplan; strategic plan updates; and performance measures

- Any non-substantive items requiring Council action shall go directly to a Regular or Special Council meeting for action (i.e., accepting grant, authorizing contract bid award, etc.) (see Section 4.09)

Items may be referred to more than one committee if the item significantly impacts the purview of more than one committee and can reasonably be divided and considered separately, such as the Capital Improvement Plan.

If a Councilmember disagrees with the referral of an item, they may request that the Mayor review the rationale of the referral. The Mayor shall announce the outcome of their decision as to whether to uphold the initial referral or make a different referral under Councilmember Reports at the next Regular Council meeting.

The City Council may choose to refer any items to the standing committees by consensus at a Regular or Special Council meeting.

D. Membership.

Three Councilmembers will serve on each committee. No substitutions are allowed.

In order to ensure a quorum of the Council is not in attendance at a committee meeting, Councilmembers who are not on a standing committee are not allowed to attend those committee meetings. Councilmembers wishing to observe a meeting of a committee of which they are not a member are encouraged to view the posted video recording of the meeting.

Committee appointments will be made in accordance with Section 2.04 of these Rules. Committee members will continue to serve until their successors are appointed.

E. Committee Chair

Committee meetings shall be presided over by a Committee Chair whose role includes:

- a. Preside over meetings (for a specific list of responsibilities, see Section 4.03(B) of these Rules)
 - a. Facilitate discussion, including scheduled guests such as contractors and consultants
 - b. Clarify committee recommendations
- b. Review and approve committee agendas
- c. Coordinate with staff to schedule/cancel meetings
- d. Make reports at Council meetings

e. Serve as liaison for items that received a recommendation from the Committee

A Councilmember's role as committee chair shall not affect their right to participate in the meeting to the extent afforded all Councilmembers.

F. Agenda Preparation.

The applicable Department Director shall prepare a draft agenda for each committee meeting specifying the time and place of the meeting and setting the agenda items requiring the recommendation. If a committee meeting will be cancelled due to a lack of agenda items or any other non-emergency reasons, notice shall be provided as early as possible but no later than Friday preceding the scheduled meeting.

The Committee Chair shall approve the placement (timing and order) of items on the draft agenda.

Following approval, a final agenda will be made publicly available by the City Clerk. This will serve as the official agenda of the meeting.

The process for placing items on a Council meeting agenda established in Section 4.04(A) of these Rules shall also apply to placement of items on a standing committee agenda.

H. Recommendation.

The Committee shall make recommendations to the Department Director or Mayor on all City work plan items referred to it. The recommendation shall include any proposed changes to the proposal, timing and a recommendation for placement on the subsequent City Council meeting agenda for action.

The Committee's recommendation may be determined by informal consensus:

The Committee's recommendation will be provided by the Chair at the relevant Council.

Section 9. Amendment of Rules

These rules may be amended or new rules adopted by a vote of five votes of the full council.

Appendix

A. AWC|MRSC Mayor and Councilmember Handbook

B. MRSC|STATEAUDITOR Electronic Communication Tips

C. Information Technology Policy

D. Code of Ethic

CITY COUNCIL CODE OF ETHICS AND CONDUCT

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Port Orchard City Council.

2.0 Organizations Affected

City Council

3.0 References

XXX

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Port Orchard that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Port Orchard not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW-Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

1. that of a non-salaried officer of a non-profit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to

formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.

- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed

to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themselves, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, mayor or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Port Orchard is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. “Harassing Conduct.” As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone’s body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. “Retaliation.” Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee's job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office .

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.
2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the Mayor. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the Mayor shall provide it to the City Attorney who shall promptly review the information and determine whether the

complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration as well as to the Mayor and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within 5 (five) business days of the receipt of the report, the Mayor shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.

Within 5 (five) business days thereafter, the Mayor shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the Mayor in writing and shall state the reasons for their objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.
4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
 - (a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
 - (b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
 - (c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
 - (d) Civil penalties of \$500 and possible forfeiture of office pursuant to RCW 42.23.050.
 - (e) Removal or recall from office pursuant to state law.
 - (f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
 - (g) Initiation of appropriate civil actions against any person member who violates this Code.
 - (h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.