



City of Port Orchard Council Meeting Agenda
August 18, 2020
6:30 p.m.

Mayor:

Rob Putaansuu
 Administrative Official

Councilmembers:

Bek Ashby
 Finance Committee
 Economic Development & Tourism Committee
 Transportation Committee, **Chair**
 KRCC/KRCC PlanPol-alt /KRCC TransPol
 PSRC-alt/PSRC TransPOL-Alt/PRTPO

Shawn Cucciardi
 Finance Committee
 E/D & Tourism Committee, **Chair**
 Kitsap Economic Development Alliance

Fred Chang
 Economic Development & Tourism Committee
 Land Use Committee

Jay Rosapepe (Mayor Pro-Tempore)
 Utilities/Sewer Advisory Committee
 Land Use Committee
 Transportation Committee
 Lodging Tax Advisory Committee, **Chair**
 KRCC-alt

John Clauson
 Finance Committee, **Chair**
 Utilities/Sewer Advisory Committee
 Kitsap Public Health District-alt

Cindy Lucarelli
 Festival of Chimes & Lights Committee, **Chair**
 Utilities/Sewer Advisory Committee, **Chair**
 Kitsap Economic Development Alliance

Scott Diener
 Land Use Committee, **Chair**
 Transportation Committee

Department Directors:

Nicholas Bond, AICP
 Development Director
 Mark Dorsey, P.E.
 Director of Public Works/City Engineer

Tim Drury
 Municipal Court Judge

Noah Crocker, M.B.A.
 Finance Director

Matt Brown
 Police Chief

Brandy Rinearson, MMC, CPRO
 City Clerk

Meeting Location:

Council Chambers, 3rd Floor
 216 Prospect Street
 Port Orchard, WA 98366

Contact us:

(360) 876-4407
 cityhall@cityofportorchard.us

Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items.

The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time. Therefore;

Remote access only

Link: <https://us02web.zoom.us/j/86041923962>

Zoom Meeting ID: 860 4192 3962

Zoom Call-In: 1 253 215 8782

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

5. PRESENTATION

6. PUBLIC HEARING

A. Update to the City’s Development Fees Resolution (Bond) Page 3

7. BUSINESS ITEMS

A. Adoption of an Ordinance Accepting Three Benches Donated from Rotary Club of South Kitsap for Additional Seating Along the Waterfront (Crocker) Page 5

B. Adoption of an Ordinance Adopting a New Section 2.02.070 of the Port Orchard Municipal Code (POMC) Authorizing Adoption and Updates to Certain Fees by Resolution (Bond) Page 9

- C. Adoption of a Resolution Updating the Fee Schedules for the Departments of Community Development and Public Works (Bond) **Page 12**
- D. Adoption of a Resolution Approving a Contract with Pape and Sons Construction for the Maple Avenue Water Main Project (Dorsey) **Page 72**
- E. Approval of Amendment No. 1 to Contract No. 039-18, with BHC Consultants, LLC for the Well No. 13 Project (Dorsey) **Page 100**
- F. Approval of Change Order No. 3 to Contract No. 077-18, with Schneider Equipment, Inc. for the Well No. 13 Drilling Project (Dorsey) **Page 154**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Sewer Facility Charge Cashflow (Crocker)
- B. Lodging Tax Funding Allocations for 2021 (Rinearson) **Page 156**

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

(Please limit your comments to 3 minutes for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record)

13. 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.

14. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Finance	September 8, 2020; 5:00pm - 2 nd Tuesday of each month	Remote Access
Economic Development and Tourism	September 14, 2020; 9:30am - 2 nd Monday of each month	Remote Access
Utilities	September 15, 2020; 5:00pm - 3 rd Tuesday of each month	Remote Access
Sewer Advisory	September 16, 2020; 6:30pm	TBD
Land Use	August 31, 2020; 9:30am	Remote Access
Transportation	August 17, 2020; 9:30am	Remote Access
Lodging Tax Advisory	October, 2020	TBD
Festival of Chimes & Lights	August 24, 2020; 3:30pm - 3 rd Monday of each month	Remote Access
Outside Agency Committees	Varies	Varies

CITY COUNCIL GOOD OF THE ORDER

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.
 The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.
 Meeting materials are available on the City's website at: www.cityofportorchard.us or by contacting the City Clerk's office at (360) 876-4407.
 The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk's office should you need special accommodations

On August 11, 2020, this topic was discussed at City Council Finance Committee meeting. The Finance Committee reviewed the updated draft fee resolution and recommended that the City Council hold a public hearing on the draft at the August 18, 2020 regular Council meeting.

Recommendation: Staff recommends that the Mayor open the public hearing to take public testimony on the updated fee resolution.

Attachments: Documents attached to Business Item 7C



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of an Ordinance Accepting Three
Benches Donated from Rotary Club of South
Kitsap for Additional Seating Along the
Waterfront

Meeting Date: August 18, 2020
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: Per RCW 35.21.100, the City Council may accept donations of money or property by ordinance, and to acquiesce to any lawful terms or conditions imposed by the donor for the use of the money or property in the ordinance. Similarly, per Port Orchard Municipal Code 3.90.030, all monetary and nonmonetary donations with a current value greater than \$5,000 must be approved by the city council prior to acceptance.

The Rotary Club of South Kitsap desires to donate three benches valued at approximately \$9,336 to the City for the purposes of adding seating along the waterfront pathway.

The City desires to receive the benches and will be using staff time to install.

Recommendation: Staff recommends the Council adopt the ordinance accepting the donation of the three benches valued at an estimated amount of \$9,336 from the Rotary Club of South Kitsap for the purposes of adding seating along the waterfront pathway. Additionally, staff acknowledges and supports the use of City staff to install the benches as appropriate.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance accepting a donation of the three benches valued at an estimated amount of \$9,336 from the Rotary Club of South Kitsap and the use of City Staff resources to install the donation for the purposes of adding seating along the waterfront pathway.

Fiscal Impact: N/A

Alternatives: Do not approve ordinance and provide alternative guidance.

Attachments: Ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING A DONATION OF VALUE \$9,336 FROM ROTARY CLUB OF SOUTH KITSAP FOR THREE BENCHES; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35.21.100 authorizes the City Council to accept donations by ordinance and to execute any lawful terms or conditions associated therewith; and

WHEREAS, Rotary Club of South Kitsap desires to donate three benches worth and estimated value of \$9,336 to the City for the purposes of providing additional seating along the waterfront pathway; and

WHEREAS, the Council desires to accept the donation, and accepts the terms and conditions he has placed on the City's use of the donation; now, therefore,

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

SECTION 1. Findings and Recitals. The recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

SECTION 2. Acceptance of Donation. The City Council hereby accepts the donation of the three benches valued at an estimated amount of \$9,336 from the Rotary Club of South Kitsap for the purpose of adding seating along the waterfront pathway. The Mayor is instructed to take all necessary actions consistent with this acceptance.

SECTION 3. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

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

SECTION 5. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

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 18th day of August 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:



Rotary Club of South Kitsap

"Service Above Self"

Club Est. 1996

August 11, 2020

To whom it may concern.

The Rotary Club of South Kitsap is donating 3 park benches to be placed onto the Port Orchard waterfront pathway by the City.

The cost of these park benches is \$ 9,336.22 including taxes.

Respectfully,

A handwritten signature in black ink that reads "Mark Trenary". The signature is fluid and cursive, with a large loop at the end.

Mark Trenary
Lead of this project
Past President South Kitsap Rotary Club.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of an Ordinance Adopting a New
Section 2.02.070 POMC Authorizing
Adoption and Updates to Certain Fees by
Resolution

Meeting Date: August 18, 2020
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Issue: The Departments of Community Development and Public Works have presented an update to the City’s existing fee resolution, to be adopted at the August 18, 2020 City Council meeting. Historically, this fee resolution has been periodically updated by City Council under its general powers and authorities granted by statute. However, the City Attorney has recently advised that the authority for City Council to adopt and update fees by resolution for Community Development and Public Works land use and development services and permits should be codified in the Port Orchard Municipal Code (POMC). Therefore, staff has worked with the City Attorney to prepare a new section in Chapter 20.02 (Administration and Enforcement) of Title 20 (Unified Development Code) POMC to provide this authority.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council vote to adopt a new Section 20.02.070 POMC, authorizing the City Council to adopt and update fees by resolution relating to the administration of Title 20 POMC regarding applications, permits, appeals, and other land use and development services.

Motion for consideration: "I move to adopt an ordinance adopting a new Section 20.02.070 POMC, authorizing the City Council to adopt and update fees by resolution relating to the administration of Title 20 POMC regarding applications, permits, appeals, and other land use and development services."

Fiscal Impact: N/A

Alternatives: N/A. This ordinance should be adopted prior to approval of Resolution 034-20 (Update to the City’s Development Fees Resolution), which is also on the City Council’s August 18 business agenda.

Attachments: Ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 20.70 (ADMINISTRATION AND ENFORCEMENT) OF THE PORT ORCHARD MUNICIPAL CODE TO AUTHORIZE THE CITY COUNCIL TO ADOPT AND UPDATE CERTAIN FEES BY RESOLUTION; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 20 (Unified Development Code) of the Port Orchard Municipal Code (POMC) was adopted on June 13, 2017 (Ordinance 019-17); and

WHEREAS, Chapter 20.02 POMC sets forth the administrative and enforcement authority of the City of Port Orchard regarding land use and development regulations; and

WHEREAS, the City Council periodically adopts and updates fees by resolution to cover the administrative costs incurred by the Departments of Community Development and Public Works for certain services and permits; and

WHEREAS, the City Council wishes to add a new section to Chapter 20.70 POMC to codify its authority to adopt and update such fees by resolution; now, therefore

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

SECTION 1. Findings and Recitals. The recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

SECTION 2. A new Section 20.02.070 of the Port Orchard Municipal Code is hereby adopted to read as follows:

20.02.070 Fees. Application fees, appeal fees, permit fees, other fees, and fee policies related to the administration of this title may be adopted by resolution of the City Council and should be periodically updated.

SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 4. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 5. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

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 18th day of August 2020.

Robert Putansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

John Clauson, Council Member

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7C
Subject: Adoption of a Resolution Updating the
Fee Schedules for the Departments of
Community Development and Public
Works

Meeting Date: August 18, 2020
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: Earlier this evening, a Public Hearing was held to take testimony on whether the City Council should adopt updates to the current fee resolution for the Departments of Community Development and Public Works.

Staff has determined that the update is needed as it has been almost two years since the last fee resolution was adopted. Various code references have changed, and a newer version of the ICC building valuation data table is available. Additionally, the separate Hearing Examiner fees resolution is repealed ,and the moves Hearing Examiner fees to this resolution. Staff from Community Development and Public Works have worked to take these and other changes into consideration for the update to the City’s fee resolution.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council vote to adopt an updated City Fee Resolution.

Motion for consideration: “I move to adopt a Resolution repealing Resolution 019-08 and Resolution 046-18 and establishing fee schedules for the departments of Community Development and Public Works as presented.”

Fiscal Impact: Adopting a new fee resolution will increase building department revenues and ensure that the City has enough revenue to hire building plan review and inspection consultants for projects with valuations more than \$1,000,000.

Alternatives: N/A

Attachments: Draft Fee Resolution, Exhibit A (redline), existing Fee Resolution No. 046-18, existing Hearing Examiner Fees Resolution No. 019-08.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON
REPEALING AND REPLACING RESOLUTION NO. 046-18 AND
RESOLUTION NO. 019-08 AND ESTABLISHING NEW FEE SCHEDULES
FOR THE DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC
WORKS.**

WHEREAS, the City of Port Orchard is responsible for implementing land use regulations, planning and public works requirements, administering the building code, and other administrative duties; and

WHEREAS, the City incurs administrative costs associated with the implementation of city regulations and policies; and

WHEREAS, the City Council has adopted, through ordinance, regulations calling for the establishment of administrative fees to be set by resolution of the Council; and

WHEREAS, the City's current Community Development and Public Works Departments administrative fees were adopted in September 2018, with an effective date of October 15, 2018, as set forth in Resolution No. 046-18; and

WHEREAS, the City's current Hearing Examiner fees were adopted in March 2008 as set forth in Resolution No. 019-08; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update the City's administrative fees to ensure the fees are consistent with the services provided and cover the public cost of providing these services so that the public is not subsidizing individual benefits derived from public services; now, therefore,

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

THAT: Resolution No. 046-18 and Resolution No. 019-08 are hereby repealed in their entirety effective as of 11:59 pm on September 30, 2020.

THAT: The rates, fees and charges charged by the Community Development and Public Works Departments for the specified services are here by adopted as set forth on Exhibit "A" hereto, which is adopted by this reference.

THAT: This Resolution shall become effective immediately upon passage, but the fees set forth on Exhibit "A" shall be levied beginning at midnight, 12:00 a.m., October 1, 2020.

THAT: Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerkal errors, references, numbering, section/subsection numbers and any reference thereto.

THAT: Provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 18th day of August 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

Exhibit A to Resolution 034-20
FEE SCHEDULES FOR
DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. References to the director refer to the director of the Department of Community Development or his/her designee.
3. When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city. Upon determining that 3rd party review of special reports or plans is required, the city will obtain a fee estimate from its consultant and provide that estimate to the applicant and request payment to the city.
4. Some projects require more than one permit. ~~In some cases a~~ project ~~will~~ may require the payment of numerous fees from the tables below.

~~5. Each building, plumbing, mechanical, planning and land use, and public works permit/department review fee shall be assessed a technology fee surcharge of \$10.00 to cover the cost of the purchase and ongoing maintenance of the City's SMARTGov permitting system which was put into use in November of 2014. No technology fee refund shall be issued once the permit/review has been entered into the system.~~

Commented [EF1]: Fee moved to Table 26. Other Fees.

~~6.5. No inspections, including final inspections, will be scheduled or performed until all outstanding fees are paid.~~

~~7.6. Refunds: Refunds may be requested using the Permit Center's refund request form. The hourly rate used to calculate a deduction to a refund shall be \$75 per hour.~~

Commented [EF2]: Moved to Table 26. Other Fees.

a. Building Permit fees:

Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee for a permit that was issued by the City. If the permit fee was paid and a refund was requested prior to permit issuance, 100% of the permit fee may be refunded.

b. Plan Review Fees:

If an application is withdrawn, cancelled or returned prior to issuing a ~~building~~ permit, a refund shall be issued ~~to at~~ an amount equal to the plan review fee less actual time and materials spent on the project, provided no refund shall exceed 80% of the plan review fee. Plan review fees are non-refundable once the plan review has been completed or if the permit has been issued.

c. ~~Other Land Use~~ Permit/Application fees:

Refunds for Land Use permits ~~and other permit application types~~ may be authorized by the director. Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee.

~~8. All recording fees for approvals issued by the city shall be paid by the applicant.~~

Commented [EF3]: Moved to Table 26. Other Fees.

B. Building, Plumbing, and Mechanical Fee Policies

1. ~~Failure to pay established fees may result in one or more of the following: No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.~~

~~2.1. Per Section 109.4 of the IBC, any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an additional fee equal to the required permit cost in addition to the underlying permit costs.~~

~~• No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.~~

Commented [EF4]: Moved to Table 12.

~~3.2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive. When meaning that an applicant may be required to obtain a sign permit and a building permit, separate fees are required for each permit.~~

~~4. Minor revisions to plans which were previously reviewed and approved by the city shall be reviewed at a cost of \$75 per hour with a minimum of 1 hour billed.~~

Commented [EF5]: Moved to Table 3.

~~5. Valuation for Table 1 shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February 2018 table as attached hereto) except as noted in the BVD Table and when otherwise noted in Tables 2 and 3.~~

Commented [EF6]: Moved to

~~6.3. Per 2015 IBC 109.3, the applicant for a permit shall provide an estimated construction value at the time of application. The amount shall be rounded up to the next whole dollar. The amount shall be the contractor's bid price. For work not done by a contractor, the construction value shall include the price of materials, plus the fair market value of any donated, contributed or found labor and/or materials, multiplied by two (2). Construction value calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.~~

Commented [EF7]: Moved to Table 1. Fee Calculations

~~4. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a "basic plan" review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city's standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city's building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.~~

~~7.—~~

TABLE 1: Fee Calculations.

Permit fees and Plan Review fees shall be determined by using the calculations found in Table 1. Valuations shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February 2020 table as attached hereto) except as noted in the BVD Table and as otherwise set in Tables 2 and 3.

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000

\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Finish an existing basement	\$82.95	square foot
Conversion of an existing garage to residential space	\$59.79	square foot
New, repair, or alteration or addition to deck, uncovered	\$13.04	square foot
New Foundation only or under existing structure	\$13.04	square foot
New garage, shed, barn, or pole building (attached or detached)	\$38.16	square foot
Covered porch, covered deck; new, alteration, repair, or cover added	\$21.07	square foot
New, remodel, or repairs to freestanding roof structures and carports, other than porch or deck	\$21.07	square foot
Residential Interior Remodel	\$19.67	square foot

TABLE 3:

Miscellaneous:		
Building Permit Code	Amount	Unit of Measure
Shoreline bulkhead walls	\$118	Per Linear Foot
Demolition	\$65	Each
Fences over 6 feet in height	\$11.74	Per Linear Foot
Retaining walls	\$19.67	Per Linear Foot
Re-inspection <u>(charged for the 2nd reinspection and subsequent re-inspections of the same inspection).</u>	\$65	Each
Fire Alarm, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract <u>price</u> or materials x 2)
Fire Sprinkler, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract price)

		or materials x 2)
Fire Suppression System	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tank: Underground or Above Ground, Installation or Removal	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Temporary Tent & Membrane Structures	\$65	Each
Pyrotechnics Special Effects	\$65	Each
Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Roof: Wood Shake	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Residential Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$65	Each
Revised Certificate of Occupancy for business name or ownership change, or property ownership change.	\$50	Each
Manufactured or mobile home placed on lot or first time placement in MH park	\$130	Each

Manufactured or mobile home replacement in MH park	\$65	Each
Expired Permit Reactivation, no plan changes	50% of original fee	
Posted Stop Work	\$65	Each occurrence
<u>Work without a permit – penalty; Violator must obtain the necessary permit.</u>	<u>Permit fee is doubled, \$65 minimum.</u>	
Sign (when a building permit is required)	Apply Construction Value to Table 1	Construction value (contract or materials x 2)
Carport or Canopy, pre-fab kit installation	\$100	Each
Siding or Re-siding	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$135	Each
Single Family Residential plan review using a basic plan on a site specific lot	\$225	Each
Windows or Doors	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
<u>Plan review fee, minor revisions to plans which were previously reviewed and approved.</u>	<u>\$75</u>	<u>Per hour, minimum 1 hour.</u>
<u>Plan review fee, substantial revisions to plans which were previously reviewed and approved</u>	<u>Full plan review fee</u>	

Commented [EF8]: Moved to Table 26.

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 4 and 5 below.

TABLE 4:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each

Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
<u>Sewer Line Repair and/or Replace, Exterior</u>	<u>\$50.00</u>	<u>Each</u>
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each
Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub and/or with or without Shower, or Shower	\$9.80	Each
Water Heater	\$9.80	Each
<u>Water Line Repair and/or Replace, Exterior</u>	<u>\$50.00</u>	<u>Each</u>
Water Pipe Repair and/or Alteration Change, Interior	\$9.80	Each
Other	\$9.80	Each

Commented [EF9]: Moved fee from Public Works table. This is a Plumbing Permit not LDAP permit.

Commented [EF10]: Moved fee from Public Works table. This is a Plumbing Permit not LDAP permit.

TABLE 5:

Residential Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per
Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
<u>Sewer Line Repair and/or Replace, Exterior</u>	<u>\$50.00</u>	<u>Each</u>
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
<u>Water Line Repair and/or Replace, Exterior</u>	<u>\$50.00</u>	<u>Each</u>
<u>Water Pipe Change, Interior</u>	<u>\$7.00</u>	<u>Each</u>
Other	\$7.00	Each

Commented [EF11]: Moved fee from Public Works table. This is a Plumbing Permit not LDAP permit.

Commented [EF12]: Moved fee from Public Works table. This is a Plumbing Permit not LDAP permit.

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 6 and 7 below.

TABLE 6:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each

Air-Handling Unit > 10,000 CFM	\$18.10	Each
Class 1 Hood & Duct Systems	\$10.65	Each
Class 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove with exhaust	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each
Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each
Propane tank over 2000 gallons	\$10.65	Each

TABLE 7:

Residential Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Furnace Electric / Heat Pump/AC +/- ducting	\$14.80	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace Propane +/-Ducting	\$14.80	Each
Gas WH Vent and Combustion Air	\$10.65	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Heater, Wall or Baseboard	\$10.65	Each
Misc. Mechanical Equipment	\$10.65	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Propane Furnace +/- Ducting	\$14.80	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each
Generator	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified. Fees are based on an hourly rate of \$75.00.

TABLE 8:

Subdivision POMC Title 26	
Short Subdivision, Preliminary	\$1,100
Short Subdivision, Final	\$600
Short Subdivision, Preliminary, Amendment or Alteration	\$500
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 5-20 lots	\$2,000 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,000 + \$50 Per Lot plus Hearing Examiner Fee
Planned Residential Development Review per POMC 20.34.200	\$500 plus associated Preliminary Subdivision Plat Fee
Minor Modifications to a Preliminary Plat	\$500
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,000 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,000 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$200
Final Plat	\$1,000 + 50 Per Lot
Final Plat, vacation or alteration	\$1,000 + \$50 per lot plus Hearing Examiner fees
Preliminary -Binding Site Plan, <u>Preliminary</u>	\$1,100
Preliminary -Binding Site Plan, <u>Preliminary</u> , Alteration	\$500
Final -Binding Site Plan, <u>Final</u>	\$600
Final -Binding Site Plan, <u>Final</u> , Alteration or Vacation	\$500

TABLE 9:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.
SEPA Appeal Fee*	\$450

TABLE 10:

Shoreline Permits

Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 11:

Land Use Permits	
Administrative Conditional Use Permit	\$600
Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$75
Rezone (without Comp Plan Amendment)	\$1,275 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance, Administrative	\$600 300
Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee
View Protection Overlay District Exemption	\$100

TABLE 12:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Accessory Dwelling Units	\$75
Administrative Interpretation (POMC 23.40.030) (POMC Chapter 20.10)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Nonconforming Use	\$150
Pre-Application Meeting	\$150 (100% is credited to a <u>subsequent related</u> land use application if filed within 12 months)
Development Agreements	\$1,000 Deposit, which will be applied to the city's costs including city attorney fees

	regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
Forest Practices Application (Local Approval)	\$300
Landscape Plan Review Minor	\$225
Landscape Plan Review Major (Subdivisions with more than 20 lots, Developments larger than 20,000 square feet in area)	\$600
Other Appeal Fee*	\$450
Pre-Submittal Design Review	\$150 (up to 100% credited to a subsequent related permit application if filed within 12 months)
Tax Abatement Exemption Application	\$1,500.00
Zoning Verification Letter	\$75

* Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee (which shall include the fee set forth in the fee Resolution, plus the hearing examiner's fees charged to the City on the appeal), which appeal fee shall be returned to the appellant if the decision of the City is not sustained by the hearing examiner. If the hearing examiner sustains the decision, the appeal fee will be applied to any fees charged by the hearing examiner on the decision or appeal. If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged. If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

Commented [EF13]: This text moved to F. Appeals

Signs Permits

Signs may also require a building permit. See B.4 and Table 3.

TABLE 13:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Comprehensive Sign Plan (Sign Program)	\$500
Master Sign Plan Permit	\$300
Placement of WSDOT directional sign	\$75
Sign Variance	\$300

Books/Maps/Optical Discs/Other

TABLE 14:

Commented [EF14]: Moved to Section H, Table 26

Books/Maps/Optical Discs/Other	
Copies of Codes and Standards on Disc	\$5
Photocopies 11x17 and smaller (in-house copying); Refer to POMC 1.18.070 for public records requests	\$0.15 per page black and white or \$1 per page color
Map Scanning if above 11x17	\$3
Print Jobs on Plotter	\$3 per linear foot or portion thereof (36" width)
In-house binding of documents (plastic spine) (which are also printed in-house)	\$15
In-house binding of documents (3-ring binder) (which are also printed in-house)	\$10
GIS Data and Custom Maps	\$75 per hour to produce, minimum 1 hour
Public Notice signs	Actual cost + 25%
Mailing fee for Developer's issued permit package	USPS Priority Flat Rate + 25%

D. Public Works Department Fees

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified. [Fees are based on an hourly rate of \\$100.00.](#)

TABLE 1514:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of disturbance should be rounded to the nearest acre.
Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be	(Paid at the time of application submittal – covers hard surface

	constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee	\$50	
<u>Street Signs (provided by the city)</u>	<u>Actual Cost +25%</u>	-
<u>Tree cutting permit</u>	<u>\$50</u>	
Plan Revision Review to Approved Permit Drawings	\$100	Per hour of required plan review.
Latecomer Agreement Review Fee	\$500 Deposit	The applicant shall pay the actual fee, including city attorney costs, for preparing the latecomer agreement
<u>ROW Permit, Tier 1</u>	<u>\$50</u>	<u>For uses which do not include the physical disturbance of the right-of-way.</u>
<u>ROW Permit, Tier 2 (includes the first 100 Linear Feet of excavation / trenching)</u>	<u>\$230</u>	<u>For activities which alter the appearance, or disturb the surface or sub-surface, or allow long term use of the right-of-way.</u>
<u>ROW excavation / trenching, for every 300 Linear Feet or portion thereof after the first 100 Lin. Ft.</u>	<u>\$10</u>	
<u>ROW Utility Pole, new or replace</u>	<u>\$5 each</u>	<u>In addition to ROW Permit fee</u>
<u>Inspections outside of normal business hours (minimum charge – 2 hours)</u>	<u>Hourly Rate x 1.5 (\$300 minimum)</u>	
Work without a Permit - Penalty	Permit fee is doubled; <u>\$65 minimum.</u>	Violator must obtain the required permit and pay twice the normal permit fee

Commented [IS15]: Updated to match Kitsap County. Bremerton's minimum is \$307, Bainbridge is \$250, Poulsbo's is \$165 w/o pavement disturbance and \$495 w/ pavement disturbance.

TABLE 1615:

Street Vacations	
------------------	--

Street Vacation Petition Fee	\$120
Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.

TABLE 1716:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 1817:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

TABLE 1918: Concurrency Review (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B or C) for concurrency review as applicable.

Type of Review	A Application Fee (also the total review fee for applications reviewed in house by the City)	B Review Performed by Consultant – Application submitted after a scope and fee has been obtained	C Review Performed by Consultant – Application submitted prior to obtaining scope and fee (Deposit)
Transportation	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant

- The Director of Public Works shall make all determinations as to whether an application be reviewed by the city or be sent to the consultant for review.
- When a deposit is required pursuant to the above table, the deposit shall be applied to the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

E. Fire District Review and Inspection Fees.

A surcharge on the permit types identified in Tables ~~20-19~~ - ~~24-23~~ shall be collected if Fire District review and/or inspections take place. The minimum fee shall be \$100 except where specified in the tables. ~~The fee shall be paid at the time the permit is issued unless otherwise specified.~~

TABLE 2019:

BUILDING PERMITS	
Type	Amount
Commercial Addition	\$150
New Commercial Building	\$400
Tenant Certificate of Occupancy	\$75
New Cell Tower	\$150
Commercial or Government Miscellaneous	\$150
Minor Tenant Improvement: for projects with a construction value under \$6,000	\$75
Major Tenant Improvement: for projects with a construction value of \$6,000 or higher	\$250
Demolition	\$75
Commercial Waterfront	\$150
New Residential: Single family, ADU, Duplex	\$100
New Multi-family: Triplex and above	\$250
Residential Certificate of Occupancy	\$75
Other Permit Types with Flat Fees	\$100

TABLE ~~21-20~~:

FIRE CODE PERMITS	
Type	Amount
Fire Alarm	\$400
Fire Sprinkler	\$400
Fire Suppression System	\$400
Temporary Tent or Membrane Structure	\$400
Tank Install	\$400
Tank Decommission	\$400
High Pile Storage	\$400
Fire Code permit projects which are identified as highly complex shall be reviewed by a consultant under contract services. In addition to the fee listed above, the consultant fee shall be paid by the applicant and is due when the permit is issued.	

TABLE 2221:

LAND USE PERMITS	
Type	Amount
Boundary Line Adjustment	\$250
Conditional Use Permit	\$250
Preliminary Plat, Preliminary , or alteration Modifications to of	\$250
Final Plat, Final or alteration or vacation of	\$250
Final Binding Site Plan, Preliminary or Final or alteration of	\$250
Shoreline: Substantial Development, Conditional Use, Variance	\$250
Short Plat: Preliminary, Alteration or Final	\$250
Variance	\$250
Comprehensive Plan Amendment	\$250
Zone Reclassification (Rezone) <u>(This fee shall not be charged if paid on a Comprehensive Plan Amendment submitted concurrently)</u>	\$250

TABLE 2222:

PUBLIC WORKS PERMITS	
Type	Amount
Land Disturbance Activity Permit and/or Stormwater Drainage Permit (This fee shall not be charged more than once per project if the permits are issued simultaneously)	\$250
Right-of-Way	\$75
Other Permit Types with flat fees	\$100

TABLE 2423:

OTHER	
Type	Amount
Formal Pre-Application Conference (not credited towards a future application fee)	\$150
Cabaret License	\$100
Carnival License	\$100
Event Permit	\$100
Liquor or Marijuana License	\$100

Pawn Broker	\$100
Street Use Permit Application fee	\$50

F. Appeal Fees.

Fees are collected when the appeal is filed. Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee.

Appeals heard by the Hearing Examiner shall include a deposit for the Hearing Examiner's fees charged to the City on the appeal. The deposit shall be returned to the Appellant if the decision by the City is not sustained by the Hearing Examiner. If the hearing examiner sustains the decision, the deposit will be applied to any fees charged by the hearing examiner on the decision or appeal. If the appellant is the project applicant, the hearing examiner fees will be billed to the appellant, and preliminary approval of the project will be conditioned subject to payment of outstanding Hearing Examiner fees.

If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged.

If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

TABLE 24:

<u>Appeal Type</u>	<u>Appeal Body</u>	<u>Amount</u>
<u>Abatement</u>	<u>Hearing Officer</u>	<u>\$100</u>
<u>Building Code</u>	<u>Building Board of Appeals (BBOA)</u>	<u>\$450</u>
<u>Concurrency Denial</u>	<u>Public Works Director</u>	<u>\$100</u>
<u>Development Agreement</u>	<u>Same as underlying permit or associated legislative approval</u>	<u>Depends on underlying permit.</u>
<u>Director's Code Interpretation</u>	<u>Superior Court</u>	<u>Appeals and any associated fees go directly to Superior Court.</u>
<u>Fire Authority's Decision</u>	<u>Building Board of Appeals (BBOA)</u>	<u>\$450</u>
<u>Illicit Discharge Detection and Elimination (IDDE) Notice and Order, revocation of permit, or assessment of costs of abatement</u>	<u>City Council</u>	<u>\$450</u>
<u>IDDE Appeal, independent consultant services</u>	<u>City Council</u>	<u>\$500 - \$1,500 deposit for consultant services, actual costs to be paid.</u>
<u>Impact Fee Amount Reconsideration</u>	<u>Director</u>	<u>\$100</u>

<u>Impact Fee Amount Established Upon Reconsideration by the Director</u>	<u>Hearing Examiner</u>	<u>\$450</u>
<u>Impact Fee Credit Reconsideration</u>	<u>Director</u>	<u>\$100</u>
<u>Impact Fee Credit Established Upon Reconsideration by the Director</u>	<u>Hearing Examiner</u>	<u>\$450</u>
<u>SEPA Appeal</u>	<u>Same as underlying permit</u>	<u>\$450</u>
<u>Street Use Permit</u>	<u>Hearing Examiner</u>	<u>\$100</u>
<u>Type I, Director's Decision</u>	<u>Superior Court</u>	<u>Appeals and any associated fees go directly to Superior Court.</u>
<u>Type II Permit</u>	<u>Hearing Examiner</u>	<u>\$450.</u>
<u>Type II Permit, Deposit for a certified transcription of hearing for appeal from Hearing Examiner's decision</u>	<u>Hearing Examiner</u>	<u>Deposit is based on fee estimate from transcription service. After the final invoice, any remainder of the deposit shall be refunded. Any fees in excess of the deposit shall be paid by the applicant.</u>
<u>Type II Permit, appeal of Hearing Examiner's appeal decision</u>	<u>Superior Court</u>	<u>Appeals and any associated fees go directly to Superior Court.</u>
<u>Type III permit, appeal of Hearing Examiner's decision</u>	<u>Superior Court</u>	<u>Appeals and any associated fees go directly to Superior Court.</u>

G. Hearing Examiner Fees.

Hearing Examiner fees (excluding appeals to the Hearing Examiner) shall be the Hearing Examiner's actual costs, plus an administrative fee.

Fees and deposits are required to be paid when the application is submitted.

Hearing examiner fees will be secured from the deposited amount and any remainder shall be refunded to the applicant at the end of the appeal period.

Hearing Examiner fees in excess of the deposit amount will be billed to the applicant, and preliminary approval of the project will be conditioned subject to payment of outstanding Hearing Examiner fees.

TABLE 25:

<u>Type</u>	<u>Amount</u>
<u>TYPE III Hearing, Administrative fee</u>	<u>\$250 (non-refundable)</u>
<u>Type III Hearing, deposit</u>	<u>\$2,500,000 deposit</u>
<u>Appeal fee, for appeal of Hearing Examiner decision</u>	<u>See Table 24. Appeal Fees</u>
<u>Appeal fee, for appeals to the Hearing Examiner</u>	<u>See Table 24. Appeal Fees.</u>

Commented [EF16]: Currently in Res. No. 019 08

Commented [EF17]: Currently in Res. No. 019-08

H. Other Fees.

TABLE 26:

Other Fees	
<u>Electronic documents on digital storage media or devices</u>	<u>Actual cost</u>
<u>Photocopies, 8 ½ x 11</u>	<u>\$.15 per page</u>
<u>Community Development Maps, 24" x 36", color</u>	<u>\$9 each</u>
<u>Public Notice signs</u>	<u>Actual cost + 25%</u>
<u>Mailing fee for Developer's issued permit package</u>	<u>USPS Priority Flat Rate + 25%</u>
<u>Technology Fee, for each permit application entered in the electronic permitting system.</u>	<u>\$10 (non-refundable)</u>
<u>Refund, deduction calculation</u>	<u>\$75 per hour, staff time</u>
<u>Recording fees for permit-related documents recorded with the Kitsap County Auditor</u>	<u>Actual Cost</u>
<u>Posted Stop Work</u>	<u>\$65 for each occurrence (not charged when a Work Without a Permit penalty is required at the same time)</u>
<u>Notary Service</u>	<u>\$10 per stamp</u>

Exhibit A to Resolution 034-20
FEE SCHEDULES FOR
DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. References to the director refer to the director of the Department of Community Development or his/her designee.
3. When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city. Upon determining that 3rd party review of special reports or plans is required, the city will obtain a fee estimate from its consultant and provide that estimate to the applicant and request payment to the city.
4. Some projects require more than one permit. A project may require the payment of numerous fees from the tables below.
5. No inspections, including final inspections, will be scheduled or performed until all outstanding fees are paid.
6. Refunds: Refunds may be requested using the Permit Center's refund request form.
 - a. Building Permit fees:
Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee for a permit that was issued by the City. If the permit fee was paid and a refund was requested prior to permit issuance, 100% of the permit fee may be refunded.
 - b. Plan Review Fees:
If an application is withdrawn, cancelled or returned prior to issuing a permit, a refund shall be issued at an amount equal to the plan review fee less actual time and materials spent on the project, provided no refund shall exceed 80% of the plan review fee. Plan review fees are non-refundable once the plan review has been completed or if the permit has been issued.
 - c. Land Use Permit/Application fees:
Refunds for Land Use permits may be authorized by the director. Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee.

B. Building, Plumbing, and Mechanical Fee Policies

1. No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.
2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive. When an applicant is required to obtain a sign permit and a building permit, separate fees are required for each permit.
3. Per 2015 IBC 109.3, the applicant for a permit shall provide an estimated construction value at the time of application. The amount shall be rounded up to the next whole dollar. The amount shall be the contractor's bid price. For work not done by a contractor, the construction value shall include the price of materials, plus the fair market value of any donated, contributed or found materials, multiplied by two (2). Construction value calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.

4. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a “basic plan” review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city’s standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city’s building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.

TABLE 1: Fee Calculations.

Permit fees and Plan Review fees shall be determined by using the calculations found in Table 1. Valuations shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February 2020 table as attached hereto) except as noted in the BVD Table and as otherwise set in Tables 2 and 3.

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Finish an existing basement	\$82.95	square foot
Conversion of an existing garage to residential space	\$59.79	square foot
New, repair, or alteration or addition to deck, uncovered	\$13.04	square foot
New Foundation only or under existing structure	\$13.04	square foot
New garage, shed, barn, or pole building (attached or detached)	\$38.16	square foot

Covered porch, covered deck; new, alteration, repair, or cover added	\$21.07	square foot
New, remodel, or repairs to freestanding roof structures and carports, other than porch or deck	\$21.07	square foot
Residential Interior Remodel	\$19.67	square foot

TABLE 3:

Miscellaneous:		
Building Permit Code	Amount	Unit of Measure
Shoreline bulkhead walls	\$118	Per Linear Foot
Demolition	\$65	Each
Fences over 6 feet in height	\$11.74	Per Linear Foot
Retaining walls	\$19.67	Per Linear Foot
Re-inspection (charged for the 2 nd reinspection and subsequent re-inspections of the same inspection).	\$65	Each
Fire Alarm, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Fire Sprinkler, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Fire Suppression System	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tank: Underground or Above Ground, Installation or Removal	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Pyrotechnics Special Effects	\$65	Each
Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT

Roof: Wood Shake	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Residential Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$65	Each
Revised Certificate of Occupancy for business name or ownership change, or property ownership change.	\$50	Each
Manufactured or mobile home placed on lot or first time placement in MH park	\$130	Each
Manufactured or mobile home replacement in MH park	\$65	Each
Expired Permit Reactivation, no plan changes	50% of original fee	
Work without a permit – penalty; Violator must obtain the necessary permit.	Permit fee is doubled, \$65 minimum.	
Sign (when a building permit is required)	Apply Construction Value to Table 1	Construction value (contract or materials x 2)
Carport or Canopy, pre-fab kit installation	\$100	Each
Siding or Re-siding	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$135	Each
Single Family Residential plan review using a basic plan on a site specific lot	\$225	Each
Windows or Doors	Apply Construction Value to Table 1	Construction value

		(contract price or materials x 2)
Plan review fee, minor revisions to plans which were previously reviewed and approved.	\$75	Per hour, minimum 1 hour.
Plan review fee, substantial revisions to plans which were previously reviewed and approved	Full plan review fee	

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 4 and 5 below.

TABLE 4:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each
Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each
Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub with or without Shower, or Shower	\$9.80	Each
Water Heater	\$9.80	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$9.80	Each
Other	\$9.80	Each

TABLE 5:

Residential Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per

Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$7.00	Each
Other	\$7.00	Each

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 6 and 7 below.

TABLE 6:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each
Air-Handling Unit > 10,000 CFM	\$18.10	Each
Class 1 Hood & Duct Systems	\$10.65	Each
Class 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove with exhaust	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each
Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each
Propane tank over 2000 gallons	\$10.65	Each

TABLE 7:

Residential Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Furnace Electric / Heat Pump/AC +/- ducting	\$14.80	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace Propane +/-Ducting	\$14.80	Each
Gas WH Vent and Combustion Air	\$10.65	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Heater, Wall or Baseboard	\$10.65	Each
Misc. Mechanical Equipment	\$10.65	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Propane Furnace +/- Ducting	\$14.80	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each
Generator	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified. Fees are based on an hourly rate of \$75.00.

TABLE 8:

Subdivision POMC Title 26	
Short Subdivision, Preliminary	\$1,100
Short Subdivision, Final	\$600
Short Subdivision, Preliminary, or Alteration	\$500
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 5-20 lots	\$2,000 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,000 + \$50 Per Lot plus Hearing Examiner Fee
Planned Residential Development Review per POMC 20.34.200	\$500 plus associated Preliminary Subdivision Plat Fee
Minor Modifications to a Preliminary Plat	\$500
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,000 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,000 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$200
Final Plat	\$1,000 + 50 Per Lot
Final Plat, vacation or alteration	\$1,000 + \$50 per lot plus Hearing Examiner fees
Binding Site Plan, Preliminary	\$1,100
Binding Site Plan, Preliminary, Alteration	\$500

Binding Site Plan, Final	\$600
Binding Site Plan, Final, Alteration or Vacation	\$500

TABLE 9:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.

TABLE 10:

Shoreline Permits	
Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 11:

Land Use Permits	
Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$75
Rezone (without Comp Plan Amendment)	\$1,275 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance, Administrative	\$300
Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee

TABLE 12:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Accessory Dwelling Units	\$75
Administrative Interpretation (POMC Chapter 20.10)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Nonconforming Use	\$150
Pre-Application Meeting	\$150 (100% is credited to a subsequent related land use application if filed within 12 months)
Development Agreements	\$1,000 Deposit, which will be applied to the city's costs including city attorney fees regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
Forest Practices Application (Local Approval)	\$300
Pre-Submittal Design Review	\$150 (up to 100% credited to a subsequent related permit application if filed within 12 months)
Tax Abatement Exemption Application	\$1,500.00
Zoning Verification Letter	\$75

Signs Permits

Signs may also require a building permit. See B.4 and Table 3.

TABLE 13:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Master Sign Plan Permit	\$300
Placement of WSDOT directional sign	\$75
Sign Variance	\$300

D. Public Works Department Fees

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified. Fees are based on an hourly rate of \$100.00.

TABLE 14:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of disturbance should be rounded to the nearest acre.
Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	(Paid at the time of application submittal – covers hard surface and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee	\$50	
Tree cutting permit	\$50	

Plan Revision Review to Approved Permit Drawings	\$100	Per hour of required plan review.
Latecomer Agreement Review Fee	\$500 Deposit	The applicant shall pay the actual fee, including city attorney costs, for preparing the latecomer agreement
ROW Permit, Tier 1	\$50	For uses which do not include the physical disturbance of the right-of-way.
ROW Permit, Tier 2	\$230	For activities which alter the appearance, or disturb the surface or sub-surface, or allow long term use of the right-of-way.
Inspections outside of normal business hours (minimum charge – 2 hours)	Hourly Rate x 1.5 (\$300 minimum)	
Work without a Permit - Penalty	Permit fee is doubled; \$65 minimum.	Violator must obtain the required permit and pay twice the normal permit fee

TABLE 15:

Street Vacations	
Street Vacation Petition Fee	\$120
Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.

TABLE 16:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 17:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

TABLE 18: Concurrency Review (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B or C) for concurrency review as applicable.

Type of Review	A	B	C
----------------	---	---	---

	Application Fee (also the total review fee for applications reviewed in house by the City)	Review Performed by Consultant – Application submitted after a scope and fee has been obtained	Review Performed by Consultant – Application submitted prior to obtaining scope and fee (Deposit)
Transportation	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City’s Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City’s Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City’s Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant

2. The Director of Public Works shall make all determinations as to whether an application be reviewed by the city or be sent to the consultant for review.

3. When a deposit is required pursuant to the above table, the deposit shall be applied to the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

E. Fire District Review and Inspection Fees.

A surcharge on the permit types identified in Tables 19 - 23 shall be collected if Fire District review and/or inspections take place. The minimum fee shall be \$100 except where specified in the tables.

TABLE 19:

BUILDING PERMITS	
Type	Amount
Commercial Addition	\$150
New Commercial Building	\$400
Tenant Certificate of Occupancy	\$75
New Cell Tower	\$150
Commercial or Government Miscellaneous	\$150
Minor Tenant Improvement: for projects with a construction value under \$6,000	\$75
Major Tenant Improvement: for projects with a construction value of \$6,000 or higher	\$250
Demolition	\$75
Commercial Waterfront	\$150
New Residential: Single family, ADU, Duplex	\$100

New Multi-family: Triplex and above	\$250
Residential Certificate of Occupancy	\$75
Other Permit Types with Flat Fees	\$100

TABLE 20:

FIRE CODE PERMITS	
Type	Amount
Fire Alarm	\$400
Fire Sprinkler	\$400
Fire Suppression System	\$400
Temporary Tent or Membrane Structure	\$400
Tank Install	\$400
Tank Decommission	\$400
High Pile Storage	\$400
Fire Code permit projects which are identified as highly complex shall be reviewed by a consultant under contract services. In addition to the fee listed above, the consultant fee shall be paid by the applicant and is due when the permit is issued.	

TABLE 21:

LAND USE PERMITS	
Type	Amount
Boundary Line Adjustment	\$250
Conditional Use Permit	\$250
Plat, Preliminary, or Modifications to	\$250
Plat, Final or alteration or vacation	\$250
Binding Site Plan, Preliminary or Final	\$250
Shoreline: Substantial Development, Conditional Use, Variance	\$250
Short Plat: Preliminary, Alteration or Final	\$250
Variance	\$250
Comprehensive Plan Amendment	\$250
Zone Reclassification (Rezone) (This fee shall not be charged if paid on a Comprehensive Plan Amendment submitted concurrently)	\$250

TABLE 22:

PUBLIC WORKS PERMITS	
Type	Amount
Land Disturbance Activity Permit and/or Stormwater Drainage Permit (This fee shall not be charged more than once per project if the permits are issued simultaneously)	\$250
Right-of-Way	\$75
Other Permit Types with flat fees	\$100

TABLE 23:

OTHER	
Type	Amount
Formal Pre-Application Conference (not credited towards a future application fee)	\$150
Cabaret License	\$100
Carnival License	\$100
Event Permit	\$100
Liquor or Marijuana License	\$100
Pawn Broker	\$100
Street Use Permit Application fee	\$50

F. Appeal Fees.

Fees are collected when the appeal is filed. Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee.

Appeals heard by the Hearing Examiner shall include a deposit for the Hearing Examiner's fees charged to the City on the appeal. The deposit shall be returned to the Appellant if the decision by the City is not sustained by the Hearing Examiner. If the hearing examiner sustains the decision, the deposit will be applied to any fees charged by the hearing examiner on the decision or appeal. If the appellant is the project applicant, the hearing examiner fees will be billed to the appellant, and preliminary approval of the project will be conditioned subject to payment of outstanding Hearing Examiner fees.

If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged.

If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

TABLE 24:

Appeal Type	Appeal Body	Amount
Abatement	Hearing Officer	\$100
Building Code	Building Board of Appeals (BBOA)	\$450
Concurrency Denial	Public Works Director	\$100
Development Agreement	Same as underlying permit or associated legislative approval	Depends on underlying permit.
Director's Code Interpretation	Superior Court	Appeals and any associated fees go directly to Superior Court.
Fire Authority's Decision	Building Board of Appeals (BBOA)	\$450
Illicit Discharge Detection and Elimination (IDDE) Notice and Order, revocation of permit, or assessment of costs of abatement	City Council	\$450
IDDE Appeal, independent consultant services	City Council	\$500 - \$1,500 deposit for consultant services, actual costs to be paid.
Impact Fee Amount Reconsideration	Director	\$100
Impact Fee Amount Established Upon Reconsideration by the Director	Hearing Examiner	\$450
Impact Fee Credit Reconsideration	Director	\$100
Impact Fee Credit Established Upon Reconsideration by the Director	Hearing Examiner	\$450
SEPA Appeal	Same as underlying permit	\$450
Street Use Permit	Hearing Examiner	\$100
Type I, Director's Decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type II Permit	Hearing Examiner	\$450.
Type II Permit, Deposit for a certified transcription of hearing for appeal from Hearing Examiner's decision	Hearing Examiner	Deposit is based on fee estimate from transcription service. After the final invoice, any remainder of the deposit shall be refunded. Any fees in excess of the deposit shall be paid by the applicant.
Type II Permit, appeal of Hearing Examiner's appeal decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type III permit, appeal of Hearing Examiner's decision	Superior Court	Appeals and any associated fees go directly to Superior Court.

G. Hearing Examiner Fees.

Hearing Examiner fees (excluding appeals to the Hearing Examiner) shall be the Hearing Examiner’s actual costs, plus an administrative fee.

Fees and deposits are required to be paid when the application is submitted.

Hearing examiner fees will be secured from the deposited amount and any remainder shall be refunded to the applicant at the end of the appeal period.

Hearing Examiner fees in excess of the deposit amount will be billed to the applicant, and preliminary approval of the project will be conditioned subject to payment of outstanding Hearing Examiner fees.

TABLE 25:

Type	Amount
TYPE III Hearing, Administrative fee	\$250 (non-refundable)
Type III Hearing, deposit	\$3,000 deposit
Appeal fee, for appeal of Hearing Examiner decision	See Table 24. Appeal Fees
Appeal fee, for appeals to the Hearing Examiner	See Table 24. Appeal Fees.

H. Other Fees.

TABLE 26:

Other Fees	
Electronic documents on digital storage media or devices	Actual cost
Photocopies, 8 ½ x 11	\$0.15 per page
Community Development Maps, 24" x 36", color	\$9 each
Public Notice signs	Actual cost + 25%
Mailing fee for Developer’s issued permit package	USPS Priority Flat Rate + 25%
Technology Fee, for each permit application entered in the electronic permitting system.	\$10 (non-refundable)
Refund, deduction calculation	\$75 per hour, staff time
Recording fees for permit-related documents recorded with the Kitsap County Auditor	Actual Cost
Posted Stop Work	\$65 for each occurrence (not charged when a Work Without a Permit penalty is required at the same time)
Notary Service	\$10 per stamp

Building Valuation Data – February 2020

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c, d}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	169.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	0.00
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	0.00	305.67	276.99	0.00
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	0.00	203.26	176.05	0.00
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.63	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96

R-2 Residential, multiple family	167.27	160.48	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

RESOLUTION NO. 046-18

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON REPEALING RESOLUTION NO. 030-17 AND ESTABLISHING FEE SCHEDULES FOR THE DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

WHEREAS, the City of Port Orchard is responsible for implementing land use regulations, planning and public works requirements, administering the building code, and other administrative duties; and

WHEREAS, there are costs associated with the implementation of city regulations and policies; and

WHEREAS, the City's current Community Development and Public Works Departments administrative fees were adopted in May 2017 as set forth in Resolution No. 030-17; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update the City's administrative fees, now, therefore;

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

1. Resolution No. 030-17 is hereby repealed in its entirety.
2. The fees that will be charged by the Community Development and Public Works Departments for the specified services are listed in Exhibit "A".
3. Fees not listed in Exhibit "A" will be determined by the City Council.
4. The fees listed in Exhibit "A" shall take effect on October 15, 2018.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of September 2018.


Robert Putaansuu, Mayor

ATTEST:


Brandy Rinearson, MMC, City Clerk



Exhibit A to Resolution 046-18

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. References to the director refer to the director of the Department of Community Development or his/her designee.
3. When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city. Upon determining that 3rd party review of special reports or plans is required, the city will obtain a fee estimate from its consultant and provide that estimate to the applicant and request payment to the city.
4. Some projects require more than one permit. In some cases a project will require the payment of numerous fees from the tables below.
5. Each building, plumbing, mechanical, planning and land use, and public works permit/department review fee shall be assessed a technology fee surcharge of \$10.00 to cover the cost of the purchase and ongoing maintenance of the City's SMARTGov permitting system which was put into use in November of 2014. No technology fee refund shall be issued once the permit/review has been entered into the system.
6. No inspections, including final inspections, will be scheduled or performed until all outstanding fees are paid.
7. Refunds: The hourly rate used to calculate a deduction to a refund shall be \$75 per hour.
 - a. Building Permit fees:

Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee for a permit that was issued by the City. If the permit fee was paid and a refund was requested prior to permit issuance, 100% of the permit fee may be refunded.
 - b. Plan Review Fees:

If an application is withdrawn, cancelled or returned prior to issuing a building permit, a refund shall be issued to an amount equal to the plan review fee less actual time and materials spent on the project, provided no refund shall exceed 80% of the plan review fee. Plan review fees are non-refundable once the plan review has been completed or if the permit has been issued.
 - c. Other Permit/Application fees:

Refunds for Land Use permits and other permit application types may be authorized by the director. Refunds shall be issued at an amount equal to the permit fee less actual time and materials spent on the project; provided no refund shall exceed 80% of the initial permit fee.
8. All recording fees for approvals issued by the city shall be paid by the applicant.

B. Building, Plumbing, and Mechanical Fee Policies

1. Failure to pay established fees may result in one or more of the following:
 - Per Section 109.4 of the IBC, any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an additional fee equal to the required permit cost in addition to the underlying permit costs.

- No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.
2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive meaning that an applicant may be required to obtain a sign permit and a building permit.
 3. Minor revisions to plans which were previously reviewed and approved by the city shall be reviewed at a cost of \$75 per hour with a minimum of 1 hour billed.
 4. Valuation for Table 1 shall be determined using the IBC Building Valuation Data Table (BVD) (currently the August 2016 table as attached hereto) except as noted in the BVD Table and when otherwise noted in Tables 2 and 3.
 5. Per 2015 IBC 109.3, the applicant for a permit shall provide an estimated construction value at the time of application. The amount shall be rounded up to the next whole dollar. The amount shall include the fair market value of any donated, contributed or found labor and/or materials. Construction value calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.
 6. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a “basic plan” review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city’s standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city’s building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.

TABLE 1:

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Finish an existing basement	\$82.95	square foot
Conversion of an existing garage to residential space	\$59.79	square foot
New, repair, or alteration or addition to deck, uncovered	\$13.04	square foot
New Foundation only or under existing structure	\$13.04	square foot
New garage, shed, barn, or pole building (attached or detached)	\$38.16	square foot
Covered porch, covered deck; new, alteration, repair, or cover added	\$21.07	square foot
New, remodel, or repairs to freestanding roof structures and carports, other than porch or deck	\$21.07	square foot
Residential Interior Remodel	\$19.67	square foot

TABLE 3:

Miscellaneous:		
Building Permit Code	Amount	Unit of Measure
Shoreline bulkhead walls	\$118	Per Linear Foot
Demolition	\$65	Each
Fences over 6 feet in height	\$11.74	Per Linear Foot
Retaining walls	\$19.67	Per Linear Foot
Re-inspection	\$65	Each
Fire Alarm, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Fire Sprinkler, new or alterations to existing	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Fire Suppression System	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tank: Underground or Above Ground, Installation or Removal	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Temporary Tent & Membrane Structures	\$65	Each
Pyrotechnics Special Effects	\$65	Each

Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Roof: Wood Shake	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Residential Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$65	Each
Revised Certificate of Occupancy for business name or ownership change, or property ownership change.	\$50	Each
Manufactured or mobile home placed on lot or first time placement in MH park	\$130	Each
Manufactured or mobile home replacement in MH park	\$65	Each
Expired Permit Reactivation, no plan changes	50% of original fee	
Posted Stop Work	\$65	Each occurrence
Sign (when a building permit is required)	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Carport or Canopy, pre-fab kit installation	\$100	Each
Siding or Re-siding	Apply Construction	Calculate construction

	Value to Table 1	value at \$70 per 100 SQ FT
Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$135	Each
Single Family Residential plan review using a basic plan on a site specific lot	\$225	Each
Windows or Doors	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 4 and 5 below.

TABLE 4:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each
Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each
Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub and/or Shower	\$9.80	Each
Water Heater	\$9.80	Each
Water Pipe Repair and/or Alteration	\$9.80	Each
Other	\$9.80	Each
Exterior underground water line, repair or replace	\$50.00	Each
Exterior underground sewer line, repair or replace	\$50.00	Each

TABLE 5:

Residential Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per
Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
Other	\$7.00	Each
Exterior underground water line, repair or replace	\$50.00	Each
Exterior underground sewer line, repair or replace	\$50.00	Each

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 6 and 7 below.

TABLE 6:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each
Air-Handling Unit > 10,000 CFM	\$18.10	Each
Class 1 Hood & Duct Systems	\$10.65	Each
Class 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove with exhaust	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each
Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each

Propane tank over 2000 gallons	\$10.65	Each
--------------------------------	---------	------

TABLE 7:

Residential Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Furnace Electric / Heat Pump/AC +/- ducting	\$14.80	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace Propane +/-Ducting	\$14.80	Each
Gas WH Vent and Combustion Air	\$10.65	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Heater, Wall or Baseboard	\$10.65	Each
Misc. Mechanical Equipment	\$10.65	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Propane Furnace +/- Ducting	\$14.80	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each
Generator	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified. Fees are based on an hourly rate of \$75.00.

TABLE 8:

Subdivision	
Short Subdivision, Preliminary	\$1,100
Short Subdivision, Final	\$600
Short Subdivision, Preliminary Amendment or Alteration	\$500
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 5-20 lots	\$2,000 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,000 + \$50 Per Lot plus Hearing Examiner Fee
Planned Residential Development Review per POMC 20.34.200	\$500 plus associated Preliminary Subdivision Plat Fee
Minor Modifications to a Preliminary Plat	\$500
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,000 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,000 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$200
Final Plat	\$1,000 + 50 Per Lot

Final Plat, vacation or alteration	\$1,000 + \$50 per lot plus Hearing Examiner fees
Preliminary Binding Site Plan	\$1,100
Preliminary Binding Site Plan, Alteration	\$500
Final Binding Site Plan	\$600
Final Binding Site Plan, Alteration or Vacation	\$500

TABLE 9:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.
SEPA Appeal Fee*	\$450

TABLE 10:

Shoreline Permits	
Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 11:

Land Use Permits	
Administrative Conditional Use Permit	\$600
Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$75
Rezone (without Comp Plan Amendment)	\$1,275 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance Administrative	\$600

Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee
View Protection Overlay District Exemption	\$100

TABLE 12:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Administrative Interpretation (POMC 23.40.030)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Pre-Application Meeting	\$150 (100% is credited to a land use application if filed within 12 months)
Development Agreements	\$1,000 Deposit, which will be applied to the city's costs including city attorney fees regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
Forest Practices Application (Local Approval)	\$300
Landscape Plan Review Minor	\$225
Landscape Plan Review Major (Subdivisions with more than 20 lots, Developments larger than 20,000 square feet in area)	\$600
Other Appeal Fee*	\$450
Tax Abatement Exemption Application	\$1,500.00
Zoning Verification Letter	\$75

* Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee (which shall include the fee set forth in the fee Resolution, plus the hearing examiner's fees charged to the City on the appeal), which appeal fee shall be returned to the appellant if the decision of the City is not sustained by the hearing examiner. If the hearing examiner sustains the decision, the appeal fee will be applied to any fees charged by the hearing examiner on the decision or appeal. If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged. If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

Signs Permits

Signs may also require a building permit. See B.4 and Table 3.

TABLE 13:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Comprehensive Sign Plan (Sign Program)	\$500
Placement of WSDOT directional sign	\$75

Books/Maps/Optical Discs/Other

TABLE 14:

Books/Maps/Optical Discs/Other	
Copies of Codes and Standards on Disc	\$5
Photocopies 11x17 and smaller (in house copying); Refer to POMC 1.18.070 for public records requests	\$0.15 per page black and white or \$1 per page color
Map Scanning if above 11x17	\$3
Print Jobs on Plotter	\$3 per linear foot or portion thereof (36" width)
In house binding of documents (plastic spine) (which are also printed in house)	\$15
In house binding of documents (3 ring binder) (which are also printed in house)	\$10
GIS Data and Custom Maps	\$75 per hour to produce, minimum 1 hour
Public Notice signs	Actual cost + 25%
Mailing fee for Developer's issued permit package	USPS Priority Flat Rate + 25%

D. Public Works Department Fees

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 15:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of

	the next higher acre. \$100 minimum fee.	disturbance should be rounded to the nearest acre.
Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	(Paid at the time of application submittal – covers hard surface and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee		\$50
Street Signs (provided by the city)	Actual Cost +25%	
Plan Revision Review to Approved Permit Drawings		\$100
Latecomer Agreement Review Fee		\$500 Deposit
ROW Permit (Includes the first 100 Linear Feet of excavation / trenching)		\$50
ROW excavation / trenching, for every 300 Linear Feet or portion thereof after the first 100 Lin. Ft.		\$10
Work without a Permit - Penalty	Permit fee is doubled	Violator must obtain the required permit and pay twice the normal permit fee

TABLE 16:

Street Vacations	
Street Vacation Petition Fee	\$120

Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.
--	---

TABLE 17:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 18:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

TABLE 19: Concurrency Review (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B or C) for concurrency review as applicable.

Type of Review	A Application Fee (also the total review fee for applications reviewed in house by the City)	B Review Performed by Consultant – Application submitted after a scope and fee has been obtained	C Review Performed by Consultant – Application submitted prior to obtaining scope and fee (Deposit)
Transportation	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.	\$1000 Deposit, the actual fee for concurrency review to be paid by the applicant

2. The Director of Public Works shall make all determinations as to whether an application be reviewed by the city or be sent to the consultant for review.

3. When a deposit is required pursuant to the above table, the deposit shall be applied to the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

E. Fire District Review and Inspection Fees.

A surcharge on the permit types identified in Tables 20 - 24 shall be collected if Fire District review and/or inspections take place. The minimum fee shall be \$100 except where specified in the tables. The fee shall be paid at the time the permit is issued unless otherwise specified.

TABLE 20:

BUILDING PERMITS	
Type	Amount
Commercial Addition	\$150
New Commercial Building	\$400
Tenant Certificate of Occupancy	\$75
New Cell Tower	\$150
Commercial or Government Miscellaneous	\$150
Minor Tenant Improvement: for projects with a construction value under \$6,000	\$75
Major Tenant Improvement: for projects with a construction value of \$6,000 or higher	\$250
Demolition	\$75
Commercial Waterfront	\$150
New Residential: Single family, ADU, Duplex	\$100
New Multi-family: Triplex and above	\$250
Residential Certificate of Occupancy	\$75
Other Permit Types with Flat Fees	\$100

TABLE 21:

FIRE CODE PERMITS	
Type	Amount
Fire Alarm	\$400
Fire Sprinkler	\$400
Fire Suppression System	\$400
Temporary Tent or Membrane Structure	\$400
Tank Install	\$400
Tank Decommission	\$400
High Pile Storage	\$400
Fire Code permit projects which are identified as highly complex shall be reviewed by a consultant under contract services. In addition to the fee listed above, the consultant fee shall be paid by the applicant and is due when the permit is issued.	

TABLE 22:

LAND USE PERMITS	
Type	Amount
Boundary Line Adjustment	\$250
Conditional Use Permit	\$250
Preliminary Plat or alteration of	\$250
Final Plat or alteration of	\$250
Final Binding Site Plan or alteration of	\$250
Shoreline: Substantial Development, Conditional Use, Variance	\$250
Short Plat: Preliminary or Final	\$250
Variance	\$250
Comprehensive Plan Amendment	\$250
Zone Reclassification (Rezone)	\$250

TABLE 23:

PUBLIC WORKS PERMITS	
Type	Amount
Land Disturbance Activity Permit and/or Stormwater Drainage Permit (This fee shall not be charged more than once per project if the permits are issued simultaneously)	\$250
Right-of-Way	\$75
Other Permit Types with flat fees	\$100

TABLE 24:

OTHER	
Type	Amount
Formal Pre-Application Conference (not credited towards a future application fee)	\$150
Cabaret License	\$100
Carnival License	\$100
Event Permit	\$100
Liquor or Marijuana License	\$100
Pawn Broker	\$100
Street Use Permit Application fee	\$50

Building Valuation Data – February 2018

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c, d}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	239.41	231.54	226.03	216.67	203.74	197.86	209.82	186.11	179.13
A-1 Assembly, theaters, without stage	219.07	211.20	205.68	196.33	183.65	177.76	189.48	166.01	159.03
A-2 Assembly, nightclubs	188.23	182.77	178.14	170.93	161.13	156.68	164.92	145.88	140.94
A-2 Assembly, restaurants, bars, banquet halls	187.23	181.77	176.14	169.93	159.13	155.68	163.92	143.88	139.94
A-3 Assembly, churches	220.05	212.18	206.66	197.31	185.99	180.11	190.46	168.36	161.38
A-3 Assembly, general, community halls, libraries,	185.05	177.18	170.67	162.31	148.58	143.75	155.46	131.00	125.02
A-4 Assembly, arenas	218.07	210.20	203.68	195.33	181.65	176.76	188.48	164.01	158.03
B Business	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	114.08	108.82	102.59	98.59	88.51	84.45	94.44	74.21	69.43
F-2 Factory and industrial, low hazard	113.08	107.82	102.59	97.59	88.51	83.45	93.44	74.21	68.43
H-1 High Hazard, explosives	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	0.00
H234 High Hazard	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	62.30
H-5 HPM	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
I-1 Institutional, supervised environment	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
I-2 Institutional, hospitals	321.25	314.27	308.52	299.78	284.17	0.00	293.24	265.24	0.00
I-2 Institutional, nursing homes	222.99	216.01	210.27	201.52	187.89	0.00	194.98	168.96	0.00
I-3 Institutional, restrained	218.28	211.30	205.55	196.81	183.43	176.62	190.27	164.50	156.55
I-4 Institutional, day care facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
M Mercantile	140.27	134.81	129.18	122.96	112.68	109.23	116.95	97.44	93.50
R-1 Residential, hotels	193.08	186.60	181.24	173.68	159.89	155.58	173.77	143.39	138.97
R-2 Residential, multiple family	161.95	155.46	150.10	142.54	129.52	125.22	142.64	113.02	108.61
R-3 Residential, one- and two-family	151.10	146.99	143.20	139.61	134.50	130.95	137.27	125.85	118.45
R-4 Residential, care/assisted living facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
S-1 Storage, moderate hazard	105.73	100.48	94.25	90.25	80.38	76.32	86.10	66.08	61.30
S-2 Storage, low hazard	104.73	99.48	94.25	89.25	80.38	75.32	85.10	66.08	60.30
U Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.

- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

RESOLUTION NO. 019-08

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON
ESTABLISHING AMOUNTS FOR HEARING EXAMINER FEES.

WHEREAS, the City of Port Orchard is responsible for implementing land use regulations, planning and public works requirements, and other administrative duties related to public hearings; and

WHEREAS, there are costs associated with the implementation of City regulations and policies related to public hearings; and

WHEREAS, on December 19, 2007 the City Council passed Ordinance No. 046-07 for the purpose of establishing a Land Use Regulatory Code and creating a new Title 16 in the Port Orchard Municipal Code; and

WHEREAS, on December 19, 2007 the City Council passed Ordinance No. 047-07 for the purpose of creating a hearing examiner position for certain land use matters and adding a new chapter 2.76 to the Port Orchard Municipal Code; and

WHEREAS, on February 29, 2008 the Port Orchard Finance Committee reviewed and recommended approval to City Council of a Hearing Examiner Fee 1-Year Pilot Proposal, for the purpose of establishing Hearing Examiner fees for certain land use and administrative matters and evaluating the proposed fee structure at the end of 2008; now, therefore,

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

Section 1. Hearing Examiner fees for development permits or approvals for a Single Family Residence or Home Occupation permit shall be a \$700.00 fixed fee to be collected at time of application.

Section 2. Hearing Examiner fees for all other projects requiring an open record hearing shall be the Hearing Examiner's actual costs in addition to a \$250.00 administrative fee.

- a. A \$2,500.00 deposit is required at time of application.
- b. Upon issuance of the Hearing Examiner's decision, the Hearing Examiner's final invoice will be transmitted to the applicant.
- c. Hearing Examiner fees will be secured from the deposited amount and any remainder, refunded to the applicant at the end of the appeal period.
- d. Hearing Examiner fees in excess of the deposit amount will be billed to the applicant, and preliminary approval of the project will be conditioned, subject to payment of outstanding Hearing Examiner fees.

Section 3. Hearing Examiner's fees for appeals of administrative decisions shall be the Hearing Examiner's actual costs in addition to a \$700.00 administrative appeal fee.

- a. The appellant shall pay the \$700.00 administrative appeal fee upon submission of the notice of appeal.
- b. The appellant shall pay the Hearing Examiner's actual costs unless the Hearing Examiner reverses the administrative decision. If the appellant is the project applicant, the Hearing Examiner's fees will be billed to the appellant, and preliminary approval of the project will be conditioned, subject to payment of outstanding Hearing Examiner fees.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of March 2008.



Lary Coppola, MAYOR

ATTEST:



Michelle Merlino, City Clerk



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>August 18, 2020</u>
Subject:	<u>Adoption of a Resolution Approving</u>	Prepared by:	<u>K. Chris Hammer, P.E.</u>
	<u>a Contract with Pape and Sons</u>		<u>Assistant City Engineer</u>
	<u>Construction for the Maple Avenue</u>	Atty Routing No.:	<u>Public Works – Matter 9</u>
	<u>Water Main Project</u>	Atty Review Date:	<u>August 12, 2020</u>

Summary: The City identified the need to replace an existing 6 inch AC water main with a new 14” HDPE water main on Maple Avenue to provide for the transmission of water from the Well #13 site to lower zones of the water system (the “Maple Avenue Project”). Staff prepared a request for bids, and on July 10 and July 17, 2020, the City’s Public Works Department advertised for bids in the Port Orchard Independent, the Kitsap Sun, the Daily Journal of Commerce, and on the City’s Webpage. The request for bid package was also uploaded to the Washington Builder’s Exchange. Between July 29 and August 5, 2020, two (2) Addenda were issued and published in the Washington Builder’s Exchange. On the August 6, 2020 Bid Due Date, at 11:30 AM, the City opened the six (6) Sealed Bids timely submitted for the Maple Avenue Project. In general summary, the Sealed Bids received (applicable tax included) ranged from the apparent low of \$1,272,629.50 to the apparent high of \$1,709,166.87, with the Engineers Estimate at \$1,257,655.08. After reviewing the Bid Proposals, Staff determined that Pape and Sons Construction provided the lowest responsive and qualified Bid Proposal of \$1,272,629.50 for the Maple Avenue Water Main Project.

Relationship to Comprehensive Plan: Consistent with Chapter 7 - Utilities.

Recommendation: Staff recommends that the City Council adopt Resolution No. 025-20, thereby approving Contract No. C058-20 with Pape and Sons Construction, Inc in an amount not to exceed \$1,272,629.50 (applicable taxes included) for the Maple Avenue Water Main Project.

Motion for Consideration: I move to adopt Resolution No. 025-20, thereby approving and authorizing the Mayor to sign Contract No. C058-20 with Pape and Sons Construction, Inc in an amount not to exceed \$1,272,629.50 (applicable taxes included) for the Maple Avenue Water Main Project.

Fiscal Impact: Funding provided from Water Capital Fund 413.

Alternatives: Do not approve; reject all bids and re-bid.

Attachments: Resolution and Contract.

RESOLUTION NO. 025-20

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING CONTRACT NO. 058-20 WITH PAPE AND SONS CONTRUCTION FOR THE MAPLE AVENUE WATER MAIN PROJECT AND DOCUMENTING THE PROCUREMENT PROCEDURES.

WHEREAS, the City desires to replace an existing 6 inch AC water main with a new 14” HDPE water main on Maple Avenue to provide for the transmission of water from the Well #13 site to lower zones of the water system (the “Maple Avenue Project”); and

WHEREAS, Staff prepared a request for Bids and on July 10 2020 and July 17, 2020, the City’s Public Works Department advertised for bids in the Port Orchard Independent, the Kitsap Sun, the Daily Journal of Commerce, and on the City’s Webpage, and uploaded the Bid Documents to the Washington Builder’s Exchange, with an August 6, 2020 Bid Due Date; and

WHEREAS, between July 29, 2020 and August 5, 2020, the City issued two (2) Addendum and published them in the Washington Builders Exchange; and

WHEREAS, by the August 6, 2020, 11:00 AM Bid deadline, the City Clerk received six (6) sealed Bids, and Bids were opened live at 11:30 AM at a zoom meeting, noticed to all plan holders and the public was invited to attend on the City’s website, with Pape and Sons Construction declared the apparent responsive low Bid at the Bid opening; and

WHEREAS, after review of the Bids, the City determined that Pape and Sons Construction provided the lowest responsive and qualified Bid Proposal for the Maple Avenue Project; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor’s Office, wishes to document their selection/procurement process as described above for this particular contract by Resolution; now, therefore,

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

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

THAT: The City Council approves and authorizes the Mayor to execute Contract No. 025-20 with Pape and Sons Construction, Inc. for the Maple Avenue Water Main Project.

THAT: This Resolution shall be 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 18th day of August 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

PROPOSAL

CITY OF PORT ORCHARD
MAPLE AVENUE IMPROVEMENTS AND WATER MAIN REPLACEMENT PROJECT
CONTRACT NO. C058-20

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: PAPE & SONS CONSTRUCTION, INC State License No.: PAPESI*204DE

Date: 08/06/2020
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents 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. Bidder 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 Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder 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.

Contract Award

~~The award of the Contract will be based on WSDOT Standard Specifications Section 1-02.11, "Combination and Multiple Proposals."~~ The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-19

Contract Documents

Proposal

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of the Notice to Proceed date, s/he will meet with engineering personnel and begin work no earlier than the Notice to Proceed date, and complete the Base Bid construction within 90 calendar days of the Notice to Proceed date and if selected, the Base and Alternate Bids construction within 150 calendar days of the Notice to Proceed date.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
MAPLE AVENUE IMPROVEMENTS AND WATER REPLACEMENT PROJECT

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

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
WATER MAIN REPLACEMENT					
1.	Lump Sum	STD 1-09	Mobilization \$ ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 137,500.00	\$ 137,500.00
2.	Lump Sum	STD 1-07	SPCC Plan \$ ONE THOUSAND DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 1,000.00	\$ 1,000.00
3.	Lump Sum	STD 1-10	Temporary Traffic Control \$ TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 2,500.00	\$ 2,500.00
4.	Lump Sum	SP 2-09	Trench Safety Systems \$ FIVE THOUSAND DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 5,000.00	\$ 5,000.00
5.	Lump Sum	SP 1-05	Construction Surveying \$ ELEVEN THOUSAND DOLLARS AND NO CENTS (Price in Words) Price Lump Sum	\$ 11,000.00	\$ 11,000.00
6.	Force Account	SP 1-04	Resolution of Utility Conflicts \$ Two thousand five hundred dollars and no cents (Price in Words) Per Force Account	\$ 2,500.00	\$ 2,500.00
7.	Lump Sum	SP 2-01	Clearing and Grubbing \$ ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 11,500.00	\$ 11,500.00
8.	Lump Sum	SP 2-02	Removal of Structures & Obstructions \$ FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 52,500.00	\$ 52,500.00
9.	Force Account	SP 2-09	Additional Hazardous Materials Mitigation \$ Five thousand dollars and no cents (Price in Words) Per Force Account	\$ 5,000.00	\$ 5,000.00

Revised July 28, 2020
City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-21

Contract Documents

Schedule of Contract Prices

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
10.	20	SP 2-09	Removal of Unsuitable Material \$ TWENTY ONE DOLLARS AND SEVENTY FIVE CENTS (Price in Words) Per Cubic Yard	\$ 21.75	\$ 435.00
11.	5	STD 2-09	Controlled Density Fill (CDF) \$ TWO HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Cubic Yard	\$ 200.00	\$ 1,000.00
12.	2,300	STD 4-04	Crushed Surfacing Top and Base Course \$ THIRTY DOLLARS AND NO CENTS (Price in Words) Per Ton	\$ 30.00	\$ 69,000.00
13.	350	SP 7-01	Water Main Trench Drain, 3-Inch Perforated PVC \$ THIRTY FOUR DOLLARS AND NO CENTS (Price in Words) Per Linear Feet	\$ 34.00	\$ 11,900.00
14.	1,620	SP 7-09	HDPE Water Main, 14-Inch DR 11, DIPS (Open Cut Installed) \$ EIGHTY DOLLARS AND FIFTY CENTS (Price in Words) Per Linear Feet	\$ 80.50	\$ 130,410.00
15.	1,380	SP 7-10	14-Inch HDPE Water Main, DR 11, DIPS (Installed by HDD) \$ FOUR HUNDRED THREE DOLLARS AND SEVENTY FIVE CENTS (Price in Words) Per Linear Feet	\$ 403.75	\$ 557,175.00
16.	2	SP 7-09	Cut In and/or Connection to Existing Water System \$ SEVENTEEN THOUSAND DOLLARS AND NO CENTS (Price in Words) Each	\$ 17,000.00	\$ 34,000.00
17.	1	SP 7-12	Air/Vacuum Release Valve Assembly \$ FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (Price in Words) Each	\$ 4,500.00	\$ 4,500.00
18.	1	SP 7-12	Inserta Valve, 12-Inch \$ TWENTY TWO THOUSAND DOLLARS AND NO CENTS (Price in Words) Each	\$ 22,000.00	\$ 22,000.00
19.	1	SP 7-12	Gate Valve, 6-Inch \$ ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (Price in Words) Each	\$ 1,250.00	\$ 1,250.00

Revised July 28, 2020
City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-22

Contract Documents

Schedule of Contract Prices

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
20.	8	SP 7-12	Gate Valve, 12-Inch \$ TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (Price in Words) Each	\$ 2,950.00	\$ 23,600.00
21.	5	SP 7-15	Water Service, 3/4-Inch and 1-Inch \$ TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (Price in Words) Each	\$ 2,200.00	\$ 11,000.00
22.	320	SP 7-15	Customer Side Water Service, 3/4-Inch and 1-Inch \$ NINETEEN DOLLARS AND NO CENTS (Price in Words) Per Linear Feet	\$ 19.00	\$ 6,080.00
23.	Lump Sum	SP 7-12	Water Service for Cemetery Irrigation \$ TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 2,200.00	\$ 2,200.00
24.	Lump Sum	SP 8-01	Construction Stormwater General Permit and SWPPP \$ ONE THOUSAND DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 1,000.00	\$ 1,000.00
25.	Lump Sum	SP 8-01	Temporary Erosion and Water Pollution Control \$ TWENTY THOUSAND DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 20,000.00	\$ 20,000.00
26.	Lump Sum	SP 8-02	Site Restoration and Final Cleanup \$ SEVEN THOUSAND DOLLARS AND NO CENTS (Price in Words) Per Lump Sum	\$ 7,000.00	\$ 7,000.00
27.	400	SP 8-05	BMP T5.13, Soil Quality and Depth \$ TWENTY FIVE DOLLARS AND NO CENTS (Price in Words) Per Square Yard	\$ 25.00	\$ 10,000.00
28.	400	SP 8-01	Hydroseeding \$ TWO DOLLARS AND FIFTY CENTS (Price in Words) Per Square Yard	\$ 2.50	\$ 1,000.00
29.	Force Account	STD	Minor Changes \$ Twenty five thousand dollars and no cents (Price in Words) Per Force Account	\$ 25,000.00	\$25,000

Revised July 28, 2020
City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-23

Contract Documents

Schedule of Contract Prices

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
30.	Lump Sum	SP	Record Drawings		
		1-05	\$ FIVE HUNDRED DOLLARS AND NO CENTS	\$ 500.00	\$ 500.00
			(Price in Words) Per Lump Sum		

SUBTOTAL: \$ 1,167,550.00
SALES TAX (9%): \$ 105,079.50
TOTAL: \$ 1,272,629.50

SALES TAX

In accordance with Section 1-07.2(1) 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 associated with the Bid. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

Revised July 28, 2020
City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-24

Contract Documents

Schedule of Contract Prices

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than twenty-one (21) 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:

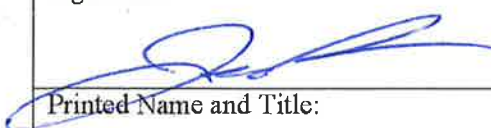
**CITY OF PORT ORCHARD
 MAPLE AVENUE IMPROVEMENTS AND WATER MAIN REPLACEMENT PROJECT
 CONTRACT NO. C058-20**

<u>1</u> Addendum No.	<u>7/29/2020</u> Date of Receipt	Addendum No.	Date of Receipt
<u>2</u> Addendum No.	<u>8/5/2020</u> 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 s/he 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: <p style="text-align: center;">AUGUST 6, 2020</p>
Printed Name and Title: <p>JAMES PAPE - PRESIDENT</p>	Location or Place Executed (City, State): <p style="text-align: center;">GIG HARBOR, WA</p>
Business Address: 9401 BUJACICH RD, STE 1A GIG HARBOR, WA 98332	Business Telephone: <p style="text-align: center;">253-851-6040</p>

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).

STATE OF WASHINGTON)
)ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that JAMES PAPE signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the PRESIDENT (title) of PAPE & SONS CONSTRUCTION, INC (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 6TH day of AUGUST, 2020.



Notary Public

Kathleen F. Irish

Printed Name

Commission Expires: March 26, 2024

This page intentionally left blank.

BIDDER'S QUALIFICATION FORM

CITY OF PORT ORCHARD
MAPLE AVENUE IMPROVEMENTS AND WATER MAIN REPLACEMENT PROJECT
CONTRACT NO. C058-20

1. Name of Contractor: PAPE & SONS CONSTRUCTION, INC
Address: 9401 BUJACICH RD, STE 1A, GIG HARBOR, WA 98332
2. Telephone No. (253) 851-6040 Fax No.: (253) 851-3290
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.: 378,813-00
4. Washington State Dept. of Licensing Contractor's Registration No. PAPESI*204DE
Expiration Date: 4/08/2021
5. Washington State Uniform Business Identifier No. 600 291 966
(Must have UBI number before the contract is awarded.)
6. Number of years engaged in contracting business under above name: 47 years
7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? YES PAPESI*204DE
8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? YES 378,813-00
9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): YES 443200 009
10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): YES 600 291 966
11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? NO
12. Until December 31, 2013, did the contractor violate RCW 39.04.370 more than one time as determined by the department of labor and industries? NO
13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? NO
14. Has the contractor violated the "Off-site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the department of labor and industries? NO
15. Particular types of construction performed by your company: _____
UNDERGROUND UTILITIES INSTALLATION, WATER & SEWER MAIN, SITE PREP & RESTORATION

City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project

LD-31

Contract Documents

Bidder's Qualification Form

16. Gross amount of contracts now on hand: \$ 8,800,000.00


17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone
SEE ATTACHMENT "A"			

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

Name	Title	Years of Construction Experience	Availability
Phil Sagen	Project Manager	15	as needed
Jeff Tomasovich	Foreman	37	as needed
Bryan Hughes	Foreman	21	as needed
James Pape	President	40	as needed

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.

By: 
(Authorized Signature)
Title: PRESIDENT - JAMES PAPE
Date: AUGUST 6, 2020

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

SELECTION OF RETAINAGE OPTION

CITY OF PORT ORCHARD
MAPLE AVENUE IMPROVEMENTS AND WATER MAIN REPLACEMENT PROJECT
CONTRACT NO. C058-20

Contract/Purchase Order Number: CONTRACT NO. C058-20
MAPLE AVE IMPROVEMENTS & WATER MAIN REPLACEMENT PROJECT

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

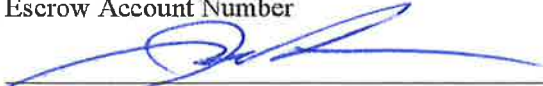
- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

N/A
Name of Financial Institution

N/A
Address of Financial Institution

N/A
City, State, Zip Code of Financial Institution

N/A
Escrow Account Number


Contractor's Signature JAMES PAPE - PRESIDENT

AUGUST 6, 2020
Date

This page intentionally left blank.

BID SECURITY

CITY OF PORT ORCHARD
MAPLE AVENUE IMPROVEMENTS AND WATER MAIN REPLACEMENT PROJECT
CONTRACT NO. C058-20

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$ _____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, Pape & Sons Construction, Inc. _____, as Principal and North American Specialty Insurance Company _____, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of Five Percent (5%) of Total Bid Amount _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for Maple Ave Improvements and Water Main Replacement Project Contract No. C058-20 _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 6th day of August, 2020.

Pape & Sons Construction, Inc.
Principal

[Signature]
Signature of Authorized Official

JAMES PAPE-PRESIDENT
Printed Name and Title

North American Specialty Insurance Company
Surety

[Signature]
Signature of Authorized Official

By Joanne Reinkensmeyer
Attorney-in-Fact (Attach Power of Attorney)

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

Hentschell & Associates, Inc.
1436 S. Union Ave.
Tacoma, WA 98405

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 Specification.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JULIE A. CRAKER,

KAREN J. SMITH, and JOANNE REINKENSMEYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 19 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of August, 2020.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

This page intentionally left blank.

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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 to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H EF
Revised 5/06

*City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project*

LD-37

Contract Documents

Non-Collusion declaration

This page intentionally left blank.



**Underutilized Disadvantaged Business
Enterprise Utilization Certification**

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: Page & Sons Construction Inc certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: N/A

Column 1 Name of UDBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to UDBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)
N/A				

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Total UDBE Commitment Dollar Amount _____
 Box 3 Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

This page intentionally left blank.



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name MAPLE AVE IMPROVEMENTS & WATER MAIN REPLACEMENT PROJECT
CONTRACT NO. C058-20

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name N/A
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015 EF
Revised 08/2012

City of Port Orchard
Maple Avenue Improvements and Water Main Replacement Project
Contract Documents

LD-41

Subcontractor List

PAPE RECENT PROJECTS COMPLETED/REFERENCES
ATTACHMENT "A"

Amount of Contract	Project Manager	Project Name	Completion Date	Owner or Representative
\$224,949.30	Phil Sagen	JACKSON AVE WATER MAIN RELOCATION 810	Jun-20	WEST SOUND UTILITY DISTRICT #1 2924 SE LUND AVE PORT ORCHARD, WA 98366 JOHN TAPIA 360-876-2545
\$399,899.41	Phil Sagen	CAMP SEYMOUR YMCA WATER SYSTEM 804	Jun-20	YMCA OF PIERCE & KITSAP COUNTIES 4717 S 19TH ST, STE 201 TACOMA, WA 98402 ED BRESSETTE 253-534-4728
\$175,390.25	Phil Sagen	AC WATER MAIN REPLACEMENT 807	May-20	TIMBERLAKE COMMUNITY CLUB 2880 E. TIMBERLAKE WEST DRIVE SHELTON, WA 98584 EVAN HENKE, PE 425-637-3693
\$96,130.00	Phil Sagen	RANCH ACRES MAIN REPLACEMENT 805	May-20	WASHINGTON WATER SERVICE CO PO BOX 336 GIG HARBOR, WA 98335 JOHN PUCCINELLI, PE 360-437-2042
\$68,923.45	Phil Sagen	WATER MAIN REPLACEMENT PROJ NO MRP2019-34 806	Apr-20	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 TROY SAGHAFI PE 253-502-8748
\$2,112,099.38	Brad Appleman	2019 SEWAGE PUMP STATION CW-4 REPLACEMENT 797	Apr-20	CITY OF BREMERTON PUBLIC WORKS 3027 OLYMPUS DRIVE BREMERTON, WA 98310 BILL DAVIS 360-473-2312
\$829,071.74	Phil Sagen	MARINE DR STORMWATER LID RETROFIT 799	Dec-19	CITY OF BREMERTON PUBLIC WORKS 3027 OLYMPUS DRIVE BREMERTON, WA 98310 KATIE KETTERER 360-473-5334
\$870,682.07	Phil Sagen	LIDSTROM WATER MAIN REPLACEMENT 800	Nov-19	WEST SOUND UTILITY DISTRICT #1 2924 SE LUND AVE PORT ORCHARD, WA 98366 GLEN SCREWS 360-874-5004
\$19,938.28	Phil Sagen	PARKWOOD SEWER 803	Oct-19	WEST SOUND UTILITY DISTRICT #1 2924 SE LUND AVE PORT ORCHARD, WA 98366 JOHN TAPIA 360-876-2545
\$1,031,235.05	Brad Appleman	STINSON AVE WATER MAIN REPLACEMENT 796	Oct-19	CITY OF GIG HARBOR 3510 GRANDVIEW STREET GIG HARBOR, WA 98335 AARON HULST 253-853-7620
\$105,622.66	Phil Sagen	FARALLONE SANITARY SEWER 801	Oct-19	CITY OF FIRCREST 115 RAMSDELL STREET FIRCREST, WA 98466 JERRY WAKEFIELD 253-584-8900
\$505,101.61	Phil Sagen	7TH ST IMPROVEMENTS WATERLINE REPLAC, 798	Aug-19	CITY OF ELMA 1235 MONTE ELMA RD ELMA, WA 98541 JIM STARKS 36-482-2212
\$2,559,164.54	Brad Appleman	LIFT STATION NO 2 PW 2017-07 771	Jul-19	CITY OF LACEY PO BOX 3400 LACEY, WA 98509 KEVEN INMAN 360-438-2682
\$289,977.51	Phil Sagen	WATER MAIN REPLACEMENT MRP 2018-24 795	Jul-19	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 GREG ARMSTRONG -253-502-8742
\$1,197,859.21	Brad Appleman	ARROWHEAD WATER MAIN REPLACEMENT PH 2 791	Jun-19	LAKEWOOD WATER DISTRICT PO BOX 99729 TACOMA, WA 98499 RANDALL BLACK - 253-588-4423
\$975,493.68	Phil Sagen	WATER MAIN REPLACEMENT MRP2017-17 788	Jun-19	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 GREG ARMSTRONG -253-502-8742
\$110,896.23	Brad Appleman	LIFT STATION #9A REHABILITATION 792	Jun-19	CITY OF GIG HARBOR 3510 GRANDVIEW STREET GIG HARBOR, WA 98335 MARCOS MCGRAW 253-853-2647
\$376,921.47	Phil Sagen	WATER MAIN REPLACEMENT MRP2017-27 790	May-19	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 RYAN FLYNN 253-396-3111
\$124,657.48	Brad Appleman	EMERGENCY REPAIR SEWER FORCEMAIN 794	Apr-19	CITY OF BREMERTON 239 4TH ST BREMERTON, WA 98337 NED LEVER 360-473-2396
\$ 415,111.05	Brad Appleman	DRAKE STREET LIFT STATION PROJECT 781	Nov-18	CITY OF FIRCREST 115 RAMSDELL STREET FIRCREST, WA 98466 BRIAN CASEY 253-627-1520
\$ 928,674.24	Phil Sagen	LAKE STEILACOOM DR REPLAC/REHABIL. JOB 690 784	Nov-18	LAKEWOOD WATER DISTRICT PO BOX 99729 TACOMA, WA 98499 RANDALL BLACK - 253-588-4423
\$485,322.87	Phil Sagen	WATER MAIN REPLACEMENT PROJ MRP2017-22 785	Nov-18	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 RYAN FLYNN 253-396-3111
\$245,573.63	Brad Appleman	BELA VISTA MAIN REPLACEMENT PHASE 1 787	Sep-18	KITSAP COUNTY PUD NO 1 PO BOX 1989 POULSBO, WA 98370 WILLIAM WHITELEY, P.E. 360-262-7747
\$ 95,652.86	Phil Sagen	WALLER RD CROSSING WATER MAIN JOB #701 784	Jun-18	LAKEWOOD WATER DISTRICT PO BOX 99729 TACOMA, WA 98499 RANDALL BLACK - 253-588-4423
\$ 175,285.14	Phil Sagen	FRP 2017-18 WATER MAIN 782	Jun-18	TACOMA PUBLIC UTILITIES 3628 S 35TH ST TACOMA, WA 98409 GREG ARMSTRONG -253-502-8742
\$188,536.00	Phil Sagen	FLORENCE STREET SEWER 780	May-18	CITY OF ENUMCLAW 1339 GRIFFIN AVE ENUMCLAW, WA 98022 SCOTT WOODBURY 360-615-5728
\$200,099.47	Phil Sagen	2018 CDBG WATERMAIN REPLACEMENT 779	Apr-18	TOWN OF BUCODA PO BOX 10 BUCODA, WA 98530 STEVE WILLIE 360-352-9456
\$412,039.11	Phil Sagen	RAMSDELL WATER MAIN PROJECT 778	Apr-18	CITY OF FIRCREST 115 RAMSDELL ST FIRCRESET, WA 98466 KIMBERLEY SAVAGE 253-473-4494

PAPE RECENT PROJECTS COMPLETED/REFERENCES
ATTACHMENT "A"

Amount of Contract	Project Manager	Project Name	Completion Date	Owner or Representative
\$362,663.54	Phil Sagen	Water Main Replacement Project MRP 2015-37 746	Mar-16	CITY OF TACOMA 747 MARKET ST STE# 408 TACOMA, WA 98402 LISA OESTREICH 253-594-7871
\$1,943,752.81	Brad Appleman	6th Ave & 9th Ave Pump Station Project 734	Mar-16	CITY OF POULSBO 200 NE MOE ST POULSBO, WA 98370 MIKE LUND - 360-394-9741
\$36,632.24	Brad Appleman	2015 Sidewalk Replacement Project 744	Jan-16	CITY OF BUCKLEY PO BOX D BUCKLEY, WA 98321 DOMINIC MILLER P.E. 360-292-7481
\$7,959.67	Brad Appleman	4TH Ave Stormwater Retrofit 115CCT - sub to CCT Construction, Inc	Oct-15	CITY OF OLYMPIA PO BOX 1967 OLYMPIA, WA 98507 CRAIG ANDERSON 360-753-8709
\$352,530.61	Brad Appleman	Phase VI Water Main 740	Oct-15	KITSAP COUNTY PUD NO 1 PO BOX 1989 POULSBO, WA 98370 WILLIAM WHITELEY, P.E. 360-262-7747
\$1,169,465.84	Brad Appleman	Phase V Water Main 739	Nov-15	KITSAP COUNTY PUD NO 1 PO BOX 1989 POULSBO, WA 98370 WILLIAM WHITELEY, P.E. 360-262-7747
\$421,559.48	Phil Sagen	Wastewater Sewer Replacement Proj ES15-0003F 738	Oct-15	CITY OF TACOMA 747 MARKET ST STE# 408 TACOMA, WA 98402 LISA OESTREICH 253-594-7871
\$493,936.83	Phil Sagen	70th Ave Water Main Replacement Proj. MRP2013-58 737 WVD15-0090F	Nov-15	CITY OF TACOMA 747 MARKET ST STE# 408 TACOMA, WA 98402 GREG ARMSTRONG -253-502-8742
\$196,132.13	Phil Sagen	Peabody Creek Water Quality Treatment Retrofit 736	Aug-15	CITY OF PORT ANGELES PO BOX 1150 PORT ANGELES, WA 98362 LUCIO BAACK 360-417-4720
\$383,794.06	Brad Appleman	Washington Ave Community Blvd 735 Subcontractor to RV Associates, Inc	Sep-15	CITY OF BREMERTON PUBLIC WORKS 3027 OLYMPUS DRIVE BREMERTON, WA 98310 EDUARDO ABAN 360-473-5270
\$762,723.11	Brad Appleman	Stellacoom Blvd SW Replacement & Rehabilitation 733	May-15	CITY OF LAKEWOOD - WATER DISTRICT PO BOX 99729 TACOMA, WA 98499-0729 RANDALL BLACK - 253-588-4423
\$76,353.99	Phil Sagen	Lakewood Water District AMI Project 732	Feb-15	CITY OF LAKEWOOD - WATER DISTRICT PO BOX 99729 TACOMA, WA 98499-0729 IAN BLACK - 253-588-4423
\$712,685.61	Brad Appleman	Central Business District Stormwater Retrofit #CN2014-07 731	May-15	CITY OF POULSBO 200 NE MOE ST POULSBO, WA 98370 BILL WHITELEY - 360-778-4078
\$339,730.38	Brad Appleman	2014 Sound Transit Water Main Relocations at Rail Crossings 730	Mar-15	CITY OF LAKEWOOD - WATER DISTRICT PO BOX 99729 TACOMA, WA 98499-0729 RANDALL BLACK - 253-588-4423
\$21,936.21	Brad Appleman	Carpenter Rd Air Release Valves/PW2014-21 729	Jan-15	CITY OF LACEY PO BOX 3400 LACEY, WA 98509-3400 KEVIN INMAN - 360-438-2682
\$1,153,251.75	Phil Sagen	LID 8652-1, 8652-2 & 8655-1- PW14-0019F 728	Apr-15	CITY OF TACOMA 747 MARKET ST STE# 408 TACOMA, WA 98402 PHILL RINGROSE 253-502-8163
\$890,714.47	Brad Appleman	300 Block Alley Farallone/Eldorado Sewer 727	Jan-15	CITY OF FIRCREST 115 RAMSDALL STREET FIRCREST, WA 98466 TRENT LOUGHHEED 253-564-8900
\$228,374.36	Brad Appleman	2014 CDBG Watermain Replacement 726	Oct-14	TOWN OF BUCODA PO BOX 10, BUCODA WA 98530 STEVE WILLIE 360-352-9456
\$248,364.65	Phil Sagen	2014 Alley Sewer Replacement 725	Oct-14	CITY OF ELMA 1235 MONTE ELMA RD ELMA, WA 98541 JIM STARKS 360-482-2212
\$681,893.60	SF	SYLVAN PARK WATER MAIN REPLAC, PROG PH 1 724	Nov-14	CITY OF LAKEWOOD - WATER DISTRICT PO BOX 99729 TACOMA, WA 98499-0729 RANDALL BLACK - 253-588-4423
\$349,007.69	SF	Lakeholme Road SW Water Main Replacement and Rehabilitation Proj Job # 598 WO #21009 723	Jul-14	CITY OF LAKEWOOD - WATER DISTRICT PO BOX 99729 TACOMA, WA 98499-0729 IAN BLACK - 253-588-4423
\$543,078.06	Phil Sagen	Water Main Replacement MRP 2013-07 722	May-14	CITY OF TACOMA GARY GATES 253-502-8742
\$1,227,147.25	Phil Sagen	LID 8654 and 8652-3 721	Oct-14	CITY OF TACOMA PUBLIC WORKS PHILL RINGROSE 253-502-8163
\$1,634,000.14	Brad Appleman	Washington Ave Sewer Improvements 720	Aug-14	CITY OF BREMERTON PUBLIC WORKS 3027 OLYMPUS DR, BREMERTON, WA 98310 NED LEVER PE 360-473-2398
\$238,128.47	Phil Sagen	Water Main Replacement MRP 2013-14 719	Feb-14	CITY OF TACOMA GARY GATES 253-502-8742
\$787,245.23	Brad Appleman	Eastown Sanitary Sewer Mains Phase 1 717	Dec-13	CITY OF BONNEY LAKE PO BOX 7380 BONNEY LAKE, WA 98390 MARLYN CAMPBELL - 253-447-4348
\$340,638.35	Phil Sagen	Regents/Alameda 2013 Sewer Replacement Project 718	Nov-13	CITY OF FIRCREST 115 RAMSDALL STREET FIRCREST, WA 98466 TRENT LOUGHHEED 253-564-8900
\$164,520.35	Brad Appleman	Hood Canal Intertie Project - Dalby Road 716	Nov-13	MASON COUNTY PUD #1 N 21971 HWY 101 SHELTON, WA 98584 JOCELYNE GRAY 360-877-5249
\$640,647.01	Phil Sagen	Del Monte Sewer Main Replacement Project 715	Nov-13	CITY OF FIRCREST 115 RAMSDALL STREET FIRCREST, WA 98466 TRENT LOUGHHEED 253-564-8900

**BOARD RESOLUTION OF PAPE & SONS CONSTRUCTION, INC. FOR
SIGNING AUTHORITY**

DULY PASSED ON May 21, 2015

RESOLVED, that the following shall having signing authority on behalf of the company, subject to subsequent revocation or limitation by James Pape:

1. James Pape
2. Jeanette Pape
3. Chris Pape
4. Brad Appleman
5. Phil Sagen
6. Cheri Wyatt

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of the above-named Company on the 21st day of May, 2015, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and the laws and by-laws governing the Company and that the said resolution has been duly recorded in the Minute Book and is in full force and effect.



DIRECTOR

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

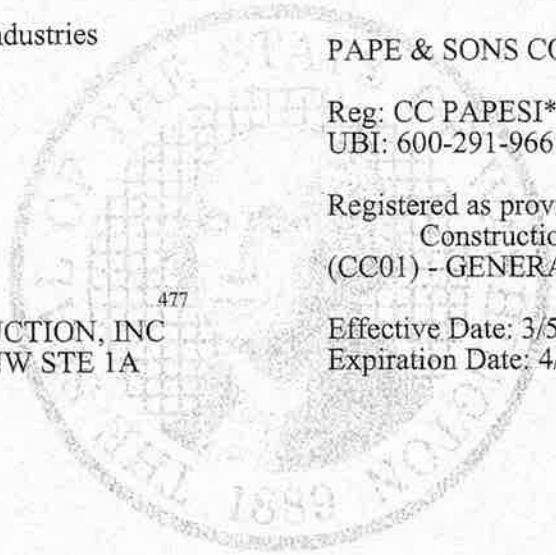
PAPE & SONS CONSTRUCTION, INC

Reg: CC PAPESI*204DE
UBI: 600-291-966

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

PAPE & SONS CONSTRUCTION, INC
9401 BUJACICH ROAD NW STE 1A
GIG HARBOR WA 98332

Effective Date: 3/5/1980
Expiration Date: 4/8/2021





City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>August 18, 2020</u>
Subject	<u>Approval of Amendment No. 1 to</u>	Prepared by:	<u>K. Chris Hammer, P.E.</u>
	<u>Contract No. 039-18, with BHC</u>		<u>Assistant City Engineer</u>
	<u>Consultants, LLC for the Well No. 13</u>	Atty Routing No:	<u>Public Works – Matter 9</u>
	<u>Project</u>	Atty Review Date:	<u>August 12, 2020</u>

Summary: In June 2018, the City Council authorized and the Mayor executed Contract No. C039-18 with BHC Consultants for Well #13 design, permitting, bidding support and contract administration services (the “Well #13 Project”). As a result of that work, the City selected and contracted with Schneider Water Services for a portion of the project. On July 8, 2019, by Change Order No. 1 (for \$4,034.70) the Public Works Director directed Schneider Water Services to perform additional drilling from 1700 feet to 2010 feet. On August 5, 2019, by Change Order No. 2 (\$42,308.19), the City Council directed Schneider Water Services to increase the well casing by approximately 500 feet. These necessary changes increased the Schneider Water Services construction contract from \$1,395,091.00 to \$1,976,424.22, and delayed the completion of the drilling work by approximately six (6) months.

These changes also necessitated additional consulting services by BHC Consultants and their subconsultants to address design changes and additional construction support services. This additional work was originally included in the call for proposals for the design work of the Well #13 project, but was excluded from the original contract due to the City electing to utilize a phased approach for this Project. For example, to address schedule delays, the City requested BHC Consultants to prepare separate bid packages for the Water transmission main at Maple Avenue, and the building, pump, and treatment at the Well #13 site. The scope was also expanded (consistent with the original call for proposals) to add PRV stations and a seismic alert system. Additional design changes for the work at Maple Avenue (part of the Well #13 Project) were needed for re-routing the water main and archeological monitoring services will be needed during construction. The proposed Amendment No. 1 to Contract No. C039-18 with BHC Consulting reflects the additional costs remaining for the project, after the original contract amount has been utilized.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Amendment No. 1 to Contract No. C039-18 with BHC Consulting, for the Well #13 Project (Design, Permitting, Bidding Support, and Construction Administration) in an amount not to exceed \$337,200.00 (for a total amended contract amount of \$1,255,110.00).

Relationship to Comprehensive Plan: Chapter 7 – Utilities (Sewer)

Motion for Consideration: I move to authorize the Mayor to execute Amendment No. 1 to Contract No. 039-18 with BHC Consulting, LLC, for the for the Well #13 Project in an amount not to exceed \$337,200.00 (for a total amended contract amount of \$1,255,110.00)..

Fiscal Impact: The Well#13 Project is estimated to cost approximately \$8.2 million. Of this amount 75% is expected to be paid from Water CFC and 25% from Water Rate Revenue:

Based on the proportionate share above, the City will the fund the project as follows:

~\$6.150 million from Water CFC revenue

~ 2.050 million from Water Rate Revenue

The project is funded with a combination of loan proceeds, Water Capital Facility Charges, and Water Rate Revenues.

A future budget amendment will be required to fund.

Alternatives: Do not approve.

Attachments: Amendment No. 1, Contract No. C039-18, and BHC Consulting Change Request (dated 8/4/2020).

Amendment No. 1 to Contract No. 039-18
CITY OF PORT ORCHARD AGREEMENT WITH
BHC CONSULTANTS

THIS FIRST AMENDMENT to Contract No. 039-18 (“Amendment”) is made effective as of the 18th day of August, 2020, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and BHC Consultants (“Consultant”), a limited liability company organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue, Suite 500, Seattle, WA 98101.

WHEREAS, on June 26th, 2018 the City executed Contract No. 039-18 for Well #13 design, permitting, bidding support, and construction administration services with BHC Consultants (“Underlying Agreement”); and

WHEREAS, additional work was needed during the construction for drilling a new well due to unforeseen underground conditions and the City directed the Consultant to perform these additional services; and

WHEREAS, additional services are necessary to deliver the project not addressed in the Underlying Agreement, but within the scope of BHC’s original proposal for the Well #13 Project; and

WHEREAS, the Consultant and the City have conferred and agreed to a revised scope of services and negotiated a fee increase and time extension that the City considers to be appropriate; and

WHEREAS, the parties wish to memorialize their agreement and so extend 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 between the parties, incorporated by this reference as if herein set forth, is amended in, but only in, the following respect:

A. Paragraph 1.A. and Paragraph 2.A. of the Underlying Agreement are modified to add the work described in the attached August 4, 2020 letter from BHC Consultants, which is Attachment 1 to this First Amendment and incorporated herein by this reference.

B. Paragraph 4 of the Underlying Agreement is modified as follows: the “time and materials not to exceed” amount is increased by \$337,200.00 from \$917,910.00 in the underlying agreement to a revised total of \$1,255,110.00.

C. Paragraph 3 of the Underlying Agreement is modified as follows: This agreement shall terminate on December 31, 2021 unless extended or terminated in writing as provided herein.

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 First Amendment on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

BHC CONSULTING, LLC

Robert Putaansuu, Mayor

Ron Dorn P.E., President

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26th day of June 2018, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")
216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

And BHC Consultants LLC, a Corporation, organized under the laws of the State of Washington, doing business at:

BHC Consultants LLC (hereinafter the "CONSULTANT")
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Contact: Charlie Dougherty, P.E. Phone: 206.505.3400 Fax: 206.505.3406

for professional services in connection with the following Project:

2018-2020 Well No. 13 Final Ad Ready Design, Permitting, Bid Support and Construction Administration Services

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibits "A, A-1, A-2, A-3, B and C." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the Scope of Work in accordance with the Tasks identified within Exhibits "A, A-1, A-2, A-3, B and C" and the Terms of this Agreement. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. **Terms.** This Agreement shall commence on **June 26, 2018** (“Commencement Date”) and shall terminate **July 31, 2020** unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$917,910.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “C.”

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____.”

OTHER. _____

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin,

marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

C. Consultant shall obtain a City of Port Orchard business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of

cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. **Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services shall be at the City's risk and without liability to the Consultant.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise. The Consultant is permitted to disclose any such information to the extent required by law, subpoena or other court order.

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

This Agreement is Subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. 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.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorse to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
BHC Consultants LLC
Ron Dorn, P.E.
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Phone: 206.505.3400
Fax: 206.505.3406

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

By: [Signature]
Robert Putaansuu
Mayor

By: [Signature: Ron Dorn]
Name: Ron Dorn, P.E.

Date: 6/26/2018

Title: President
Date: 6/20/2018

Attest: [Signature]
By: [Signature]
Brandy Rinearson, CMC
City Clerk

APPROVED AS TO FORM:

By: [Signature: Sharon Cates]
Sharon Cates
City Attorney



Exhibit A

Scope of Work

City of Port Orchard Well 13 Design and Construction Management Services

Statement of Understanding

This Scope of Work is based on BHC Consultants' (Consultant) understanding of the City of Port Orchard's (City) needs and requirements for the Well 13 Design and Construction Management Services project (Project). The completed Project will consist of the following elements:

- Well 13 Drilling, Water Treatment and Site Improvements.
- Transmission Main/PRV Stations.
- Maple Avenue Improvements.
- PRV Stations.
- Construction Management Services.

Well No. 13 will serve as a major source of water supply for the City's future. Locating the well adjacent to the Sedgwick Reservoir will allow the City to directly fill the 390 Zone reservoirs, while gravity feeding the 260 Zone through a series of new pressure reducing valve (PRV) stations that will interconnect the adjacent pressure zones. The water transmission main will be constructed above the ravine along the east side of Blackjack Creek, paralleling an existing pipeline, from the south end of the Knights of Pythias Cemetery to a connection point at the Bethel Avenue/Maple Avenue intersection. The transmission main is required to provide additional water conveyance capacity. Due to the unstable nature of sections of the pipeline route, both ravine stabilization and relocation of Maple Avenue near Well No. 6 will be required.

The new well will be drilled into the deep aquifer, nominally 1,000 ft. below sea level. In parallel with this Project, the City is also working with the Department of Ecology (DOE) to obtain water rights for the new well by including Well No. 13 as an additional point of withdrawal for Well Nos. 6, 7 and 10, allowing these existing wells to be converted to observation and emergency backup wells. Removal of these shallow aquifer wells from service is anticipated to improve base flow recharge to area streams. In addition, the City has also submitted an application to DOE to transfer a pending water right request from Well No. 10 to Well No. 13 to secure additional quantity of water supply.

During the previous phase of the project, much of the cultural resource investigations, surveying, and geotechnical investigations were conducted. Preliminary stormwater management design and SEPA documents for the Well 13 site were completed. Draft technical specifications and modified City front end documents for drilling Well 13 were previously prepared by Robinson Noble under an independent contract. This Scope of Work includes finalization of Well 13 drilling technical specifications; permitting, including completion of environmental studies, stormwater management design, and SEPA documents for the transmission main and Maple Avenue improvements; and overall Project preliminary design, final design, and construction administration/construction management services.

The facilities will be designed in accordance with the requirements of the Washington State Department of Health (DOH), City standards, applicable noise ordinances, and the Washington Administrative Code (WAC).

The Project design will include the following elements:

- Well 13 Site
 - Pump, wellhouse, and site design, with assumed well capacity of 1,000 gpm.
 - Well 13 water treatment facility, assumed to include hydrogen sulfide and/or metals removal, fluoridation and chlorination.
 - All structures shall be designed to conform to the 2015 IBC including City Amendments.

- Instrumentation and Controls. New equipment shall be consistent with similar City equipment.
- New fencing around site.
- New standby power generator-set and sound attenuating enclosure, in conformance with applicable noise requirements. New generator-set shall be Cummins, pre-selected by City. Enclosure shall be manufacturer standard, and shall provide access to areas of typical maintenance without requiring removal of enclosure.
- Pigtail for portable standby power generator-set.
- New magnetic flow meter. Manufacturer to be Siemens, Krohne, or City-approved equivalent.
- Site lighting. All lights shall be LED.
- Maple Avenue Relocation
 - Anticipated stormwater collection system to include ditches and storm drain pipe, system(s) for basic water quality treatment, flow control facility for discharging stormwater into existing downstream system(s), and potential dispersion of stormwater in the fire truck turnaround area.
 - Stormwater facilities may be located on the former Well No. 6 site or within the right-of-way. The storm drainage system is assumed to connect in one of two places: (1) the existing outlet to Blackjack Creek, located near Kentucky Fried Chicken at the intersection of Bay Street and Maple Avenue; or (2) the existing 24-inch storm drain pipe in Bay Street/Bethel Road. In-depth review and stormwater modeling analysis of the stormwater system in Bay Street/Bethel Road is not included in this scope of work.
- Water Transmission Main
 - 12" ductile iron pipeline, approximately 3,200-feet in length.
- Ravine Stabilization
 - 260-foot long soldier pile wall is proposed to address observed sloughing into Blackjack Creek ravine.
- PRV Stations
 - A total of 3 PRV stations are anticipated. Final location to be determined in consultation with the City using hydraulic model.

Work scope and products are detailed in the following section, and include:

- Well 13 drilling specifications and well driller procurement assistance.
- Well 13 Well Construction and Testing Report.
- Topographic survey for two PRV stations (all other survey complete).
- Wetland/waterway Critical Areas and Biological Assessment Reports (transmission main corridor).
- Final Geotechnical Report (draft report previously submitted).
- Preliminary Design Memorandum.
- SEPA Checklist and supporting documentation for Water Transmission Main and Maple Avenue Relocation.
- 60% Design and Final Design Plans and Specifications for City review.
- Construction Period Services.

Scope of Services

The work tasks include five components, as applicable:

- 1) **Receivables:** elements that will be provided by the City.
- 2) **Work Tasks:** tasks that will be completed by the Consultant.
- 3) **Deliverables:** the finished product that will be delivered to the City via electronic copy and hard copy.
- 4) **Assumptions:** assumptions used to develop each Work Task.
- 5) **Meetings:** Consultant team will work to minimize attendees at meetings. Meetings with City staff will be conducted at the City's offices.

Task 1 – Project Management

Receivables:

- Comments on Scope of Work and Project Schedule.
- Invoice format.

Work Tasks:

- 1.1 Coordination with City: Coordinate with City staff by phone at least every two (2) weeks.
- 1.2 Status Reports: Provide monthly status reports, monthly schedule updates and invoices.
- 1.3 Project Team Coordination: Coordinate with project team on weekly basis to review current and upcoming tasks, deliverables and coordination efforts.

Deliverables:

- Monthly status reports with invoices and updated monthly schedule (Adobe pdf format).

Assumptions:

- Project duration of 24 months.

Meetings:

- One (1) scoping meeting.

Task 2 – Well 13 Drilling

Receivables:

- Written review comments of site plan and Technical Specifications for drilling of Well 13. Front end documents to be provided by City.
- Written review comments of drilling plan and well design.
- Written review comments of Well 13 Construction and Testing Report.

Work Tasks:

Hydrogeological Services are described in greater detail in Exhibit A-1, Robinson Noble Inc's scope of work for the Well 13 Project.

- 2.1 Preparation of Bid Documents for Site Clearing and Well Driller (R&N Task A-1)
 - Consultant to provide site plan drawing for City's use in procuring Contractor for site clearing and site preparation.
 - Consultant to review and finalize technical specification for 20-inch well completion, for City's use in procuring well driller services.
 - Consultant to prepare Opinion of Probable Construction Cost (OPCC) for the well driller contract.
 - Consultant to assist the City in well driller selection.
 - Consultant to attend post-bid kickoff meeting with selected well driller.
- 2.2 Hydrogeologic Support During Drilling (R&N Task A-2)
 - Phase 1: Well driller to drill a small-bore test/pilot hole to 1,500 feet, with drilling assumed to occur on a 24 hours/day schedule. Hydrogeologist to provide observation, sample collection, coordination and geophysical logging.
 - Phase 2: Well driller to ream pilot hole, install 20-inch casing and well completion. Hydrogeologist to observe reaming, casing placement and sealing, and well completion.
- 2.3 Analysis of Findings; Design of Well 13 (R&N Task A-3)
 - Perform geophysical logging, and define the drilling plan and well and screen design for the production well drilling.
- 2.4 Completion and Development of Well 13 (R&N Task A-4)
 - Inspect the screen assembly, and provide observation during installation. Limited onsite observation will be performed during well development.
- 2.5 Testing and Analysis of Well 13 (R&N Task A-5)
 - Develop the test design for the step test and constant rate test, provide onsite direction and observation, conduct water quality testing and water-level information (Well 13 and observation wells), and establish reasonable well production capacity.

- 2.6 Report for Drilling and Testing of Well 13 (R&N Task A-6)
 - Prepare the Well 13 Construction and Testing Report for use in WDOH and WDOE review.
- 2.7 Water Rights Processing (R&N Task B-1)
 - Provide assistance to the City in presentation of Well 13 results to WDOE, including coordination meetings, technical discussions and support as required.
- 2.8 Quality Assurance/Quality Control (QA/QC):
 - Perform QA/QC review of work products generated during the well drilling and development process.

Deliverables:

- Well 13 site plan, for City bidding.
- Well driller technical specifications, final (PDF), for City bidding.
- OPCC for well driller contract.
- Drilling plan and well design.
- Well 13 Construction and Testing Report, draft and final.
- One (1) electronic copy (Adobe pdf format) of agenda and draft and final minutes for all Meetings.
- Up to five (5) hard copies and one (1) electronic copy (Adobe pdf format) of each Draft and Final Preliminary Engineering Report.

Assumptions:

- Consultant shall provide Technical Specification for well driller procurement.
- City will be responsible for the process to incorporate Technical Specification into a City-developed Request For Bidders to procure a well driller for Well 13, using City front end documents.

Meetings:

- Two (2) Meetings at City offices for technical specification review and well driller kick-off meeting; description of Meetings is included in individual Work Tasks above.

Task 3 – Preliminary Design

Receivables:

- Written review comments to Draft reports and 30 percent design.

Work Tasks:

- 3.1 Kickoff Meeting, Site Visit, and Data Collection:
 - Submit list of Data Collection Needs prior to initial meeting.
 - Prepare agenda for Kickoff Meeting and Site Visit (both occur on the same day).
 - Attend Kickoff Meeting and Site Visit.
 - Collect, review, and discuss data provided by the City.
 - Prepare and submit Draft and Final Kickoff Meeting minutes.
- 3.2 Environmental Services:
 - Coordinate with Landau Associates to prepare report for previously performed Wetland/Waterway Critical Areas and Biological Assessment fieldwork included in Exhibit A-2.
- 3.3 Geotechnical Services
 - Coordinate with N.L. Olson & Associates to perform geotechnical services included in Exhibit A-3.
- 3.4 Preliminary Engineering Report:
 - Develop a Preliminary Engineering Report that will provide Basis of Design details for the Project and include the following:
 - i. Brief summary of work performed to date for the previous project.
 - ii. Review and confirmation of preliminary Well 13 site layout prepared for July 2017 permit submittals.
 - iii. Hydraulic analysis, based on best estimate of Well 13 capacity. Final Well 13 operating characteristics will not be known until the well has been drilled and pump tested.

- iv. Water treatment layout including hydrogen sulfide and/or metals removal, fluoridation and chlorination.
- v. Generator set sizing and selection.
- vi. Transmission Main alignment plans through existing City easement along the east edge of Blackjack Creek.
- vii. Revised alignment of Maple Avenue south of the Well 6 site, away from the edge of Blackjack Creek ravine.
- viii. Identification and preliminary design of up to three (3) PRV stations, with one PRV station occurring at the Melcher Pump Station.
- ix. Well 6 Decommissioning strategy.
- x. Environmental and permitting requirements summary.
- xi. Preliminary 30 percent level design drawings including:
 - 1. Well 13 site plans identifying location and layout of facilities,
 - 2. Transmission Main alignment plans.
 - 3. Maple Avenue Improvements
 - 4. PRV Stations
- xii. Preliminary construction sequence.
- xiii. Preliminary specifications table of contents.
- xiv. Preliminary project schedule for design and construction.
- xv. Opinion of probable construction cost for the project, based on 30 percent level design.
- xvi. City comments on the Draft Report will be addressed and the Final Report submitted for record.
- xvii. One (1) Meeting with City to discuss Draft Preliminary Engineering Report.
 - Perform a QA/QC review of the Preliminary Engineering Report and 30 percent design level drawings. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.

Deliverables:

- Base maps, in AutoCAD Release 2016 format.
- Geotechnical Engineering Report, final (PDF).
- Wetland and Waterway Delineation Report, Transmission Main corridor, draft and final (PDF).
- One (1) electronic copy (Adobe pdf format) of agenda and draft and final minutes for all Meetings.
- Up to five (5) hard copies and one (1) electronic copy (Adobe pdf format) of Draft and Final Preliminary Engineering Report.

Assumptions:

- None.

Meetings:

- Four (4) Meetings/Site Visits, including up to two (2) Consultants, are allocated to support Work Tasks identified in Task 3, inclusive of Meetings identified in individual Work Tasks above.

Task 4 – Permitting Assistance/Stormwater Management

Receivables:

- Written review comments on draft permit documents (JARPA, SEPA, LDAP) prepared by the Consultant.
- Written review comments on preliminary site plan drawings.
- Written review comments on draft, Issued For Permit, and final Stormwater Site Plan (Drainage Report).

Work Tasks:

4.1 Permitting:

- Coordinate with Landau Associates to perform permitting services included in Exhibit A-2.
- Prepare Joint Aquatic Resources Permit Application (JARPA) for construction activity that will occur for the Transmission Main pipeline and Maple Avenue Relocation. Forms suitable for JARPA will be suitable for submittal to City for critical areas and Shoreline Master Program permitting.
- SEPA Checklist(s): Prepare the SEPA checklist(s) for the Transmission Main/Maple Avenue Relocation and submit to City for review.

4.2 Stormwater Management, Maple Avenue Realignment:

- Prepare brief technical memorandum outlining development requirements, including stormwater modeling to conceptually size stormwater features. Prepare preliminary site plan drawings for the Maple Avenue Realignment, showing proposed stormwater improvements and stormwater management features. Submit to City for review and comment, followed by pre-application meeting with City.
- Perform hydrologic and hydraulic modeling on proposed site conditions to establish, size and design stormwater flow control, water quality treatment, and LID BMPs (where appropriate).
- Prepare Stormwater Site Plan (Drainage Report) for the Maple Avenue Realignment in draft, Issued For Permit, and final form following City review.
- Prepare Land Disturbing Activity Permit (LDAP) for the Maple Avenue Realignment in draft, Issued For Permit, and final form following City review.

Deliverables:

- JARPA permit.
- SEPA Checklist documents.
- Stormwater Site Plan (Drainage Report).
- LDAP permit.

Assumptions:

- Permits and supporting documentation required for the Well 13 site were completed by the Consultant in July 2017. It is assumed that no further permitting activity will be required for the Well 13 site.
- Permit services for the transmission main pipeline will be required, as described in this section.
- It is assumed that no public outreach services will be needed.

Meetings:

- Four meetings with City staff are assumed. Additional coordination with City staff is assumed to be email and/or teleconference.

Task 5 – Final Design

Receivables:

- Written review comments for 60 Percent Design Submittal and Final Construction Bid documents.

Work Tasks:

The anticipated List of Drawings required for the Project are attached as Exhibit B.

5.1 60 Percent Design Submittal:

- Prepare 60 percent design level plans and specifications.
- Prepare 60 percent design level opinion of probable construction cost.
- Prepare updated project schedule for the design and construction.
- Submit 60 Percent Design Submittal including plans, specifications, opinion of probable construction costs estimate, and schedule to City for review.
- One (1) Site Visit assumed for preparation of 60 Percent Design Submittal.
- One (1) Meeting with City to review 60 Percent Design Submittal review comments.

5.3 Final Construction Bid Documents:

- Address 60 Percent Design Submittal City review comments.
- Prepare and submit a Record of Comment to clearly address the resolution to each City review comment.
- Prepare construction bid level plans and specifications.
- Prepare final opinion of probable construction cost.
- Prepare updated project schedule for the design and construction.
- Submit electronic copy of the Final Construction Bid Documents prior to engineer's signature to the City for final review, comment and/or acceptance.
- Submit Final Construction Bid Documents (stamped and signed) including plans, specifications, opinion of probable construction costs estimate, and schedule to City.

5.4 Quality Assurance/Quality Control (QA/QC):

- Perform a QA/QC review of the 60 percent and final design submittals.
- QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.

5.5 Assistance During Bidding:

- Prebid meeting.
- Respond to up to four (4) requests for information (RFIs).
- Assist City in preparing up to two (2) addenda.

Deliverables:

- Up to five (5) hard copies and one (1) electronic copy (Adobe pdf format) of 60 Percent Design Submittal.
- One (1) electronic copy (Adobe pdf format) of 60 Percent Design Submittal Record of Comment.
- Up to five (5) hard copies and one (1) electronic copy (Adobe pdf format) of Final Construction Bid Documents.
- One (1) electronic copy (Adobe pdf format) of minutes for Meetings as necessary.
- One (1) electronic copy (Adobe pdf format) of Legal Description, if needed.
- One (1) electronic copy (Adobe pdf format) of all RFIs and addenda.

Assumptions:

- Project specifications will be Construction Specifications Institute (CSI) format.
- Drawings will be prepared full size (22" x 34") using AutoCAD Release 2016.
- Hard copy drawings for the 60 percent submittal will be provided in half size (11"x17").
- Hard copy drawings for the final bid level submittal will be provided in full size (22"x34").
- Site plans for the project will be based on a full size scale of 1"=10'.
- Plan and profile drawings for transmission main will use a full size scale of 1"=20'.
- Plan and details generated for the Well 13 site, PRV stations and transmission main improvements may use other scales as needed.
- Meeting with City to review 60 percent submittal comments will occur within three (3) weeks of City submittal receipt.
- Contractor copies of Final Construction Bid Documents are not included.

Meetings:

- Three (3) Meeting/Site Visits including two (2) Consultant is allocated to support Work Tasks identified in Task 5; description of Meetings is included in individual Work Tasks above.

Task 6 – Engineering Services During Construction

Receivables:

- Contractor submittals, requests for information (RFIs), and change order requests.

Work Tasks:

- 6.1 Consultant shall attend pre-construction meeting.
- 6.2 Consultant shall provide technical review and response:
 - Address RFIs. Respond in writing to up to 30 RFIs.
 - Review Technical Submittals: Review and respond to up to 30 submittals.
 - Change Orders:
 - i. Assist the City in reviewing and preparing change orders.
 - ii. As the day-to-day construction manager, the City will have the primary role of preparing and reviewing change orders. BHC will provide technical assistance to the City for the preparation of change orders and will review change order requests prepared by the Contractor
- 6.3 Observation, site visits and Construction Meetings, including travel time, are estimated by team members broken out per the following:
 - Periodic Observation/Construction Meetings: A total of up to twenty (20) days of observation and Construction Meetings to be pooled between the Project Manager, Project Engineer and Construction Engineer, assuming 8 hours per day, including travel time, as requested by the City.
 - Structural Observation: Up to four (4) 8-hour site visits including travel time.
 - Electrical Observation: Up to four (4) 8-hour site visits, including travel time.
- 6.4 Archaeological Monitoring.
 - ASM Affiliates will provide archaeological monitoring services for the project as On-Call Services, to be billed on a time-and-materials basis at ASM's standard rates.
- 6.5 Construction meetings.
 - Included in Task 6.3.
- 6.6 Well 13 and WTP Startup and Testing.
 - Develop startup and testing checklist.
 - On-site consultation for start-up and testing to verify and document that the systems are functioning as intended, check input/output signals, check normal, automatic, and manual operation of all equipment and alarm systems. It is assumed that City's programmer and Contractor's controls system integrator will be on-site for start-up and testing. On-site consultation includes 16 hours for mechanical engineer, 16 hours for electrical/controls engineer, and 8 hours for a senior engineer, including travel time.
- 6.7 Punch List.
 - Mechanical and electrical engineers to attend 8-hour site visit, including travel time for punch list preparation. Draft punch list will be delivered to City for final review and submission to the Contractor.
- 6.8 Record Drawings.
 - Prepare Record Drawings based on Contractors field mark ups.
- 6.9 Operations and Maintenance Manual.
 - Prepare Operations and Maintenance manual summarizing all major components and operation modes.

Deliverables:

- Responses to RFIs and submittals.
- Documents pertaining to Change Orders.
- Digital files with field reports, photos, and other pertinent field documentation.
- Start-up and testing checklist.
- Draft punch list.
- One (1) hard copy and one (1) electronic copy (Adobe PDF format) of Record Drawings.
- One (1) hard copy and one (1) electronic copy (Adobe PDF format) of operations and maintenance manual.

Assumptions:

- Total construction period, including startup and testing, assumed to be 10 months.
- The City will perform the Project Manager/Construction Manager role for this project. The City will be responsible for administering the contract and ensuring the contractor is providing the correct and timely documentation required by the contract documents.
- The Archaeological Monitoring Plan (ASM Affiliates, June 2015) recommended an archaeological monitor be present during all ground-disturbing activity for the Transmission Main and Maple Avenue Realignment. The City has elected to utilize archaeological monitoring on an as-needed basis.
- Startup and testing will occur in 1-day increments to minimize travel time.
- Inspection services not specifically defined in the Scope of Work are excluded.
- Daily observation services are excluded.
- Materials testing is excluded.
- This scope of work describes areas of support commonly associated with construction management, observation and administration support. The budgets presented in the fee estimate are averages for similar projects and are based on the construction and administration times noted in these Contract Documents. The contractor's experience and level of performance can substantially impact the effort required for these tasks, and the required effort may exceed the estimated budget amount. BHC will monitor the budget and immediately notify the City if added budget will be needed.

Meetings:

- Thirty (30) meetings/observation site visits including one (1) Consultant are allocated to support Work Tasks identified in Task 6; description of Meetings are included in individual Work Tasks above.

BUDGET

The Project Budget is \$917,910, and is attached as Exhibit C. This budget is based on, and in accordance with, the Consultant's 2018 rate schedule, including a 5 percent mark-up on subconsultant costs and other direct costs. The City agrees to allow the Consultant (and sub-consultants) to adjust rates annually in January of each year.

PROJECT SCHEDULE

The preliminary project milestones are listed below; a detailed schedule will be developed after notice to proceed and before the kickoff meeting. The Project budget assumes that design and construction can be completed within 24 months from Notice To Proceed. The 24 months is contingent on well driller availability and performance, and agency permit application durations that are outside of BHC's control. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope or for delays beyond BHC's control.

Preliminary Project Milestones: (based on July 1, 2018 NTP)	Kickoff Meeting	July 6, 2018
	Well 13 Drilling Specs, Bid & Award	September 10, 2018
	Preliminary Engineering Report	September 10, 2018
	60 Percent Design Deliverable	December 14, 2018
	Well 13 Completion	March 29, 2019
	Final Design Deliverable	May 30, 2019
	Well 13 WTP, Pipeline Bid, Award & NTP	August 1, 2019
	Construction Completion	May 1, 2020
	Project Commissioning and Close-Out	June 30, 2020

Attachments

- Exhibit A-1 – Robinson Noble Hydrogeologic Scope of Services
- Exhibit A-2 – Landau Associates Environmental Scope of Services
- Exhibit A-3 – Olson Associates Survey and Geotechnical Scope of Services
- Exhibit B – Preliminary List of Drawings
- Exhibit C – Project Budget



ROBINSON
NOBLE

May 14, 2018

Charles Dougherty, Senior Project Manager
BHC Consultants, LLC
1601 5th Avenue, Suite 500
Seattle, WA 98101

Subject: Scope of work and cost estimate for hydrogeologic services in support of the
May 2018 BHC contract with the City of Port Orchard

Dear Charlie,

In response to the awakening of the project of 2017 interrupted by the lack of a Capital Budget, you have asked for a scope of work and cost estimate for the hydrogeologic services support necessary for the City to: 1) continue pursuit of the new water source known as Well 13 and 2) achieving the necessary water rights to allow use of both Well 12 (being accomplished by McCormick Communities) and Well 13.¹ The work elements fall into two categories: work related to the drilling and testing of Well 13, and work related to the processing of the City's pending water right applications beyond that covered in the ESSB 6091 Pilot Project (if any). Though these two tasks are related, the work elements are sufficiently distinct that they are discussed separately within the scope of work presented below.

Work Element A - Hydrogeologic Services Related to Drilling of Well 13

The remaining work for the drilling project can be described as seven tasks: pre-drilling services, hydrogeologic services related to the drilling processes themselves (this involves a pilot hole and if appropriate reaming of the hole to receive 20-inch casing), analysis of findings and design of the production well (including geophysical logging/interpretation), completion and development of the production well, testing and analysis, well construction and testing report preparation, and project management. Each of these components is discussed in more detail below:

Task A-1: Pre-drilling Hydrogeologic Services

The bidding documents, including the technical specifications for Well 13, were amended in July 2017 to define a 20-inch well completion. Though this activity resulted in a draft

¹ The water-rights related activities are complicated by the passage of ESSB 6091 which establishes the processing of the City's two pending water rights and multiple related water right change applications as a qualified "Pilot Project" as defined in that legislation. Though work on the Pilot Project aspects of the water right process are ongoing, you have indicated that those efforts are not to be part of this proposed scope of work.

specification that is nearly ready for distribution to prospective bidders, the document(s) need to be finalized and receive final review before moving to the bidding phase. In addition, once a final bidding package exists, Robinson Noble will be responsible for generating an "Engineer's" estimate for the drilling contract.

We will also support the drilling contractor selection and assist as requested in generating contract documents.

Our estimate for the pre-drilling hydrogeologic services is \$2,570.

Task A-2: Hydrogeologic Support during Drilling

The drilling phase of the project involves two separate phases: the drilling of a small-bore test/pilot hole to 1,500 feet, and the reaming of that hole to receive 20-inch casing and an appropriate screen assembly. Since the execution of the large-diameter production well is dependent upon the findings of the pilot-hole drilling effort, these elements have to be considered separately. We are presuming herein that both drilling phases will be accomplished on a 24-hour per day drilling schedule

Hydrogeologic Services Related to Pilot Hole Drilling

The mobilization of fluid-rotary drilling equipment can be quite complicated. We will observe key elements of the mobilization and assist the City in resolving issues that arise during the mobilization. We have estimated two days for this effort. Once the driller is ready to begin the actual drilling, we propose to be on site intermittently until a depth of 400 feet is reached. Thereafter, we will have a hydrogeologist on site to observe the drilling from 400 to 1,500 feet. We assume that a penetration rate of 600 feet per day will be accomplished (on average over a 24-hour drilling day). However, our experience with such drilling equipment is that there is always unexpected short-duration down times that can change the daily drilling tally. In total, we expect to be on site for four to five days during this phase of drilling. The services will include observation of the drilling, sampling of cuttings returns, coordination with the drilling contractor and the City to accommodate changes in conditions or problems with the operation, and providing geophysical logging of the finished borehole (which should require one day).

Our estimate for the pilot hole related hydrogeologic services is \$21,560.

Hydrogeologic Services Related to the Production Well Drilling Phase

Since the geology and hydrostratigraphy of the site will have been described during the pilot hole phase, there is less need for a hydrogeologist to be present at all times during the drilling for and installation of the 20-inch casing. We propose that a visit to the site will be accomplished every other day during this process unless drilling conditions require more attention to maintain quality control. Drilling large-diameter wells results in a much larger

volume of cuttings and more care in stabilizing the borehole. The reaming to place the 20-inch casing is likely to require two weeks. Robinson Noble is anticipating six days on site with each requiring four hours (for travel and inspection time) during the drilling. We will also maintain phone and email communication with the drilling contractor. Since the sealing of the 20-inch casing is critical to the resultant well, we will be on site to observe the placement of grout outside the 20-inch casing once the casing is in place. This is presumed to be accomplished as a 24-hour operation and may take two days.

Once the 20-inch casing is installed and grouted, we will be on site during the remainder of the reverse-circulation drilling of the aquifer and the well completion work. This is estimated to require a hydrogeologist's presence for two 24-hour field days.

Our estimate for field hydrogeologic services related to the production well phase is \$19,660.

Task A-3: Analysis of Findings and Design of Production Well 13

Upon completion of the drilling of the pilot hole, Robinson Noble will perform geophysical logging of the bottomed hole (part of Task A-2). The information gained from the drilling will be used in conjunction with the geophysical logs to ascertain the water resource potential of the materials drilled. Based on this resource evaluation, Robinson Noble, in conjunction with BHC and the City, will define the drilling plan and well design for the production well drilling phase. This will include discussion of the design with the contractor and facilitation of any changes to the contract necessary to accomplish the production well phase as designed.

We expect this effort to require as much as six days of work. This also will require at least one meeting between the City, BHC, Robinson Noble, and the drilling contractor. If there are complications that make it prudent to discuss the design with Ecology, an additional meeting may be necessary to obtain Ecology concurrence with the production well plan (this meeting is not included in the cost estimate).

We estimate this work element will cost \$8,110.

Task A-4: Completion and development of the Production Well 13

Upon bottoming the reverse-circulation portion of the production well (below the installed 20-inch casing), Robinson Noble will discuss the procedures for fabricating and installing the screen assembly, making any changes necessary to accommodate the conditions encountered during drilling. We will be on site to inspect the components of the assembly prior to their being welded together and lowered into the hole. Robinson Noble will be present when the assembly is lowered to the bottom of the hole and during the process of its installation (gravel-pack placement, interim development during pack placement, etc.).

We will be present as we think appropriate during the development of the completed well. We will observe the well response to guide the development process and determine when sufficient development has been accomplished. We assume development will take ten days.

We estimate our costs will be \$11,930 for the completion and development phase.

Task A-5: Testing and Analysis of the Production Well 13

We will work with the drilling contractor to determine the appropriate equipment for the testing of the well and to assure that the necessary information can be acquired during both the step test and the constant-rate test. A test design will be developed, and all parties will have a chance to respond to that plan before it is implemented.

Once the pumping and monitoring equipment is in place, Robinson Noble will direct and observe the performance of a step-rate test to determine the well characteristics that will dictate a practical rate for the 24-hour constant-rate test required by Ecology and WDOH. The results of the step test will be analyzed, and a plan for the constant-rate test will be developed.

It is expected that the constant-rate test will begin the day after the step test is accomplished. For the sake of this scope, it is presumed that the constant-rate test will consist of a full day of pumping, two days of recovery (minimum), and likely an additional week of observation to provide a background record. At the conclusion of the pumping phase of the constant-rate test, water quality samples will be drawn and submitted to WML of Tacoma to be analyzed for inorganic, volatile organic, bacteriologic, and radionuclide constituents. Laboratory costs for these analyses are estimated to be \$1,080 (and included in the total estimate for Task A-5).

Water-level and barometric information will be gathered on site using transducers and data-logging equipment. To the extent practical, similar equipment will be used for observation wells. We presume, herein, that two observation wells will be available and that one of them will require manual measurement of water levels during the drawdown and recovery periods. That means a second Robinson Noble hydrogeologist will be needed on site during the first six hours of each of these two testing phases.

Test data will be downloaded and plotted as semi-log and, where appropriate, log-log graphs standard to the industry. The plotted data will be used to define aquifer characteristics and to establish the reasonable production capacity of the new well.

Our services related to testing and analyses are expected to cost \$12,500 including laboratory costs for water quality analyses.

Charlie Dougherty
BHC Consultants, LLC
May 14, 2018
Page 5

Task A-6: Report for the Drilling and Testing of Well 13

The information gained through the drilling and interpretation elements will be used to generate a Well 13 Construction and Testing Report. The report will be formatted to serve as support for the WDOH source qualification and to support the WDOE water-right process.

We will deliver seven hard copies of the report as well as an electronic version to facilitate communication of project findings to interested agencies and stakeholders.

Report preparation is expected to cost \$10,990.

General Discussion of Work Element A

The drilling of the pilot well is anticipated to take two weeks once the selected drilling contractor has mobilized to the site. Geophysical logging and interpretation, along with the subsequent design of the intended 20-inch Well 13, is expected to require an additional two weeks including review by team members. Once the design and completion approach have been established to the satisfaction of the City, BHC, Robinson Noble, and the Contractor, the process of reaming the pilot hole to receive 20-inch casing and completion of the well will commence. With the screen assembly properly placed (and likely sand-packed), the well will be developed to increase well efficiency. The completion and development process is expected to take eight weeks, but this is somewhat speculative dependent upon availability of materials and the contractor. Testing is likely to take three weeks, including reduction and analysis of test data. Water quality analysis at WML may take as long as four weeks (longer for radionuclide analyses). The preparation of a Well 13 construction and testing report is expected to take three weeks (this could vary if review of the document by BHC and the City is expanded to include Ecology and perhaps even key stakeholders).

The entire drilling project is, therefore, likely to take five to six months to accomplish.

Work Element B – Hydrogeologic Services in Support of Water Right Processing

It has been indicated in your request for the scope of work that hydrogeologic support work related to the Pilot Project is not to be included in the scope. The current understanding is that the result of the Pilot Project is expected to result in the full processing of all pending water right applications held by the City. By implication, all water-right related efforts would fall under the Pilot Project effort and there would be no water right element for this scope.

However, the work related to incorporating the findings of the drilling project in support of water right processing is somewhat speculative at this time since the nature of the process within the Statutorily-defined Pilot Projects is not yet clarified as Ecology policy, it may be that some required hydrogeologic support will fall outside the Pilot Project efforts. Further, the nature of the use of the USGS Kitsap Numerical Groundwater Model is still in flux and may

change in the near future. The level of involvement by stakeholders and the nature of related review of preliminary and final findings is another factor that may influence the timing and level of effort required through the various elements of the water right process. Some of the work is necessarily (or at least prudently) left until the drilling phase has been accomplished, while other aspects are driven by deadlines set in the language of ESSB 6091. The level of effort to incorporate the findings of the drilling effort to facilitate the processing of the water rights is discussed below

Task B-1: Water Rights Processing

Once the Well 13 Construction and Testing Report has been completed, Robinson Noble will assist the City in the presentation of results to Washington Department of Ecology. This will include coordination meetings and technical discussions to facilitate use of the findings in support of the water right processing as required. The cost of such efforts cannot be clearly known at this time. We are proposing that a budget of \$5,000 be set for these efforts with an understanding that work for this task will be tracked separately for BHC and the City review and the scope adjusted as necessary.

The estimated costs for each of the tasks described above are summarized in Table 1 below:

TABLE 1: Estimated Work Element A Hydrogeologic Services Cost

Task	Work description	Task cost estimate
A-1	Pre-drilling hydrogeologic services	\$2,570
A-2a	Hydrogeologic support during pilot hole drilling	\$21,560
A-2b	Hydrogeologic support during production well drilling	\$19,660
A-3	Analysis if findings and design of Production Well 13	\$8,110
A-4	Completion and development of Well 13	\$11,930
A-5	Testing and analysis	\$12,500
A-6	Completion and testing report	\$10,990
B-1	Water Right processing support	\$5,000
	TOTAL	\$92,320

If there are questions regarding the scope presented or if discussion of the underlying assumptions is needed, please contact us.

Robinson Noble, Inc.



F. Michael Krautkramer, LHG
 Principal Hydrogeologist



**ROBINSON
NOBLE**

General Fee Schedule

January 1, 2018

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$182
Associate Engineer, Hydrogeologist or Environmental Scientist		\$166
Senior Engineer, Hydrogeologist or Environmental Scientist		\$141
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$122
Project Engineer, Hydrogeologist or Environmental Scientist		\$110
Staff Engineer, Hydrogeologist or Environmental Scientist		\$99
Senior Field Staff		\$87
Field Staff		\$70
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$92
Senior Technician		\$92
Senior Administrator		\$81
GIS/CAD Specialist		\$81
Technician		\$81
Administrator		\$70
Clerical Support		\$70
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
	Field and laboratory testing/equipment rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule
January 1, 2018**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$25
Field Laptop Computer	Per day	\$40
Electric Water Level Sounder(s)	0 to 300 ft	Flat fee per project
	over 300 ft	Flat fee per project
		\$30
		\$60
DC Submersible Purge Pump (Single Stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment	Per day	\$500
Downhole Caliper Logging Equipment	Per day	\$350
Draw Works	Per day	\$600
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated
Digital Camera	Per day	\$10

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule
January 1, 2018**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Operated Peristaltic Pump	Per day	\$45
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$100
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$85
Soil Vapor Extraction System	Per month	\$750
Digital Camera	Per day	\$10
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
DC Submersible Purge Pump (Single stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	\$5.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Geotechnical Field and Laboratory Testing Schedule
January 1, 2018**

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Resistivity 4-point Gauge	Day	\$300
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40
Single-Ring Infiltrometer	Per day	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

May 4, 2018

BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Attn: Charlie Doherty, PE

Transmitted via e-mail to: Charlie.Dougherty@bhconsultants.com

**Re: Proposed Scope of Services and Cost Estimate
Environmental Permitting Support Services
2018-2020 Well No. 13 Water Supply and Treatment Project
Port Orchard, Washington**

Dear Charlie:

Landau Associates, Inc. (LAI) is pleased to present this proposed scope of services and cost estimate for environmental permitting support services for the Well No. 13 Water Supply and Treatment Project in the City of Port Orchard (the City). The proposed scope of services presented in this letter is based on discussions with and information provided by BHC Consultants (BHC). Presented below is a summary of our project understanding, a description of our proposed scope of services, and an estimated cost.

Project Understanding

The City received approval to design and construct water system improvements in 2014 under Drinking Water State Revolving Fund (DWSRF) Loan DM13-952-185. The primary elements of the project include:

1. Well 13 Water Campus Improvements:
 - a. Well 13: Drill a new Well 13 on City-owned property (Kitsap County Parcel No. 112301-1-011-2000; 5.3 acres) adjacent to the existing Sedgwick Reservoir in the southeast section of the City's water supply area.
 - b. Conveyance: Well 13 discharge will be treated on site and discharged into the existing Sedgwick Reservoir.
 - c. Water Treatment Facility: Construct a new water treatment facility at the Well 13 site, including a new building with pressure filters, fluoridation, and disinfection.
 - d. Additional project elements include telemetry and instrumentation, controls, a standby electrical generator, landscaping, parking, fencing, security improvements, site work, and site restoration.

2. Conveyance:

- a. Water will be conveyed from the Sedgwick Reservoir through existing pipelines to an intertie with a new pipeline on the east edge of Blackjack Creek ravine, generally located north of SE Lund Street.
- b. Approximately 3,200 linear feet of 12-inch-diameter pipeline will be installed to convey water south to a connection point with existing piping at the existing Well 6 site (generally located south of the intersection of Maple Avenue and Bay Street). Road and slope stabilization along the pipeline route will be included. Slope stabilization will occur on the ravine associated with Blackjack Creek, which is a waterway included in the City's Shoreline Master Program, and Maple Avenue will be realigned.

The DWSRF program is funded through federal and state money, and is subject to the National Environmental Policy Act (NEPA). As part of the DWSRF program, the State Environmental Review Process (SERP) is the US Environmental Protection Agency (EPA)-approved environmental review process implemented to satisfy the requirements of NEPA. LAI provided wetland/waterway delineation services in 2017 at both the Well 13 campus and conveyance project areas. Following completion of the delineation, the Washington State Department of Ecology (Ecology) notified the City that the project had to be re-advertised to satisfy funding requirements. A critical areas report for the Well 13 campus was completed; however, a similar report for the conveyance project area was not completed prior to the City's requirement for project re-advertisement. We understand that the realignment of Maple Avenue may extend beyond the limits of the wetland/waterway delineation completed in 2017.

Proposed Scope of Services

The following tasks define LAI's proposed environmental permitting scope of services to support design of the proposed project.

Task 1: Wetland/Waterway Delineation

If necessary, LAI will conduct a wetland delineation in accordance with the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual (USACE 1987) and the 2010 USACE Regional Supplement to the Wetland Delineation Manual (USACE 2010). The ordinary high water mark of waterways will be delineated using guidance provided in Ecology's Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Ecology 2016).

The field investigation will include an examination of vegetation, soils, and hydrology within the project area boundary as defined in the assumptions below. Flagging will be placed along the wetland/waterway boundaries and will be confined to the project area. Any wetland/waterway habitat that extends beyond the project area to within 300 feet (as required by the City Critical Areas requirements), will be estimated both visually and using public domain resources to assess wetland/waterway and associated buffer extents. Included in this task is time to provide the project

surveyors with a hand-sketch of wetland/waterway boundaries to assist the surveyors to locate project flagging. We also have included time to review the survey map and request any necessary changes to accurately represent existing wetland/waterway conditions.

Wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington (Hruby 2014), and buffer widths will be determined in compliance with the City's Critical Areas regulations. Waterway typing and buffer widths are based on Title 20 of the City of Port Orchard Code, and the water typing system promulgated in Chapter 222-15-130 of the Washington Administrative Code (WAC).

Assumptions:

- Pre-field investigation efforts are not included, and were completed in 2017.
- The additional project area boundary will not exceed 0.5 acres.
- The ordinary high water line of Blackjack Creek is outside of the project area, and will not be delineated. The boundary of the creek will be estimated based on project topographic survey information as provided to LAI.
- Flagging will be placed only within the project boundaries where accessible.
- If necessary, access permission to private properties within the project area will be provided by the City.
- BHC will provide survey information in AutoCAD® and Adobe PDF format to LAI pertaining to project plans.

Deliverables:

- An electronic (PDF) copy of the draft wetland and waterway delineation report.
- An electronic (PDF) copy of the final wetland and waterway delineation report.

Task 2: Conveyance Alignment Wetland/Waterway Critical Areas Report

LAI will prepare a critical areas report describing impacts and compensatory mitigation to unavoidable wetland/waterway critical areas. LAI will support BHC in the calculation of the area of waterway buffers, based on the 30 percent project plans. Areas of impact will be calculated in AutoCAD and will be summarized in the critical areas report, as described below.

LAI will support BHC in determining mitigation sequencing including adequate impact avoidance measures. A conceptual compensatory mitigation plan will be developed by LAI for unavoidable impacts to waterways buffers. The conceptual compensatory mitigation will include a planting plan, as necessary.

LAI will prepare a draft critical areas report to meet standards of the City and other regulatory agencies. The report will include:

- A summary of the methodology used
- A description of wetlands, waterways, and associated buffers
- A description of mitigation sequencing related to wetland/waterways and associated buffers
- A conceptual compensatory mitigation planting plan (equivalent to 30 percent level) including: mitigation goals, objectives, and performance standards; a timeline for mitigation monitoring and reporting; and contingency plans, as necessary.

The draft report will be provided to BHC and the City/agencies for review. Comments will be reviewed and incorporated into a final critical areas report, as appropriate.

Assumptions:

- Formal specifications will not be required as part of the report and/or conceptual design.
- Mitigation can be accommodated on site (within the project limits). If offsite mitigation is required, Kitsap County will identify a suitable site to accommodate the required mitigation.
- Thirty percent design plans will be suitable for impact calculation and development of conceptual mitigation plans.
- Impacts will be limited to buffers associated with Blackjack Creek, and mitigation will be limited to restoration of areas disturbed during construction or enhancement of buffer areas within the project area.
- A critical areas report for the Well 13 campus was completed in 2017. A single report addressing both the Well 13 campus and conveyance route is not required.

Deliverables:

- An electronic (PDF) copy of the draft conveyance alignment critical areas report.
- An electronic (PDF) of the final conveyance alignment critical areas report.

Task 3: Agency Pre-Application Meetings

LAI will request pre-application meetings with representatives from the City and the Washington Department of Fish & Wildlife (WDFW) for purposes of describing the proposed project, impacts, and mitigation, and to determine project-specific application/permitting requirements. This task includes attendance at no more than two meetings. After the pre-application meetings, LAI will provide a documented meeting summary to attendees.

Assumptions:

- Representatives from BHC will be available to attend the pre-application meetings to address technical/engineering elements of the project.
- Project activities are outside the jurisdiction of the USACE and meetings with this agency are not included in this scope of services.

Deliverables:

- An electronic (Adobe PDF, Microsoft Word, or e-mail) copy of draft and final meeting notes summary.

Task 4: Forest Practices Act Permitting Determination

As part of the proposed project, some existing trees will need to be removed. In order to maintain compliance with the Washington State Forest Practices Act, LAI will work with a forestry subconsultant (S.A. Newman Forest Engineers, Inc.), who will quantify timber to be removed, prepare a Forest Practices permit application including forms and associated maps, exhibits, narratives, and meet with agency staff if needed. Alternatively, if after review of project-specific designs, it is determined that a Forest Practices permit is not required under Forest Practices rules (Title 222 WAC), S.A. Newman will prepare a brief affidavit or memorandum providing a statement justifying why timber removal can occur without an application or notification to the Washington State Department of Natural Resources (WDNR), and will request corroboration from WDNR.

Assumptions:

- The forestry subconsultant will make one site visit to support calculation of timber to be removed.
- Application fees for the Forest Practices permit will be provided by the City.
- This scope of services does not include locating/survey of individual trees for incorporation into project plans or valuation of timber proposed to be removed.

Deliverables:

- Forest Practices permit documentation prepared by S.A. Newman.

Task 5: Permit Applications

LAI will prepare the necessary Joint Aquatic Resources Permit Application (JARPA) for submittal to regulatory agencies to address project impacts associated with the project. The JARPA forms will be suitable for submittal to the City for critical areas and Shoreline Master Program permitting. The JARPA form will include project-specific information including a listing of adjacent property owners. This task includes time for coordination and revisions with BHC and/or agencies, as needed, to provide accurate information on the JARPA form. The contents of the JARPA will be used to apply for Hydraulic Project Approval, if required, through WDFW's online APPS website.

LAI will compile a shoreline application for submittal to the City, which includes the State Environmental Policy Act (SEPA) checklist (to be prepared by BHC), City project application form, project Narrative and statement addressing decision criteria, City Submittal Checklist, site plans, property owners list/ mailing labels, and legal property description. This task includes preparation of

up to seven paper copies of the application materials for submittal to the City. This task includes participation in a Hearing Examiner meeting associated with the Shoreline permit.

For compliance with the federal Coastal Zone Management Act, LAI will compile and submit to Ecology the Federal Consistency Certification Form for Activities Which Use Federal Funding.

Assumptions:

- SEPA checklist, site plans, and legal property description will be provided to LAI for compilation into the Shoreline application.
- The proposed construction will occur above the ordinary high water mark of area waterways.
- The project will be processed as a Shoreline Substantial Development or Conditional Use. Efforts required for preparation of a Shoreline Variance are not included in this scope of services.
- Plans and cross sections will be provided by BHC in AutoCad and PDF format.
- Final design alternatives at the 60 percent completion are suitable to complete the JARPA.
- Permit application fees will be paid by the City.
- BHC will prepare the project SEPA Checklist.

Deliverables:

- An electronic (Microsoft Word) copy of the draft JARPA and Shoreline applications.
- An electronic (PDF) copy of the final JARPA and seven paper copies of the Shoreline application.

Task 6: Biological Assessment

LAI will prepare a Biological Assessment (BA) for selected species listed as threatened or endangered in the action area under the Endangered Species Act (ESA) and Essential Fish Habitat (EFH) evaluation pursuant to the Magnuson-Stevens Act for the project. We will obtain updated species lists from agency websites, request site-specific species and habitat information from WDFW Priority Habitats and Species on the Web, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details such as construction techniques and equipment used, timing of construction, temporary sediment and erosion control measures, and best management practices will be based on information provided by BHC. Information on the amount of new impervious surfaces, stormwater detention, and stormwater quality treatment will be based on information provided by BHC.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history

will be summarized in the BA. A determination of “no effect” (NE) or “may affect, not likely to adversely affect” (NLAA) is anticipated. The project is not expected to impact EFH.

We will prepare a draft BA and EFH evaluation for review and comment by BHC and the City, and then a final document.

Assumptions:

- The BA and EFH evaluation will assess potential impacts at both the Well 13 campus and conveyance alignment project areas.
- The project will have NE or NLAA on listed species or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no impact on EFH.
- Design and construction details required for permit applications that are not directly related to critical areas determination will be provided to LAI. Such elements include, but are not limited to, grading plans and details, limits of clearing and grading, sediment and erosion control plan and features, proposed construction timing, sequencing and duration, and primary types of construction equipment to be used.
- This task does not include efforts to conduct a 6-month update of species listings, if necessary.
- Pursuant to the State Environmental Review Process, EPA is the lead federal agency required to comply with Section 7 of the ESA, and requires preparation of a BA as described in this task.

Deliverables:

- An electronic (PDF) copy of the draft BA and EFH.
- An electronic (PDF) copy of the final BA and EFH.

Task 7: Permit Application Agency Coordination and Team Meetings

LAI will provide support to BHC and the City in responding to agency comments on the JARPA and Shoreline applications. This support is limited to telephone and e-mail correspondence clarifying further data requests regarding project impacts/mitigation.

LAI will prepare for and participate in up to three meetings that may include team meetings and public meetings. Meeting preparation includes coordination with BHC regarding agendas and technical/regulatory background information anticipated for discussion. We will review/comment on meeting summaries provided by BHC. This task assumes attendance at three meetings each by senior associate staff.

Assumptions:

- Onsite meetings are not included in this task; agency coordination will be limited to e-mail/teleconference.
- Agency coordination support efforts are limited to 8 hours for an Associate Ecologist.
- LAI will not be required to prepare figures or other meeting handouts.

Deliverables:

- E-mail correspondence.

Task 8: SEPA/SERP Support

LAI will assist BHC, as requested, during preparation of the SEPA and/or SERP checklists for the project. Our budget for this task assumes a relatively limited level of effort to support BHC to review/comment on the project's effects on elements of the environment in the SEPA and/or SERP checklists.

Assumptions:

- BHC will provide SEPA and/or SERP checklists to LAI in Microsoft Word format.

Deliverables:

- SEPA and/or SERP checklists in Microsoft Word format with comments/edits in track changes.

Cost Estimate

We estimate the cost for our proposed scope of services will be approximately \$50,100 in accordance with the following approximate breakdown by task.

Task	Cost Estimate
Task 1: Wetland/Waterway Delineation	\$6,300
Task 2: Critical Areas Report	\$9,400
Task 3: Agency Pre-Application Meetings	\$4,600
Task 4: Forest Practices Act Permitting Determination	\$5,100
Task 5: Permit Applications	\$9,600
Task 6: Biological Assessment	\$7,300
Task 7: Agency Coordination and Team Meetings	\$5,900
Task 8: SEPA/SERP Support	\$1,900
Total	\$50,100

We propose to provide the above-described services on a time-and-expenses basis according to the budget set forth above, our 2018 Compensation Schedule, and the detailed budget form (attached). In the event project requirements change, or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, we will bring these to your attention and seek your written approval for an addendum to the scope of services and costs prior to performing additional services.

Authorization

We anticipate that you will develop a subconsultant agreement consistent with other agreements between BHC and LAI to formalize our working relationship on this project. Please let us know how we can assist you in that process.

* * * * *

We appreciate the opportunity to work with the BHC and the City of Port Orchard on this project. Please contact us if you have any questions about our proposed scope of services and budget for this project.

LANDAU ASSOCIATES, INC.



Steven Quarterman
Senior Associate

SJQ/ccy
2018-5995

References

- Ecology. 2016. Final Review: Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State. Publication No. 16-06-029. Washington State Department of Ecology. October.
- Hruby, Thomas. 2014. Washington State Wetland Rating System for Western Washington: 2014 Update. Publication No. 14-06-029. Washington State Department of Ecology. October.
- USACE. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1. US Army Corps of Engineers Waterways Experiment Station. January.
- USACE. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. Publication No. ERDC/EL TR-10-3. Version 2.0. Research and Development Center Environmental Laboratory, US Army Corps of Engineer. May.

Attachments

- 2018 Compensation Schedule
Table 1: Detailed Budget Form

COMPENSATION SCHEDULE – 2018



Personnel Labor	Hourly Rate
Senior Principal	260
Principal	240
Senior Associate	220
Associate	200
Senior	180
Senior Project	165
Project	150
GIS Analyst	150
Senior Staff / CAD Designer	135
Staff / Senior Technician II	120
Data Specialist	120
CAD / GIS Technician	120
Project Coordinator	110
Assistant / Senior Technician I	100
Technician	81
Support Staff	69

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).



N.L. OLSON & ASSOCIATES, INC.

ENGINEERING, PLANNING AND SURVEYING

June 07, 2018

Attention Charlie Dougherty, PE
Senior Project Manager
BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle WA 98101
Direct (206) 357.9914 Direct
Email: <http://www.bhcconsultants.com>

**RE: Proposal – Scope of Work & Budget
Geotechnical Engineering Services
City of Port Orchard “Well 13”
Port Orchard, WA 98366**

Mr. Dougherty:

Per your email on May 8, 2018, we understand that the previously prepared draft geotechnical engineering reports for Well 10 and Well 13 have been requested to be finalized. The associated wall plan set for the cemetery section has also been requested to be finalized.

However, we understand minor modifications will be required to the original wall alignment and the wall will need to be shifted to the east in order to stay within the 20 feet easement. N.L. Olson has provided further discussion of finalizing the wall plan in Task 2 of this proposal.

TASK 1 FINALIZE GEOTECHNICAL ENGINEERING REPORTS:

The two (2) geotechnical engineering reports for well 10 and well 13 will be finalized per your request.

TASK 2 FINALIZE WALL PLAN “PIPELINE SECTION ALONG CEMERTERY”

N.L. Olson will provide the requested shift of the wall alignment and provide specifications deemed appropriate as part of finalization of this plan set. However, based on our review of wall alignment shift eastward, N.L. Olson has observed construction issues that have been bulleted below:

- The wall alignment shift eastward will require modifications to the plan set to reflect elevation changes.
- In order to operate construction equipment within the 20 feet easement area, the wall shift will necessitate temporary slope modifications along the east side of the proposed wall alignment and the construction of a temporary access road.

GEOTECHNICAL ENGINEERING SERVICES

- The temporary road and slope modifications will require a temporary & permanent erosion plan as a result of the wall offset.
- After our phone conversation with BHC Consultants, LLC (BHC), we understand BHC will provide the temporary grading and erosion control plans for the temporary access road.
- The proposed grading operations along the pipe line will introduce top of pile changes in elevation along the proposed wall alignment. N.L. Olson is recommending that the plans for the temporary access drive along the proposed pipeline section adjacent to the cemetery will need to be completed prior to our finalization of the requested wall design.
- Of interest to the contractor will be staging areas at each end of the proposed pile wall alignment for storage, construction equipment access, and stock piles for necessary gear and materials. The wall access and storage points should be reflected on the plan set.
- As discussed during our phone conversation, given the revised 20 feet easement and new restrictions, and subsequent wall shift, it may be prudent to evaluate other options for water line placement such as directional drilling.

TASK 3: SURVEY

- Construction Staking
- Parcel Boundary and Easement Calculations
- Parcel Boundary and Easement Staking
- As-builts
- Wall Monitoring (weekly) - \$1,260 each occurrence
- PRV Station Topographic Survey - \$1,850.00 each occurrence

Proposed Budget for PS&E Services:

The following is the breakdown of the Tasks with the associated estimated fees:

Task 1 – Finalize Reports	\$ 1,000.00
Task 2 – Finalize Wall Plan Set	\$ 5,200.00
Task 3 – Survey	\$10,640.00

Total Fee: \$16,840.00

If you should have any questions or comments regarding this proposed scope of work and budget please do not hesitate to contact me at (360) 876-2284. We look forward to working with your firm and the City of Port Orchard on this project. Thank you.

Sincerely,



James Dempsey, PLS
Survey Department Director
N.L. Olson & Associates, Inc.

EXHIBIT B

**Preliminary List of Drawings
Well 13 Design and Construction Management Services
Preliminary List of Drawings
June 8, 2018**

SHEET NUMBER	DRAWING NUMBER	DRAWING NAME
GENERAL		
1	G1	Cover Sheet
2	G2	Index of Drawings
3	G3	General Notes, Survey Notes, and Project Key Map
4	G4	Legends & Abbreviations
5	G5	Site Plan
CIVIL		
6	C1	Well 13 Existing Site Condition, Survey & TESC
7	C2	Temporary Erosion and Sediment Control Details
8	C3	Well 13 Grading, Paving and Drainage Plan
9	C4	Well 13 Site & Yard Piping Plan - 1
10	C5	Well 13 Site & Yard Piping Plan - 2
11	C6	Well 13 Site Stormwater Pond, Plan and Sections
12	C7	Well 13 Site Stormwater Details - 1
13	C8	Well 13 Site Stormwater Details - 2
14	C9	Well 13 Site Restoration/Landscaping Plan
15	C10	Well 13 Site Restoration/Landscaping Details - 1
16	C11	Well 13 Civil Details -1
17	C12	Well 13 Civil Details -2
18	C13	Well 6 Existing Site Conditions & Survey and Demolition Plan
19	C14	Well 6 Grading and Drainage Plan
20	C15	Well 6 Site Restoration/Landscaping Plan
21	C16	Pipeline Along Cemeteries - 1 of 5
22	C17	Pipeline Along Cemeteries - 2 of 5
23	C18	Pipeline Along Cemeteries - 3 of 5
24	C19	Pipeline Along Cemeteries - 4 of 5
25	C20	Pipeline Along Cemeteries - 5 of 5
26	C21	Pipe Connection Details
27	C22	Pipe Connection Details
28	C23	Maple Avenue Road Realignment Plan & Profile - 1
29	C24	Maple Avenue Road Realignment Plan & Profile - 2
30	C25	Maple Avenue Road Realignment Sections & Details - 1
31	C26	Maple Avenue Road Realignment Sections & Details - 2
32	C27	Maple Avenue Road Realignment Sections & Details - 3
33	C28	PRV Stations - General Location Plan
34	C29	PRV Station 1 Plan
35	C30	PRV Station 1 Profiles
36	C31	PRV Station 1 Sections
37	C32	PRV Station 2 Plan
38	C33	PRV Station 2 Profiles
39	C34	PRV Station 2 Sections
40	C35	PRV Station 3 Plan - Melcher PS
41	C36	PRV Station 3 Sections and Details
42	C37	PRV Station Typical Details - 1

EXHIBIT B

43	C38	PRV Station Typical Details - 2
MECHANICAL		
44	M1	SYMBOLS/ABBREVIATIONS/GENERAL NOTES
45	M2	EQUIPMENT SCHEDULE
46	M3	Well 13 Wellhouse Plan, Section and Details
47	M4	WTP Building Plan and Section
48	M5	WTP Building Sections and Details
49	M6	WTP Building - Chlorine/Fluoride Feed System Details
50	M7	WTP Building - Filtration System Plan and Section
51	M8	WTP Building - Filtration System Sections and Details
52	M9	WTP Building - Details
53	M10	WTP Building - Details
54	H1	WTP Building - HVAC
55	H2	WTP Building - HVAC
56	H3	WTP Building - Fire Protection
57	H4	WTP Building - Plumbing - 1
58	P1	WTP Building - Plumbing - 2
59	P2	WTP Building - Mechanical Details - 1
60	P3	WTP Building - Mechanical Details - 2
STRUCTURAL		
61	S1	STRUCTURAL GENERAL NOTES
62	S2	STRUCTURAL GENERAL NOTES
63	S3	STRUCTURAL ABBREVIATIONS AND DETAILS
64	S4	TYPICAL CONCRETE DETAILS
65	S5	TYPICAL CONCRETE DETAILS
66	S6	TYPICAL MASONRY DETAILS
67	S7	TYPICAL MASONRY DETAILS
68	S8	TYPICAL STAIR, LADDER, AND GRATING DETAILS
69	S9	WTP BUILDING - FOUNDATION/FLOOR PLAN
70	S10	WTP BUILDING - ROOF FRAMING PLAN
71	S11	WTP BUILDING - BUILDING ELEVATIONS
72	S12	WTP BUILDING - BUILDING ELEVATIONS
73	S13	WTP BUILDING - BUILDING SECTIONS
74	S14	WTP BUILDING - SECTIONS AND DETAILS
75	S15	Cemetery Retaining Wall - Plan
76	S16	Cemetery Retaining Wall - Sections
77	S17	Cemetery Retaining Wall - Sections and Details
78	S18	Cemetery Retaining Wall - Details
79	S19	Cemetery Retaining Wall - Details
ARCHITECTURAL		
80	A1	GENERAL ARCH NOTES, ABBREVIATIONS AND DETAILS
81	A2	TYPICAL SECTIONS AND DETAILS
82	A3	WINDOW, DOOR, AND WALL SCHEDULES AND DETAILS
83	A4	WTP BUILDING - FLOOR AND PARTIAL PLANS
84	A5	WTP BUILDING - EXTERIOR ELEVATIONS
85	A6	WTP BUILDING - BUILDING SECTION
86	A7	SECTIONS AND DETAILS
87	A8	SECTIONS AND DETAILS

EXHIBIT B

ELECTRICAL		
88	E1	SYMBOLS & LEGEND
89	E2	DETAILS
90	E3	DETAILS
91	E4	DETAILS
92	E5	WELL 13 - OVERALL SITE PLAN
93	E6	WELL 13 WELLHOUSE - POWER/LIGHTING PLAN
94	E7	WELL 13 WELLHOUSE - ELECTRICAL PLAN
95	E8	WELL 13 WELLHOUSE - ELECTRICAL ELEVATIONS
96	E9	WTP BUILDING PLAN - POWER/LIGHTING PLAN
97	E10	WTP BUILDING PLAN - ELECTRICAL PLAN
98	E11	WTP - ONELINE DIAGRAM - 1
99	E12	WTP - ONELINE DIAGRAM - 2
100	E13	WTP - ELECTRICAL ELEVATIONS
101	E14	WTP - ELECTRICAL ELEVATIONS
102	E15	WTP - LOAD CALCS & SCHEDULES
103	E16	CONTROL PANEL ELEV & DETAILS
104	E17	CONTROL PANEL ELEV & DETAILS
105	E18	NETWORK / COMMUNICATIONS DIAGRAM
106	E19	CONTROL WIRE SCHEMATICS SHT 1
107	E20	CONTROL WIRE DIAGRAMS SHT 2
108	E21	CONTROL WIRE DIAGRAMS SHT 3
109	E22	CONTROL WIRE DIAGRAMS SHT 4
110	E23	CONTROL WIRE DIAGRAMS SHT 5
111	E24	CONTROL WIRE DIAGRAMS SHT 6
112	E25	SITE SURVEILLANCE & ACCESS CONTROL

Attachment C Retail, Industrial, Office, and Construction Management Services City of Fort Collins		Line	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate			
																							Estimate	Estimate		
																							115	130,154		
																							116	44		
																							117	21		
																							118	24		
																							119	208		
																							120	1,141		
																							TOTAL SUB-TASK EST. 2008	1,722		
																							121	31,655		
																							122	10,603		
																							123	3,324		
																							124	1,742		
																							125	1,184		
																							126	61		
																							127	3,232		
																							TOTAL SUB-TASK EST. 2009	53,802		
																							128	1,427		
																							129	1,427		
																							TOTAL SUB-TASK EST. 2010	2,854		
																							TOTAL ESTIMATE	2,159,706		



BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

206 . 505.3400
206 . 505.3406 (fax)
www.bhcconsultants.com

August 4, 2020

Mark Dorsey, P.E.
Public Works Director and City Engineer
City of Port Orchard
216 Prospect St.
Port Orchard, WA 98366

**Re: Request for Contract Change Order
Well 13 Project (Port Orchard Contract No. 039-18, BHC #18-10586)**

Dear Mark,

At this point in the overall Well 13 project, BHC is requesting additional fees through this change order. Our original contract funding is nearly exhausted. Our funding was impacted by:

- Payment for sub-consultant change orders.
- Well 13 drilling project extending for an additional 6 months.
- Dividing the Well 13 project into four (4) separate projects (Site Preparation, Well Drilling, Maple Avenue Improvements and Water Main Replacement, and Well 13 Site Improvements with installation of four (4) PRV stations). In the original scope, the Well 13 components were to be included under one design and construction project.
- Out of scope items, such as an additional PRV station and installation of the Varius Seismic Alert System.

The additional costs associated with this change order are detailed below.

Sub-Consultant Change Orders

All City approved sub-consultant change orders were paid via the original BHC project budget.

The sub-consultant change orders are listed below:

- Well 13 Site Preparation Project – N.L. Olson geotechnical services during construction \$4,000. Per the project specifications, the City would hire a third-party geotechnical service to conduct density and compaction testing on the import and native soil materials used for backfill. Olson was selected by the City since they were the design geotechnical engineer.

- Well 13 Well Drilling Project – ATEC Water Treatment pilot testing \$4,500. This activity was not included in the original scope of work. It was recommended by BHC and agreed upon by the City to conduct the pilot testing.
- Well 13 Well Drilling Project – Robinson-Noble change order for additional work due to extended drilling schedule \$39,048.70. The change order was reviewed and approved by the City.
- Well 13 Maple Avenue Project – N.L. Olson geotechnical analysis and surveying along unstable slope for new HDD section at cemetery property - \$12,500. In the original scope of work, the unstable slope was to be reinforced by a retaining wall. The geotechnical work to support the wall was conducted under the Well 10 project. Due to cost benefits, it was decided to eliminate the retaining wall and use Horizontal Directional Drill to install the water main. Additional geotechnical and survey work was required to determine the location of the slope slide plane in order to install the water main below it.
- Well 13 Maple Avenue Project – PBS Engineering and Environmental, Inc. hazardous materials survey at COPO property \$3,118. This was required to demolish the City's owned house.
- Well 13 Maple Avenue Project – N.L. Olson survey for water main reroute section \$3,950. The City requested that the water main be routed around a section of cemetery property. Survey was required for the reroute section.
- Well 13 Maple Avenue Project – N.L. Olson geotechnical work, including borings, along cemetery property for HDD construction \$19,600. The water main section to be installed via HDD was originally set for the shorter slope section, with the remaining main installed by open trench in the easement across cemetery property. The City decided to increase the HDD section to include the entire cemetery property. This required additional geotechnical work along the longer HDD section.
- PRVs – N.L. Olson survey of 4 PRV sites \$7,800 (note, this change order to be submitted to the City for approval).
- Archaeological Services – ASM Affiliates for on site observation during excavation activities on the Maple Avenue project. It is estimated that excavation activities will last for 30 working days. The daily cost for the archaeologist is \$800/day and \$3,500 for a final report. Total approximated cost = \$27,500.
- Seismic Early Warning System – Varius Corporation will install a seismic early warning system to well 13 and supply valve to Sedgwick Reservoir under the Well 13 Site Improvements project. The design, materials/equipment, and installation cost is \$35,000.

Additional Cost = \$157,000

Processing and Management of Sub-Consultant Change Orders

Total Sub-Consultant C.O.'s = 8. For coordinating with the contractor and the City before issuing the change order, writing and processing the change order, and managing the work performed by the sub-consultant under the change order, the time spent per change order is estimated at 3 hours.

Additional Cost = 3hrs/C.O. x 8 C.O.'s x \$200 = **\$4,800**

Construction Document Packages

Originally, one construction document package (plans, specifications, and OPCC) was budgeted. Although many of the drawings, specifications, and OPCC for the one original project are applicable to all four projects, additional drawings and/or efforts to compile bid drawing sets, prepare specifications, develop OPCCs, and coordinate with BHC and City staff for QA/QC reviews and responses are required. This includes 60% and final deliverables for each package. Below outlines an estimated effort for the three additional projects.

- Drawings – For each bid drawing set, assumed 3 additional drawings per project. Estimated cost per drawings, including CAD and engineering time and coordination time, is \$4,000 per drawing. Additional cost = 3 drawings x \$4,000 per drawing x 3 projects = \$36,000
- Specifications – For each bid specification, assume an additional 20 hours to revise the front-end specifications and special provisions and to provide coordination. Additional cost = 20 hours x \$200/hr x 3 projects= \$12,000
- OPCCs – For development of three separate OPCCs and coordination, assume an additional 4 hours per project. Additional cost = 4 hours x \$200/hr x 3 projects = \$2,400.
- Plans, Specifications, and OPCC Reviews – Assume an additional 6 hours per project for BHC internal review, responses to City review comments, and coordination. Additional cost = 6 hours x \$200/hr x 3 projects = \$3,600

Total Cost for Three Additional Construction Projects = **\$54,000**

Assistance During Bid

Original fee for this bid item was \$5,000. The fee covered all work under one bid process. Now, four bid processes will have occurred (site preparation, well drilling, Maple Avenue Improvements and Water Main, and Well 13 Site Improvements). Four separate bid processes require finalization of four separate bid documents, coordination of four separate bid advertisements, responses to four rounds of bidder questions, and preparation of addenda for four bid packages. Assume \$5,000 per bid process.

Additional Cost = \$5,000 x 3 = **\$15,000**

Construction Assistance

Original fee for this item was \$112,000 and this covered all construction work under one construction contract. Now, four construction contracts with different contractors will have occurred. The original fee covers many of the items that are or would be included in the additional three construction contracts. However, additional activities, such as site meetings, RFIs, submittals, possible change orders, processing of contractor invoices, and coordination with the contractor and the City would be incurred for the three additional construction projects. The additional cost for this activity was based on the following:

- Site Construction Meetings – Assume 5 additional meetings per project at 5 mtgs/project x 3 projects x \$200/hr x 4 hours per meeting (includes travel and distributing meeting minutes) = \$12,000
- RFIs, Submittals, and Change Orders – From the Site Preparation project, there were 10 submittals, 2 RFIs, and 4 change orders. These amounts will be assumed for the three additional projects. For each submittal, RFI, and change order, assume 3 hours to coordinate with the contractor and City, review, and respond in writing. Additional cost = 16 submittals/RFIs/C.O.'s x 3 hours x 3 projects x \$200/hr = \$28,800
- Coordination (day to day coordination with such things as phone calls, emails, informal questions, etc.) with Contractor and City – Assume 8 hrs per project = 8 hrs/project x 3 projects x \$200/hr = \$4,800
- Reviewing and Processing Contractor Invoices – Assume an additional 6 invoices per projects at 3 hrs to review, update City's cost tracking spreadsheet, and coordinate with contractor to sign City's invoice sheet = 6 invoices/project x 3 hrs/invoice x 3 projects x \$200/hr = \$10,800.

Total Cost for Additional Construction Assistance = **\$56,400**

Additional Construction Time for Well 13 Drilling

The original well completion schedule was November 2019. Due to additional drilling depths, the well was completed at the end of May 2020. The extended drilling schedule required additional BHC work and time. The additional time or hours came directly from BHC invoices during this period.

Additional cost = **\$15,300**

Permitting

Majority of the permitting effort was conducted by a sub-consultant. However, BHC was tasked to compile the permit documents, coordinate, and submit permit information to DOH, DOE, and the City of Port Orchard, and respond to agency comments. The original scope fee for this item was \$4,900. Assume this effort for all four projects.

Additional Cost = \$4,900 x 3 = **\$14,700**

Additional PRV Design

The design for the initial three PRV's was included in the original fee. From the rezoning modeling effort, a fourth PRV was needed. To develop a design cost for the additional PRV, assume development of 3 drawings at \$5,000 per drawing for CAD and engineering.

Additional Cost = \$5,000 x 3 = **\$15,000**

Varius Seismic Warning System for Well 13 Site Improvements

The City has requested that the Varius Seismic Warning System be installed at Well 13. Coordination with Varius, incorporation of their equipment, and installation of a shut off valve at the existing reservoir will be required. At this time, it is estimated that this work will cost **\$5,000**.

TOTAL BHC CHANGE ORDER = \$337,200

Please contact me if you have any questions or would like to discuss any of the items listed above. My direct number is (206) 596-5297.

Respectfully Submitted
BHC Consultants

A handwritten signature in blue ink that reads "John Gillespie". The signature is written in a cursive, flowing style.

John Gillespie, P.E.
BHC Project Manager



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>August 18, 2020</u>
Subject:	<u>Approval of Change Order No. 3 to</u>	Prepared by:	<u>K. Chris Hammer, P.E.</u>
	<u>Contract No. C077-18, with Schneider</u>		<u>Assistant City Engineer</u>
	<u>Equipment, Inc. for the Well No. 13</u>	Atty Routing No.:	<u>Public Works – Matter 9</u>
	<u>Drilling Project</u>	Atty Review Date:	<u>August 12, 2020</u>

Summary: On December 11, 2018, the Port Orchard City Council authorized Contract No. C077-18 with Schneider Equipment, Inc for the Well 13 Drilling Project. On July 8, 2019, by Change Order No. 1 (for \$4,034.70) the City Public Works Director directed Schneider Water Services to perform additional drilling from 1700 feet to 2010 feet. On August 5, 2019, by Change Order No. 2 (\$42,308.19), the City Council directed Schneider Water Services to increase the well casing by approximately 500 feet.

The City and contractor have prepared Change Order #3, which provides for additional work related to water testing and final adjustments increasing and decreasing the amount for the various unit priced items of work to reflect the actual quantities measured. This change order is for the total amount of \$20,609.33, and would bring the total Contract amount to \$1,976,424.22 (a 42% increase over the initial, awarded contract).

Relationship to Comprehensive Plan: Consistent with Chapter 7 - Utilities.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Change Order #3, with Schneider Equipment, Inc in the amount of \$20,609.33.

Motion for Consideration: I move to authorize the Mayor to execute Change Order #3 with Schneider Equipment, Inc in the amount of \$20,609.33.

Fiscal Impact: The Well#13 Project is estimated to cost approximately \$8.2 million.
Of this amount 75% is expected to be paid from Water CFC and 25% from Water Rate Revenue:

Based on the proportionate share above, the City will fund the project as follows:
~\$6.150 million from Water CFC revenue
~ 2.050 million from Water Rate Revenue

The project is funded with a combination of loan proceeds, Water Capital Facility Charges, and Water Rate Revenues.

A future budget amendment will be required to fund.

Alternatives: None

Attachments: Schneider Change Order #3/ Final.

CITY OF PORT ORCHARD

Authorization for Change Order No. 3

Date: July 9, 2020 **Contractor:** Schneider Equipment, Inc.
Project: Well 13 Drilling Project 21811 River Road NE
Contract / Job # CO77-18 St. Paul, OR 97137

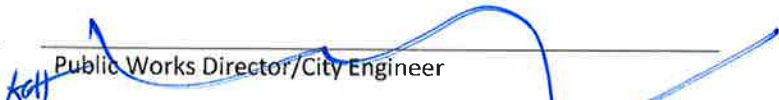
THIS CHANGE ORDER AUTHORIZES (add description). Authorized additional work to support testing and final quantity adjustments.

	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$1,279,900.00	\$115,191.00	\$1,395,091.00		Council
Change Order 1	\$44,830.00	\$4,034.70	\$48,864.70		PWD
Change Order 2	\$470,091.00	\$42,308.19	\$512,399.19		Council
Change Order 3	\$18,412.23	\$1,657.10	\$20,069.33		Council
Total Contract	\$1,813,233.23	\$163,190.99	\$1,976,424.22		

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


 Contractor Approval Signature

Steve Schneider V.P.
 Printed Name & Title


 Public Works Director/City Engineer

MARK R. DORSEY, P.E.
 Printed Name

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

Approved: _____
 Mayor

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

Attest: _____
 City Clerk

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

 Council Approval Date



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Discussion Item 8B
 Subject: Lodging Tax Funding Allocations for 2021

Meeting Date: August 18, 2020
 Prepared by: Brandy Rinearson

 City Clerk

 Atty Routing No.: N/A
 Atty Review Date: N/A

Summary: Around this time each year, staff solicits applicants to apply for Lodging Tax funds that are used for tourism and marketing of the City to attract tourists.

At the August 10, 2020, Economic Development/Tourism committee meeting, committee members and staff discussed options on how the City should proceed in the funding allocation process for 2021, due to the amount of estimated revenue coming in lower than anticipated and with a significant amount of funds for 2020 not being expended.

Some of the comments were to:

- 1) Roll over the 2020 (\$100,000) awarded amounts for each organization to 2021 and solicit applicants to award new projected revenue for 2021.
 - i. When soliciting for 2021 allocations, will the same applicants using 2020 “roll over” funds be able to apply for 2021 funds?
- 2) Take the awarded amount not expended in 2020 (approximately \$80,000) and split it between the 2021/2022 Biennial Budget and solicit applicants to award new projected revenue for 2021. The thought is to help spread the award amount over the two years, rather than having a smaller amount in the future.
- 3) Review funds available and provided a new allocation amount for 2021-2022.
- 4) Delay the soliciting of applicants to better determine fund balance and allocation.

Should the City move forward with soliciting applicants for 2021 disbursements are there limitations the council wishes to set. Committee discussed the following options:

- 1) Seek applications for applicants putting on events during certain months, rather than all year.
- 2) Require Kitsap County be in phase 4 before expending funds.
- 3) Set guidelines on additional personal protection requirements.

Below are what other jurisdictions are doing:

Bremerton: Still reviewing how they will proceed in allocating 2021 funds.

Poulsbo: Applications states that due to economic downturn in 2020, revenues available in 2021 will be reduced by 30%

Kitsap County: Nothing indicated on their RFP stating they are taking any steps different than previously.

Recommendation: N/A

Relationship to Comprehensive Plan: N/A

Fiscal Impact: 2020 allocations were set at \$100,000; currently it is estimated that \$80,000 of those funds won't be expended and will be available to reallocate for 2021 disbursement.

Alternatives: N/A

Attachments: None.