

Gig Harbor City Council Meeting

**May 12, 2003
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 12, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of April 28, 2003.
2. Correspondence / Proclamations: a) Kinship Caregiver Day b) Tourism Week
c) Maritime Gig Teen Dance
3. Appointment to the Planning Commission.
4. Appointment to the Lodging Tax Advisory Committee.
5. Shoreline Inventory Consultant Services Contract.
6. Skansie / 72nd Street Waterline Project Bid Award.
7. Skansie / 72nd Street Waterline - Construction Survey Consultant Services Contract.
8. Skansie / 72nd Street Waterline - Geotechnical Materials Testing Consultant Services Contract.
9. Burnham Drive Curb and Gutter Contract Authorization.
10. Shurgard Reservoir Tank Repainting Project – Amendment No. 1 to Consultant Services Contract.
11. Remote Monitoring and Telemetry System - Contract Authorization.
12. Approval of Payment of Bills for May 12, 2003.
Checks #40011 through #40145 in the amount of \$336,678.13.
13. Approval of Payroll for the month of April:
Checks #2492 through #2544, and direct deposit entries, in the amount of \$234,377.78.

OLD BUSINESS:

1. Second Reading of Ordinance – Moorage Fees.

NEW BUSINESS:

1. Certified Local Government Program.
2. First Reading of Ordinance – Adoption of the Park, Recreation & Open Space Plan.

STAFF REPORTS:

GHPD – March Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 28, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE

Mayor Wilbert asked to add an additional Staff Report to the agenda. She said that Chief Mitch Barker would be presenting information on recent events.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of April 14, 2003.
2. Correspondence: Letter from Connie Brown.
3. Interlocal Agreement with Pierce County Implementing SHB 2060.
4. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Pioneer Condo, LLC.
5. Assigned Counsel Agreement.
6. Approval of Payment of Bills for April 28, 2003.
Checks #39881 through #40010 in the amount of \$350,657.42.

MOTION: Move to approve the consent agenda as presented.
Franich / Young – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Community Center Preliminary Design – Consultant Services Contract. Mark Hoppen, City Administrator, explained that of the 2003 City Budget is to support the design for a community center. He described the process that had occurred to explore the feasibility of such a project. Mark explained that the contract that the proposed contract with Thomas Cook Reed Reinald was for preliminary design services. He introduced members in the audience who were present to speak on the proposal.

Ron Thomas, President of TCRR Architects, gave an overview of the team who would be involved in the project; a project schedule; the development of a prototype concept; and how this design would fit the Gig Harbor site to best serve the community. He addressed Council's questions on backing for such a project by describing what has occurred in other communities where this concept has been proposed. Mr. Thomas explained that they were working on the estimate for the project on the south end, and would report back as soon as he had the final figures.

Gary Yazwa, Executive Director of the South Puget Sound Boys and Girls Clubs, explained the strategy to obtain support and funding. He said that the goal is to submit a plan to the Board of Trustees by September to begin the public input process and a fundraising campaign. He said that he would be looking to raise approximately 15 million, 7.5 million for construction, and the remainder for maintenance and operation funds.

Mark Hoppen explained that Pierce County had committed to leasing the property for a very low cost if the project were built within three years. The 50-year lease would then be renewable for an additional fifty years.

Jim Coolican, Superintendent, Peninsula School District, said that the school district fully supports the Community Center. He said that this is a great opportunity to promote partnerships and community involvement. He discussed the advantage of the use of athletic fields next to the building site. He explained that the school district had not budgeted any funds for the project, but considered the land as their contribution, as they have a lease with Tacoma and they are willing to give that up. He discussed the "After Hours" program on the Key Peninsula and the opportunity for children to be taken care of after school.

John Ortgeisen, Park Planner and Landscape Architect for Pierce County Parks and Recreation, explained that Pierce County Parks fully supports this project for a Boys & Girls Club. He said that as owners of the property, a fifty-year lease has been granted in support, at the cost of \$10 per year.

Councilmembers spoke in support of the project.

MOTION: Move to approved the consultant services contract as a "R and D" project, in an amount not to exceed \$20,000.
Ruffo/Ekberg – unanimously approved.

2. Resolution Authorizing Application for IAC Funding Assistance on the Skansie Park Property. David Rodenbach, Finance Director, explained that this would allow the city to apply for funding assistance for a portion of the Skansie property from the driveway to Jerisich Park. He said that the grant would allow for funding assistance for 50% of the appraised value.

Councilmember Franich asked for assurance that this would not prevent the city from using the property on the south side for other purposes. Mark explained that a regulation of an IAC grant was to assure that the area would be used for recreation purposes. He said that this agreement would only affect the grassy area.

MOTION: Move for adoption of Resolution No. 608.
Picinich / Ruffo – unanimously approved.

3. Resolution Authorizing Application for IAC Funding Assistance for the Cushman Trail Project. Mark Hoppen said that this grant could potentially fund the development of the Cushman Trail from the Kimball Park-N-Ride site up to Borgen Boulevard. He described the nature of the trail and discussed the cost of the project. He said that the city's portion would come to \$378,000; the county's portion would be \$122,000 for four miles of trail.

John Ortgeisen reported that Pierce County Parks and the city are forming a partnership to apply for a federal land/water conservation grant through the IAC. He said that the grant is for \$1,000,000 and the city and county would have to provide is \$500,000 of the \$1,000,000 in matching funds. He described the project and answered questions. He said a portion of the funding would go toward a boardwalk and trails along the wetlands located on the Wilkinson Farm. He felt that there was a good chance of obtaining the grant.

Councilmember Dick asked about the possibility of asking for military assistance as a training exercise to build any bridges necessary to the project. He suggested that this might help offset costs. John said that this might be a possibility for the blowout between Rosedale and the museum.

Councilmember Dick then asked if these funds were budgeted for 2004, if the city would be able to do other projects, such as a west-side park. Mark explained that it would depend on the opportunities that might arise.

MOTION: Move to adopt Resolution No. 609.
Ekberg / Ruffo – six voted in favor. Councilmember Franich voted no.

STAFF REPORTS:

1. 1st Quarter Financial Report. David Rodenbach, Finance Director, reported on the first quarter of 2003. He explained that revenues are where expected and General Fund expenditures are at 19% of budget. He said that the sales tax in the city is growing.

2. Shoreline Plan Update. John Vodopich described the on-going process for the Shoreline Plan update. He explained that unfortunately, no support and/or guidance from the DOE has come forth, and that the Citizens Committee has recommended a limited amendment to the existing Shoreline Management plan to update the map to reflect the current city's and Urban Growth Area boundaries; to conduct a more detailed shoreline inventory; to compare the shoreline plan with the comp plan to address inconsistencies; and to address building size as it relates to the view corridor.

He said that there had been an \$30,000 increase in the city's Coastal Zone Planning Grant, adding that there were adequate funds in the budget to cover the city's matching fund requirements. Council concurred with the recommendation to go forward with the minor amendments to the plan. John said that he will bring forward a consultant

services contract at next meeting.

3. Chief Mitch Barker. Chief Barker explained that he wanted to bring Council up to date on the incident that happened Saturday when the Chief of Police of Tacoma shot his wife and then himself. He gave brief overview of the incident, explaining that Pierce County, Washington State Patrol and the City Police Department were all assisting. He said that he and Detective Crocker had just returned from Harborview, where they visited the family, all residents of the Gig Harbor area. He said that the department will continue to support Crystal's family and lend support wherever possible.

Chief Barker then commended Detective Crocker, who serves as a negotiator on the Pierce Metro Combination Swat Team, and, who recently negotiated a peaceful resolution to a five-hour incident.

PUBLIC COMMENT:

Connie Brown 9510 Johnson Lane. Ms. Brown explained that she is a student at WSU and is a part-time instructor for Renton Technical College and Green River Community College and teaches parent education. She explained that the purpose of her letter is to gain support for a program to educate the public on the safe storage of firearms. Councilmember Ruffo suggested that P.C. Net Emergency Preparedness program would be a good avenue for her program. The city clerk offered to put her in contact with the city's contact person.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert reported that the Arbor Day Festival on Saturday was a great success. There were over 200 people present at the Civic Center who enjoyed varied activities. She announced that this will become an annual event.

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.
Franich / Young - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1-18

Gretchen Wilbert, Mayor

City Clerk



CHILD & FAMILY GUIDANCE CENTER

THE WIEGMAN FAMILY CENTER • 6424 N 9th ST., Tacoma, WA 98406-2036 • (253) 565-4484 • fax (253) 565-5823
 SOUTH TACOMA CENTER • 3516 S 47th ST., Suite 102, Tacoma, WA 98409 • (253) 472-9166 • fax (253) 472-8907

RECEIVED

APR 14 2003

CITY OF GIG HARBOR

April 10, 2003

Mayor Gretchen S Wilbert
 City of Gig Harbor
 3105 Judson St
 Gig Harbor, WA 98335

Dear Mayor Wilbert:

I am writing this letter on behalf of the Kinship Families in your community, requesting your City proclaim Wednesday May 21, 2003 as Kinship Caregiver Day. This is the tenth year we have had the Governor issue a state proclamation and I am enclosing a copy for your use. If you would like a kinship caregiver to attend the council meeting when the proclamation is read, feel free to contact me and I will make arrangements.

During the past year, the Institute for Public Policy issued a report, *Kinship Care in Washington State: Prevalence, Policy and Needs* as directed by the 2001 State Legislature. In the 2002 legislative session Department of Social and Health Services (DSHS) convened a kinship caregivers working group to brief the Legislature on 'policy issues to be considered in making kinship care a robust component of the out-of-home placements spectrum.' The group put forward 16 high priority recommendations and 7 medium priority recommendations. These recommendations will help develop policy and support for kinship caregivers.

Pierce County continues to be a leader in advocating, supporting and offering educational opportunities regarding the issues and concerns of kinship caregivers. If there is anyway I can be of assistance to your community, please feel free to contact me at 253-565-4484 ext 104 or edith@cfgcpc.org.

Sincerely,

Edith Ower, Coordinator
 Pierce County Relatives Raising Children



Serving our community since 1895

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the family is the cornerstone of our communities, state and nation and children are the future of society; and

WHEREAS, the care, protection and nurturing of children has traditionally been the responsibility of biological parents with support from the community; and

WHEREAS, kin are stepping forward in ever-increasing numbers to assume full, daily parental responsibilities for children whose parents are unable or unwilling to appropriately parent their children; and

WHEREAS, these kin face day-to-day living challenges as well as emotional, financial and legal obstacles, often alone and without support; and

WHEREAS, their commitment to these children is to provide a healthy, safe and happy childhood; and

WHEREAS, the number of children being cared for by kin is increasing daily and the length of time they remain with kin has gone from months to years; and

WHEREAS, the significance of the care and nurturing of these children by their kin deserves to be recognized;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim May 21, 2003, as

KINSHIP CAREGIVER DAY

And invite all citizens of Gig Harbor to join me in the special observance being celebrated across our Country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of May, 2003.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, tourism is a booming industry around the world and Gig Harbor is experiencing a growth in tourists and visitors; and

WHEREAS, Gig Harbor is such a beautiful place, which naturally beckons visitors, providing an industry that substantially benefits the local economy; and

WHEREAS, Gig Harbor's natural beauty, cultural heritage, historic interest and variety of recreation opportunities are waiting to entertain local neighbors, visitors and corporate meetings; and

WHEREAS, the Gig Harbor Visitor Services Office in conjunction with Destination Gig Harbor, a committee of Gig Harbor Peninsula Area Chamber of Commerce, believes that we should capitalize on the tourism market by *managing* the visitors we have, and using their presence in our community to preserve, retain and enhance this authentic Maritime City; and

WHEREAS, tourism is a very clean industry and generates positive economic impact without creating needs for schools or housing and if tourism is managed efficiently, it is a very positive industry for our community;

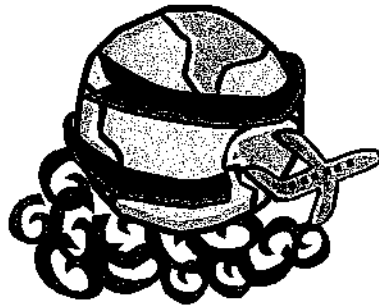
NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, recognizing that tourism is a positive effort in our community, do hereby declare the week of May 10th – 17th as

TOURISM WEEK 2003

In the City of Gig Harbor and encourage all citizens to join me in celebrating the vitality of tourism in our community. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of May, 2003.

Gretchen A. Wilbert, Mayor

Date



RECEIVED
MAY 2 - 2003
CITY OF GIG HARBOR

"Leaving on Jet Plane"
Maritime Gig Teen Dance
June 6, 2003

April 29, 2003

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Dear Mayor Wilbert,

As the Maritime Gig of 2003 quickly approaches, we are in the midst of planning the second annual Maritime Gig Teen Dance. At this time, we would like to take the opportunity to invite you to attend.

This year's dance will take place on June 6 from 8:00 to 11:00 p.m. The dance will have the theme, "Leaving on a Jet Plane." We are truly looking forward to providing Gig Harbor's teens with a night of fun and dancing. We hope that you will be able to join us!

Thank you,

The Dance Planners

Erin Launius-- junior, Gig Harbor High School
Erica Fagerstrom-- junior, Gig Harbor High School
Mark Mathura--junior, Peninsula High School
Kari Greenlee -- junior, Peninsula High School



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *gw*
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION
DATE: MAY 7, 2003

INTRODUCTION / BACKGROUND

In June, one position on the Gig Harbor Planning commission comes up for appointment consideration.

Following a recruitment ad for persons interested in serving on the Planning Commission, five applications were submitted. Three live outside the city and the UGA. One has been a resident of the city for two years. The fifth is a request by Kathy Franklin to be re-appointed.

Ms. Franklin has been the manager of the Maritime Inn on Harborview Drive since it's opening and is a resident of the city.

RECOMMENDATION

To reappoint Kathy Franklin to a six-year term on the Gig Harbor Planning Commission.



**2003
City of Gig Harbor
Planning Commission Roster**

<u>Name:</u>	<u>Term:</u>
Kathy Franklin 9620 Woodworth P.O. Box 177 or Maritime Inn – 3212 Harborview Drive	June 2003
Paul Kadzik, Chair 3518 Harborview Dr	June 2006
Theresa Malich 8424 Goodman Dr NW	June 2007
Dick Allen 3603 Ross Ave	June 2008
Paul R. Conan 3101 Judson St #201B	June 2005
Bruce Gair, Vice Chair 9301 N. Harborview Dr	June 2004
Carol Ann Johnson 4318 35 th Ave NW	June 2005

**CITY OF GIG HARBOR
PLANNING COMMISSION RECRUITMENT**

Gig Harbor Mayor, Gretchen Wilbert, is issuing a call for citizens interested in serving on the Gig Harbor Planning Commission. This position is strictly voluntary and is not subject to compensation by the City. The term of the appointment would be through June 2009.

The Planning Commission provides guidance and recommendations to the City Council on comprehensive land-use planning matters. Meetings of the Planning Commission are conducted on the first and third Thursdays of each month during the evening.

Persons interested in serving on the Planning Commission should submit a letter of interest to the Mayor, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 no later than 5:00 P.M. on Friday, May 2, 2003.

RECEIVED
APR 18 2003
CITY OF GIG HARBOR

April 17, 2003

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Madam Mayor:

Pursuant to our phone conversation this date I would like to re-submit my name to serve on the Planning Commission.

I have enjoyed the opportunity you afforded me last July to serve the remainder of Kae Paterson's term. It has been a short but very exciting experience to play an active part in the growth and enrichment of my community. I have learned a great deal with the help of your Community Development staff and my fellow commissioners, and would very much like to continue for another term.

Sincerely,


Kathy Franklin



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT TO THE LODGING TAX ADVISORY COMMITTEE
DATE: MARCH 5, 2003

INFORMATION/BACKGROUND

We recently received a letter of resignation from Chris Erlich for her position on the Lodging Tax Advisory Committee. We thank Chris for her participation on the committee and wish her the best. The Historical Society Board has asked that we consider appointing Carl Borg, the Marketing Director for the Historical Society, to fill her position on the Committee.

RECOMMENDATION

A motion for the appointment of Carl Borg to fill the vacant position on the Gig Harbor Lodging Tax Advisory Committee.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT – ADOLFSON ASSOCIATES, INC.
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

Staff has been working with a Council appointed citizens advisory committee for the purpose of revising the existing Shoreline Master Program (SMP). An updated inventory of shoreline conditions in the City of Gig Harbor's shoreline jurisdiction and document the results in a revised report, including a series of maps produced using a geographic information system (GIS) is a necessary component of Plan.

Adolfson Associates, Inc. prepared the initial inventory and is best suited to complete this next phase of the project.

The City Attorney has reviewed and approved the consultant services contract as presented.

FISCAL CONSIDERATIONS

The cost of preparing an inventory of conditions in the City of Gig Harbor's shoreline jurisdiction and document the results in a revised report, including a series of maps produced using a geographic information system (GIS) is \$26,915. The City was recently granted an amendment to our existing Section 306 Coastal Zone Management planning grant specifically for the purpose of revising the shoreline inventory. The total grant amount was increased from \$53,000 to \$83,000 and the City's match increased from \$26,500 to \$41,500.

Adequate funds exist in the adopted 2003 Budget to cover the required local match for the purposes of preparing the shoreline inventory.

STAFF RECOMMENDATION

I recommend that the City Council approve the consultant services contract with Adolfson Associates, Inc. in an amount not to exceed twenty-six thousand nine hundred fifteen dollars (\$26,915) as presented.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ADOLFSON ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Adolfson Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 5309 Shilshole Avenue NW, Seattle, WA 98107, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in an update of the Shoreline Master Program and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 5, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-six thousand nine hundred fifteen dollars (\$26,915) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of

receipt. 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.

III. 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.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 30, 2003 provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in

the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. 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 all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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 the Revised Code of Washington (RCW) Section 51.08.195, as required 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 RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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 City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
David Wortman
Adolfson Associates, Inc.
5309 Shilshole Avenue NW, Suite 200
Seattle, Washington 98107
(206) 789-9658
Facsimile (206) 789-9684

CITY
John P. Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170
Facsimile (253) 853-7597

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

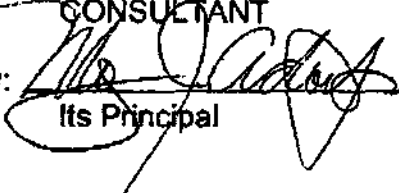
XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this _____ day of _____, 2003.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
David Wortman
Adolfson Associates, Inc.
5309 Shilshole Avenue NW, Suite 200
Seattle, Washington 98107
(206) 789-9658
Facsimile (206) 789-9684

CITY
John P. Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170
Facsimile (253) 853-7597

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Exhibit A City of Gig Harbor Shoreline Inventory Revision Scope of Work: May 5, 2003

Adolfson will amend its previously completed January 2002 inventory of conditions in the City of Gig Harbor's shoreline jurisdiction and document the results in a revised report and in a series of maps produced using a geographic information system (GIS). Individual tasks are discussed below.

Task 1: Coordination/Meetings

This task includes miscellaneous project management tasks, coordination meetings with the prime consultant and City, and attendance at public/planning commission meetings. Under this task, Adolfson will:

- Attend one inventory "kickoff" meeting with the shoreline master program consultant and/or City of Gig Harbor staff to collect relevant information, discuss document and map format, review comments on the previous draft, develop schedules, and address other project issues as needed.
- Attend a total of up to three meetings with the public and/or planning commission to present and discuss the findings of the inventory.
- Maintain regular communication with the shoreline master program consultant and the City, as needed, to complete the inventory.
- Provide project status reports along with invoices submitted to the City.

Task 2: Conduct Shoreline Inventory

Under this task, Adolfson will compile a revised inventory of Gig Harbor's shoreline jurisdiction and the shoreline jurisdiction within the City's Urban Growth Area (UGA). This includes approximately 2 miles along Gig Harbor and Puget Sound within the city limits; approximately 3 miles along Gig Harbor and Colvos Passage in the UGA; and approximately 1 mile along Henderson Bay in the UGA. This task includes the following items:

- Request additional data as needed to supplement existing information from county, state, and federal agencies pertaining to wildlife, wetlands, fisheries, water quality, benthic organisms, surf smelt spawning areas, shellfish, substrate in the intertidal and subtidal zones, geologic hazards, aquifer recharge areas, frequently flooded areas, and other pertinent natural environment elements.
- Review any additional applicable reports and maps on watershed conditions, salmonid habitat limiting factors, wetland, and flood hazard areas to characterize ecosystem-wide functions and processes. The City or prime consultant will provide Adolfson with copies of any additional pertinent wetland and wildlife studies.

- Review reports and maps provided by the City or shoreline master program consultant to characterize existing land use and land use/zoning designations in the City's shoreline jurisdiction. Estimate impervious surface area based on existing land use and methods established by Ecology's Storm Water Management Manual for Western Washington.
- Identify the location of bulkheads and modified shoreline areas using air photos, Washington Shorezone Inventory data, supplemented by field verification.
- Briefly characterize utilities and roads in the City's shoreline jurisdiction using information on public works provided by the City.
- Briefly characterize existing public access points and potential future public access opportunities using information (e.g., park and open space plans) provided by the City.
- Provide a discussion of the SMA regulatory background, specifically identifying and addressing Gig Harbor's management of shorelines of statewide significance (RCW 90.58.020).
- Conduct up to two days of fieldwork to evaluate shoreline conditions such as vegetation and habitat quality, shoreline modifications, and restoration opportunity areas. Fieldwork does not include any quantitative habitat studies or wetland delineations; rather, fieldwork will be limited to general observations of conditions. Fieldwork will be limited to those areas of the shoreline accessible from public land.

Deliverables:

Adolfson will prepare a revised written report assembling inventory data collected above. The inventory report will provide a revised background summary of land use and resource conditions throughout the City's shoreline jurisdiction.

The City's shoreline will also be divided into planning segments to characterize conditions and conservation opportunities in distinct shoreline areas. These segments are also intended to aid in the review of shoreline designations. Existing conditions and conservation opportunities will be summarized in the report for each planning segment.

Based on inventory and mapping, Adolfson will develop a set of recommendations by shoreline segment for identifying opportunities and constraints related to: 1) improving environmental protection; 2) restoring the environment where processes have been impaired; 3) providing public access; and 4) promoting water-oriented uses. Data gaps will also be identified.

This scope assumes response to one round of comments each, from the shoreline master program consultant, the City, and the Planning Commission. This scope also includes response to comments from Ecology and other resource agencies to the extent that such comments do not entail substantial new analyses or fieldwork not specified in this scope of work.

Task 3: GIS Mapping

Adolfson will prepare a "portfolio" of shoreline maps to accompany the inventory report at appropriate viewing scales. Adolfson will conduct GIS analysis to support development of the shoreline inventory report. GIS data development will be limited to definition of the shoreline jurisdiction, planning segments, and proposed shoreline environment designations. The maps and any GIS data developed will be consistent with Ecology's GIS standards.

GIS data and digital orthophotography used to develop maps will be based on existing data provided by the City and /or shoreline master program consultant. This scope of work assumes that all GIS data and digital orthophotography provided by the City or shoreline master program consultant is georeferenced to a projection and datum consistent with Pierce County GIS standards. Additional GIS data from resource agencies, if available, will also be included. These datasets include National Wetlands Inventory (NWI), Priority Species Habitat (PHS), Marine Resources Database (MRS), Streamnet, the Washington Shorezone Inventory, and the Washington Coastal Atlas.

Adolfson will prepare the following maps:

- An overall land use map showing zoning or comprehensive land use designations if available, the City/UGA boundary, and existing shoreline environment designations.
- A overview map to show the shoreline jurisdiction as well as available mapped data on:
 - Wetlands (National Wetland Inventory and other available digital data)
 - Presence of listed species, including WDFW priority habitats and species
 - Geologic hazard areas (if already available in digital format)
 - Aquifer recharge areas (if already available in digital format)
- One more detailed map for each shoreline planning segment, developed as an air photo overlay (using the most recent air photos available), showing:
 - Shoreline modifications (bulkheads, culverts, outfalls, docks, etc., field verified as necessary);
 - Vegetation areas, including upland vegetation, eelgrass beds, and kelp beds; and
 - Opportunity areas for shoreline use, public access, protection, and restoration.

If necessary, after evaluating existing available data, Adolfson will field verify and augment existing land use and shoreline modification information (e.g., water-dependent, water-enjoyment, non-water related uses; bulkheads, outfalls, docks, over-water structures and boat ramps) using up to two days of fieldwork previously mentioned.

This scope assumes 3-5 planning segments.

Deliverables:

- One draft set of hard copy report-sized maps (8.5x11 or 11x17), and in digital format. Larger format maps will be provided in digital format for printing by the City or shoreline master program consultant. This scope also includes one round of changes made in the final maps in response to public, City, or agency comment. Any additional printing requests will be done at cost, or by the shoreline master program consultant or City.

Task 4: Develop Environment Designation Recommendations

Adolfson will recommend environment designations for the various shoreline segments and provide a brief justification for those environments based on the inventory findings and review comments from the City, shoreline master program consultant, and reviewing agencies and tribes.

Deliverables:

- Memo outlining recommendations for shoreline environment designations within each shoreline planning segment, and a brief justification for those environments.
- A map for each shoreline planning segment showing proposed shoreline environment designations and parcel layers. Maps will be prepared by overlaying the shoreline jurisdiction with proposed environment designations on the most recent air photo available.



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SKANSIE/72ND STREET WATERLINE PROJECT (CWP-0206)
- BID AWARD
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

A budgeted objective in the City's water department provides for the construction of a 12-inch water main along 72nd Street between Skansie Street and Wagner Way.

In response to an advertisement for bids, four bid proposals were received as summarized below:

Babbitt Construction	\$227,535.94
Harlow Construction	\$265,310.68
Kar-Vel Construction	\$265,328.19
* MMS Construction	\$229,507.73

The lowest bid proposal received was from Babbitt Construction, Inc. in the amount of two hundred twenty seven thousand five hundred thirty five dollars and ninety-four cents (\$227,535.94), including state sales tax. *MMS Construction bid was rejected because the required executed Bid Bond was incomplete.

ISSUES/FISCAL IMPACT

This project is within the \$245,000 allocated in the Water Capital Fund, Objective No. 3 of the 2003 Annual Budget.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Skansie/72nd Street Waterline Project (CWP-0206) to Babbitt Construction, Inc., as the lowest responsible bidder, for their bid proposal amount of two hundred twenty seven thousand five hundred thirty five dollars and ninety-four cents (\$227,535.94).

**SKANSIE/72ND STREET WATERLINE PROJECT
CWP- 0206**

CONTRACT

THIS AGREEMENT, made and entered into, this 12th day of May, 2003, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Babbitt Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of the Skansie/72nd Street Waterline Project, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Skansie/72nd Street Waterline Project, CWP-0206," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Two hundred twenty seven thousand five hundred thirty five dollars and ninety-four cents, (\$227,535.94), including state sales tax, and subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within fifty (50)-working days.
3. The Contractor agrees to pay the City the sum of \$682.61 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2002 Standard Specifications for Road, Bridge, and Municipal

MAY-08-03 08:37A SABBITT CONSTRUCTION INC 26385B7979
MAY-08-03 08:27A

P.04
P.03

SRANS/C72-4 STREET WATERLINE PROJECT

Construction," including the American Public Works Association (APWA) Supplement to Division 1.

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Gretchen A. Wilbert, Mayor
City of Gig Harbor

Martin Babbitt

Name:
Martin Babbitt

Print Title:
Pres.

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SKANSIE/72ND STREET WATERLINE PROJECT CWP- 0206
CONSULTANT SERVICES CONTRACT- CONSTRUCTION SURVEY
SERVICES
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

Budgeted objectives for 2003 include the construction of a 12-inch waterline along 72nd Street between Skansie and Wagner Way. Survey services are needed to provide horizontal and vertical control associated with the replacement of a roadway monument.

The engineering/survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience, and outstanding past performance with the City of Gig Harbor.

The scope provides for establishing the vertical and horizontal location for the monument replacement along the project limits.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2003 Budget and is within the 2003 budgeted allocation in the Water Capital Fund, Objective No. 3.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed two thousand five hundred dollars and zero cents (\$2,500.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction survey staking for the Skansie/72nd Street Waterline Project, CWP-0206, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated May 5, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed two thousand five hundred dollars and zero cents (\$2,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. 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.

III. 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.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by September 30, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to one consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same

to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. 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 all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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 the Revised Code of Washington (RCW) Section 51.08.195, as required 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 RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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 City Engineer and the City shall determine the term or provision's true intent or meaning. The City Engineer 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.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this _____ day of _____, 2003.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

EXHIBIT A

SCOPE OF SERVICES

CITY OF GIG HARBOR

SKANSIE STREET/72ND STREET WATERLINE PROJECT (CWP-0206)

ALASTRA LANE NW TO 42ND AVENUE NW

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for construction survey work for the Skansie Avenue NW/72nd Street NW Water Line Loop Project.

This project involves providing construction survey staking for approximately 2689 Lineal Feet of water line and water line appurtenances.

This scope of services is based on unsigned plans provided to DEA by the City and titled Skansie Avenue NW/72nd Street NW Waterline Loop Project, CWP 0206. The plans were developed by The Shea Group and are dated February 26, 2003.

The road centerline information, project design, and other topographic information shown in these plans will be used by DEA to provide the city with construction staking for the project. No vertical control information is provided on the plans for this project. DEA takes no responsibility for the location of existing utilities shown on the plans or as they exist in the field.

All work on this project will be done by the hour on an on-call basis as requested by the CITY. The hourly rates are shown on the attached Exhibit B. The CITY will request all work 48 hours prior to needing the work done in the field.

ADDITIONAL SERVICES

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include additional survey work, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, public involvement, and construction surveying support.

SERVICES PROVIDED BY THE CITY

- The CITY will obtain permission to access onto adjoining private properties or on easement areas or rights-of-way not belonging to the City of Gig Harbor if necessary.
- The plans for this project will be provided to DEA in electronic format. The CITY and/or the contractor will be responsible for locating all utilities for the project.
- The CITY will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked. However, DEA will

EXHIBIT A

make every reasonable effort to minimize that time to allow the Contractor's work to proceed without delay.

- The CITY will provide all needed traffic control for DEA's survey effort.
- The CITY will have the Contractor provide a "line of sight" for all survey work if needed. This includes initial brush and vegetation clearing and moving any obstructions that would impair DEA's survey work.

CONDITIONS OR EXCLUSIONS OF WORK

- DEA will use the existing road alignment information developed in the project plans as the basis for all construction staking work done on this project. DEA assumes no responsibility for the correctness or accuracy of this information. DEA assumes no responsibility for the location of utilities either shown on the plans or as they exist in actual location.
- All construction staking is on a one-time basis only. Re-staking work will be done on a time and expense basis.
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project. If so requested by the CITY, property corners or right-of-way corners can be set and will be done on a time and expense basis.
- Existing monuments that will be removed or destroyed and reset by DEA will be done in accordance with the Public Land Survey Office, Department of Natural Resources permitting requirements and regulations.
- All requests for construction survey work by the Contractor will be presented to DEA through the CITY not less than three (3) business days before completed staking of the requested item is required.
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The Contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from these provided stakes or hubs.

REIMBURSABLES

- Fees for reprographics and postage
- Mileage
- Brassies (If so requested by the CITY)

PROJECT SCHEDULE

DEA is available to begin work within 48 hours after written authorization of this Scope of Work is received from the CITY.

GIGHARSKANSIE-2
5/5/2003

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA 98424

EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS
CITY OF GIG HARBOR
SKANSIE AVENUE NW/72ND STREET WATERLINE PROJECT

	Project Manager	Office/Clerical	Survey Manager	Professional Land Surveyor	Survey Technician	2-Person Survey Crew	Task Sums
	\$ 129.00	\$ 43.50	\$ 121.00	\$ 96.10	\$ 79.05	\$ 130.00	
ALL WORK ON THIS PROJECT WILL BE DONE BY THE HOUR ON AN ON-CALL BASIS AS REQUESTED BY THE CITY OF GIG HARBOR. HOURLY RATES ARE AS SHOWN ON THIS EXHIBIT.							
CONTINGENCIES							\$ 2,200.00
EXPENSES							
Mileage at \$.36 per mile							\$ 100.00
Brass Monuments (Estimate)							\$ 100.00
Reprographics/Postage							\$ 100.00
TOTAL PROJECT COST							\$ 2,500.00



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
CONSULTANT SERVICES CONTRACT
SKANSIE/72ND WATERLINE PROJECT, CWP-0206
GEOTECHNICAL MATERIALS TESTING
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Skansie/72nd Street Waterline Project to ensure the materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

The materials testing firm of Krazan & Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive past testing experience with the City.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Krazan & Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contract.

FISCAL CONSIDERATIONS

Sufficient funds are available in the Water Operating Fund Objective No. 3.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for materials testing services for the Skansie/72nd Waterline Project in the amount not to exceed four thousand eight hundred thirty five dollars and sixty-four cents. (\$4,835.64).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Ste. 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the geotechnical services of Krazan & Associates, Inc. and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 5, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed four thousand eight hundred thirty five dollars and sixty-four cents (\$4,835.64) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. 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.

III. 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.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 30, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the

City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. 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 all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. 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 Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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 the Revised Code of Washington (RCW) Section 51.08.195, as required 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 RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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 City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Jeffrey M. Bowers
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, WA 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this 6TH day of MAY, 2003.

CONSULTANT

CITY OF GIG HARBOR

By: *Jeff Bowers*
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT

Jeffrey M. Bowers

Krazan & Associates, Inc.

20714 State Hwy. 305 NE, Ste. 3C

Poulsbo, WA 98370

(360) 598-2126

Stephen Misiurak, P.E.

City Engineer

City of Gig Harbor

3510 Grandview Street

Gig Harbor, Washington 98335

(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JEFF BOWERS is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRINCIPAL of KRAZAN + ASSOCIATES Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/6/03



Sonia R. Billingsley

SONIA R. BILLINGSLEY

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

GIG HARBOR

My Commission expires: 11/9/05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



Krazan & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

Exhibit A Scope of Work

ANTICIPATED SERVICES

DESCRIPTION	UNIT	RATES		AMOUNT
Soils Compaction Inspection	45	\$38.00	hr.	\$1,710.00
Nuclear Densometer Rental/Security Fee	9	\$10.00	ea.	\$90.00
Asphalt Inspection	20	\$38.00	hr.	\$760.00
Reinforced Concrete Inspection	6	\$38.00	hr.	\$228.00
Compressive Strength Samples (concrete, grout, mortar)	4	\$15.00	ea.	\$60.00
Sample Pick Up	1	\$40.00	ea.	\$40.00
Mileage	924	0.36	mile	\$332.64
Moisture Density Relationship {ASTM D1557}	4	\$180.00	ea.	\$720.00
Soil Sieve Analysis {ASTM C136}	4	\$95.00	ea.	\$380.00
Asphalt Rice Analysis	1	\$100.00	ea.	\$100.00
Asphalt Extraction/Gradation {ASTM D2172}	1	\$225.00	ea.	\$225.00
Project Management	2	\$55.00	hr.	\$110.00
Report Preparation/Processing	2	\$40.00	hr.	\$80.00
CONSULTING SERVICES IF REQUIRED				
Field Geologist/Field Engineer		\$60.00	hr.	\$0.00
Senior Engineering Geologist		\$75.00	hr.	\$0.00
Senior Environmental Geologist		\$80.00	hr.	\$0.00
Staff Engineer		\$85.00	hr.	\$0.00
Senior Engineer		\$95.00	hr.	\$0.00
Principle Engineer		\$110.00	hr.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$4,835.64

NOTES:

All inspections performed will be billed on a portal-to-portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. The standard turn around time for proctor/sieve analyses will be three (3) business days from the time the soil sample is delivered to the lab. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Krazan & Associates, Inc.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BURNHAM DRIVE CURB AND GUTTER
- CONTRACT AUTHORIZATION
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

The 2003 budget provides for the construction of a sidewalk on one side of Burnham Drive. This contract is for the installation of the curb and gutter portion of the project. Potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Three contractors responded with the following price quotations:

Concrete Services, Inc.	\$ 6,750.00
Caliber Concrete Construction, Inc.	\$ 9,500.00
John Wayne	\$ 12,000.00

Based on the price quotations received, the lowest price quotation was from Concrete Services, Inc. in the amount of six thousand seven hundred fifty dollars and zero cents (\$6,750.00) excluding state sales tax.

It is anticipated that the work will be completed within four weeks after contract award.

FISCAL CONSIDERATIONS

This work is within the \$40,000 that was anticipated in the adopted 2003 Budget, identified under the Street Operating, Objective No. 6.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the curb and gutter on Burnham Drive to Concrete Services, Inc. as the lowest responsible respondent, for their bid quotation amount of six thousand seven hundred fifty dollars and zero cents (\$6,750.00), not including state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND CONCRETE SERVICES, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Concrete Services, Inc., a Washington corporation, located and doing business at PO Box 4014, Kent, WA 98032, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to install the curb and gutter on Burnham Drive. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of six thousand seven hundred fifty dollars and zero cents (\$6,750.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees,

representatives and subcontractors 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 Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before June 5, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national

origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City

reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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, this Agreement.

XII. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XIII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Concrete Services, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

XIX. Resolution of Disputes. 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 City, and the City shall determine the term or provisions' true intent or meaning. The City 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.

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CONCRETE SERVICES, INC.

THE CITY OF GIG HARBOR

By: [Signature]
Its President

By: _____
Its Mayor

Notices should be sent to:

Concrete Services, Inc.
Attn: Daniel Wilson
PO Box 4014
Kent, Washington 98032
(253) 941-0630

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Gig Harbor**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

Exhibit A

CONCRETE SERVICES, INC.

P.O. BOX 4014
KENT, WA 98032
(253) 941-0630 Fx (253) 941-0660

April 21, 2003

CITY OF GIG HARBOR
PUBLIC WORK DEPARTMENT
Fx: 253-851-8408

RE: BURNHAM DRIVE

ATTN: MARK

INSTALL APPROXIMATELY 1,100 LF 18" BARRIER CURB & GUTTER

QUOTE:

MATERIAL & LABOR

6.75 /LF

1,000 LF x 6.75 = 6,750.00

LABOR ONLY

4.00 /LF

INCLUDES: SLIP FORM CURB MACHINE, 1 MOBILIZATION

EXCLUDES: SUBGRADE, TRAFFIC CONTROL, MORE MOBILIZATIONS
TO COMPLETE HAND FORM PATCHING

RESPECTFULLY,


DANIELLE D WILSON
PRESIDENT



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT AMENDMENT NO. 1
SHURGARD TANK RECOATING PROJECT
ADDITIONAL PAINT TESTING SERVICES
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

On January 13, 2003, the City Council approved a consultant services contract with Krazan & Associates, Inc. for the steel tank paint inspection, testing services, and assistance.

During painting, additional services were requested by the City to be completed during the tank painting and were authorized by the Project Manager in order to keep the project on schedule and to work within the limited favorable weather windows. The additional work provided included the following:

- Paint samples were taken from the outside and the inside of the tank and were laboratory analyzed and tested for lead content.
- A written report was submitted for City records indicating the negative presence of lead content.

Council approval is requested to execute a contract amendment to the engineering services contract with Krazan & Associates, Inc., for the additional paint testing and laboratory work.

FISCAL CONSIDERATIONS

The consultant service contract with Krazan & Associates, Inc. is in the amount of \$2,969.50. This amendment No. 1 is in the amount of \$785.37, for a total not-to-exceed amount of \$3,754.87. The contract amendment amount is within the 2003 budgeted allocation in the Water Fund.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the consultant services contract for additional permitting and engineering services between the City of Gig Harbor and Krazan & Associates, Inc. in the not-to-exceed amount of three thousand seven hundred fifty four dollars and eighty-seven cents (\$3,754.87).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated January 13, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the repainting of the Shurgard Reservoir Tank Repainting Project and desires that the Consultant perform testing services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on January 13, 2003 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: seven hundred eighty five dollars and thirty-seven cents (\$785.37). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2003.

THE CITY OF GIG HARBOR

By: Jeffrey M. Bowers
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Krazan & Associates, Inc.
Attn: Jeffrey M. Bowers
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: REMOTE MONITORING AND TELEMTRY SYSTEM
- CONTRACT AUTHORIZATION
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

The 2003 budget provides for the design and installation of a remote monitoring and telemetry system for the city's sewer lift stations. Potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Three contractors responded with the following price quotations:

Correct Equipment, Inc. and T&T Professional Services	\$ 34,744.19
M/R Systems, Inc.	\$ 42,231.55
Mission Communications	\$ 43,342.34

Based on the price quotations received, the lowest price quotation was from Correct Equipment and T&T Professional Services in the amount of thirty-four thousand seven hundred forty-four dollars and nineteen cents (\$34,744.19) excluding state sales tax.

It is anticipated that the work will be completed within eight weeks after contract award.

FISCAL CONSIDERATIONS

This work is within the \$50,000 that was anticipated in the adopted 2003 Budget, identified under the Sewer Operating Objective #4.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the remote monitoring and telemetry system to Correct Equipment, Inc. and T&T Professional Services as the lowest responsible respondent, for their bid quotation amount of thirty four thousand seven hundred forty-four dollars and nineteen cents (\$34,744.19).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND CORRECT EQUIPMENT, INC.
and T&T PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Correct Equipment, Inc., a Washington corporation, located and doing business at 14576 NE 95th Street, Redmond, WA 98052, and T&T Professional Services, a Washington corporation, located and doing business at 111 Warbler Lane, Port Ludlow, WA 98365 (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractors to perform the work described in Exhibit A and the Contractors agree to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractors and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work. The Contractors shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to install the remote monitoring and telemetry system for the City's sewer lift stations . The Contractors shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractors the total sum of Thirty four thousand seven hundred forty-four dollars and nineteen cents (\$34,744.19), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractors 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.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractors are customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractors shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractors are 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 subcontractors of the Contractors. The Contractors will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors 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 Contractors perform hereunder.

IV. Duration of Work. The City and the Contractors agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractors shall perform all work required by the Agreement on or before July 31, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractors shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractors and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractors for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractors.

B. Termination for Cause. If the Contractors refuse or fail to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractors, give notice of its intention to terminate this Agreement. On such notice, the Contractors shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractors fail to cure to the satisfaction of the City, the City shall send the Contractors a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractors shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractors to the effective date of termination, as described in a final invoice to the City.

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractors, its subcontractors or any person acting on behalf of the Contractors shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

IX. Indemnification. The Contractors shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractors and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

X. Insurance.

A. The Contractors 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractors shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. The Contractors are responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractors shall reimburse the City the full amount of the deductible.

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractors shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractors shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractors. The Contractors shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractors agree to provide the City with certificates of insurance evidencing the required coverage before the Contractors begin work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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, this Agreement.

XII. City's Right of Supervision. Even though the Contractors are an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractors agree 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractors hereby warrant that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Correct Equipment, Inc. and T&T Professional Services will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractors without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

XIX. Resolution of Disputes. 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 City, and the City shall determine the term or provisions' true intent or meaning. The City 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.

If any dispute arises between the City and the Contractors under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractors does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CORRECT EQUIPMENT, INC.

By: Jim Waltz
Its V.P.

T&T PROFESSIONAL SERVICES

By: Bob Thurston
Its Owner

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Correct Equipment, Inc.
Attn: **JIM WALTZ**
14576 NE 95th Street
Redmond, Washington 98052
(425) 869-1233

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

T&T Professional Services
Attn: Bob Thurston
111 Warbler Lane
Port Ludlow, WA 98365

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Gig Harbor**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____



Correct Equipment, Inc.

Apr 29, 2003

To: Dave Brereton & Jerry Erb

From: Bob Thurston

Re: City of Gig Harbor Mission Telemetry & Security System

We are pleased to present the following quotation for your review.

HARDWARE

100 Series: - Equipment Monitoring RTU

- Model 100 - Remote terminal unit with eight digital and one electronic key reader inputs, three relay outputs. Also includes two analog and two optional pulse counter inputs. Includes micro-controller motherboard with control channel cellular radio, improved AC power supply with transformer (plug-in optional), 4.5 ah sealed lead acid battery, powder coated 19 gauge steel NEMA 1 enclosure and 5dB gain omni-directional antenna. All electronics can be optionally conformal coated, for use in non-climate controlled locations.

Item Number - 100 Price: \$895 ea

PAYMENTS AND MULTIYEAR DISCOUNTS

The cellular transport and monitoring services are paid annually in advance. After initial term, service prices may only be increased by the amount of previous years CPI. Discounts are available for multiyear pre-payment.
Higher message/data packages are available upon request.

Multiyear prepay discounts:

- 2 years, 10 % per year. Guarantees no price increases for two years.
- 3 years, 15 % per year. Guarantees no price increases for three years.

For One Service Package

One Year Service	Total price - \$347.40	Mo. Equivalent - \$28.95
Two Years Service	Total price - \$625.20	Mo. Equivalent - \$26.05
Three Years Service	Total price - \$885.60	Mo. Equivalent - \$24.60

WARRANTY

MISSION Communications warranties it's hardware free from defects for a period of one year from date of first use in the field (as measured by signals transmitted). This to exclude acts of God, improper installation, misuse or damage. Wireless transport service and monitoring/notification services offered

14576 N.E. 95th Street Redmond, WA 98052 www.correctequipment.com
(425)-869-1233 Fax (425) 869-1033



Correct Equipment, Inc.

under terms and conditions of *MISSION* Communications Customer Service Agreement.

INSTALLATION

Installation to include mounting and complete wiring of 15 RTU's.

NEW ACCOUNT SET-UP

Each customer has their own secure website created for them by *MISSION*. In addition, *MISSION* helps customers tailor the remarkable alarm notification system to their specific needs. Additionally, *MISSION* trains each customer to use their personal web site.

Model 100

Price:\$125, Waived with orders of ten or more units.

Totals:

15 M -100 RTU's	\$13425.00
15 3 year service contracts	\$13284.00
15 M -100 RTU Installations	\$ 3000.00
12 Wet Well Modules	\$ 1500.00
1 Low profile antenna	\$ 65.00
Consumables – relays, wire, extra floats, etc	\$ 390.00
Freight	\$ 270.00
1-day Web site setup & training	\$ 0.00
Account Setup	\$ 0.00
Sub-total	\$31934.00
Tax	\$ 2810.19
Total	\$34744.19

Total price includes sales tax @8.8 percent.

Please feel free to call me if you have any questions at (360) 301-3535.

Sincerely,

Robert Thurston

14576 N.E. 95th Street Redmond, WA 98052 www.correctequipment.com
 (425)-869-1233 Fax (425) 869-1033



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHP*
SUBJECT: SECOND READING OF ORDINANCE - MOORAGE FEES
DATE: APRIL 29, 2003

INFORMATION/BACKGROUND

As you know, Carol Morris recently proposed that the City eliminate moorage fees at the City dock, in order to ensure that the City does not lose its immunity under the recreational immunity statute, RCW 4.24.210. In the agenda bill to the City Council, Carol mentioned that the City Attorney, not AWC (the City's insurance pool), recommended that the moorage fees be eliminated. At the Council Meeting before last, Councilmember Franich proposed that the Council table action on the ordinance so that a representative from AWC would have the opportunity to visit the City's dock, and reiterate that AWC is not recommending that the City eliminate the moorage fees.

POLICY CONSIDERATIONS

What follows is Carol's rationale for her recommendation that the moorage fees be eliminated:

***Plano v. Renton*, 103 Wn.App. 910, 14 P.3d 871 (2000). In this case, a boat owner who was illegally using the dock slipped and fell on the ramp leading to the moorage dock at the City park. The Court of Appeals held that because the City charged a moorage fee, it was not entitled to immunity under RCW 4.24.210.**

Carol called the Renton City Attorney (Larry Warren at 425-255-8678) and the Renton Risk Manager (Mike Webbe at 425-430-7656) to obtain more information about this case. Here is what she learned. The City of Renton has spent more than \$268,000 on attorneys' fees in this case, but believes that the case will soon be settling. At this point, Renton has been to the Court of Appeals twice, but still has not had a trial – the fees were run up on motions prior to trial. Prior to this case, Renton annually received about \$40,000 in moorage fees. When asked whether they still collect moorage fees, the City Attorney and Risk Manager both said "No." The reason: *Plano v. Renton*. At the time of the lawsuit, Renton had private insurance with a large deductible and had to pay many fees from the its General Fund. Currently, Renton has signed on to an insurance pool, so it did not experience an increase in its pool insurance premium as a result of this case.

Carol's point in drafting this ordinance and bringing it before the City Council was so that the Council could make a considered choice between collection of up to \$14,000 per year, exposure to an expensive lawsuit, expenditures of staff time and an unknown increase in insurance premiums, *or* to forego the \$14,000 per year and obtain an inexpensive dismissal from a potentially expensive lawsuit based on immunity. Carol did not want the City to be sued, and then have the Council go to her later and ask why she did not inform Council members that there was a quick, simple and inexpensive way to avoid the risks of trial on these types of cases.

FINANCIAL CONSIDERATIONS

Dave Rodenbach states that Gig Harbor's moorage fees are between \$10,000 and \$14,000. He states that unless the City raises the fees, the City is unlikely collect more than \$14,000 per year on these fees.

It is likely that if the City were to be sued for a slip and fall at the dock, AWC would provide coverage for the lawsuit. Since AWC is a pool, an individual incident may not increase the city's premiums significantly in any one year. Risk is distributed through the entire pool. Moreover, in a given year, factors in the reinsurance market might have more effect on premiums than an incident. For instance, we might have an incident and associated costs and the city's insurance premium the next year might go down! Can premiums go up consequent to a judgment or series of judgments? Of course. Can we clearly ascertain this risk or quantify it? No.

Council is faced with a choice between ***charging moorage fees (either the status quo or changing the fee)*** with the probability of future loss of staff time-on-task and unpredictable future increases in premiums and ***not charging moorage fees*** and providing risk managers and their attorneys with a realistic tool to potentially mitigate the costs of a future lawsuit. On one hand, AWC risk managers are not currently willing to recommend controls over moorage fee collection at city docks, a normal city practice that has not resulted in operational changes to the insurance pool in the past. On the other hand, Renton v. Plano caused Renton to discontinue moorage fees, a practice Renton is committed to even though Renton now belongs to pool insurance coverage. AWC agrees that claimant attorneys will no doubt use this case as future precedent. The conservative course is to not charge the moorage fees. A riskier but currently insurable course is to continue our current practice.

RECOMMENDATION

I proactively recommend, like the City Attorney, that the city no longer charge moorage fees at the city dock.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ELIMINATING THE MOORAGE FEES FOR THE CITY DOCK, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 3.28.010 AND 3.28.020.

WHEREAS, the City of Gig Harbor owns and operates a public dock facility, and charges moorage fees for such use; and

WHEREAS, the moorage fee for use of the public dock is extremely low (\$0.25 per foot per night); and

WHEREAS, the City has immunity from liability for unintentional injuries to the public using the City's public dock for purposes of outdoor recreation, as long as the City does not charge a fee of any kind (RCW 4.24.210); and

WHEREAS, the Washington courts have recently determined that this immunity from liability does not apply to a public dock if the municipality charges a moorage fee to the public; and

WHEREAS, the City Council believes that the immunity provided by RCW 4.24.210 outweighs the small amount of money collected by the City through moorage fees imposed in GHMC Section 3.28.010; and

WHEREAS, the City Council acknowledges that if the moorage fees are eliminated in GHMC Section 3.28.010, there is no need for GHMC Section 3.28.020, which describes the penalty for failure to pay the moorage fee at the public dock; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Section 3.28.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. Section 3.28.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: COUNCILMEMBER JIM FRANICH
SUBJECT: MOORAGE FEES
DATE: MAY 8, 2003

INFORMATION/BACKGROUND

I met with the Association of Washington Cities Risk Management official, Fred Crumley, on approximately March 20th. We walked around the floats and he was very impressed. He believed that our park facility, float, and ramp are of excellent quality and in great shape. One exception was the ramp surface. It was questionable if the non-slip surface was rough enough.

In regards to the recreational immunity status – the question is not if it is foolproof. The answer is no. There never is a case that you can guarantee will prevail at summary judgment. As the Renton City Attorney said, "One expert witness or plaintiff consultant can sway a judge to set a trial, justified or not."

Now that our state parks are charging in a more aggressive manner I believe judges will adjudicate these types of cases in a more reasonable manner. The \$5.00 parking fees imposed at the state parks is a potentially large revenue source.

Mr. Crumley indicated that by doing the things we already should do such as keeping a record of the cleaning, maintenance, and monitoring of the facility we can help set a good precedent that will have some recognition by the court.

One more point is that this revenue source has a potential with increased use of increased fees to rise to a substantial amount in the future.

I have talked to Brenda Mingo at AWC, and she was very clear that a claim of "non-catastrophic" proportions would have very little effect on our premiums, since all claims are spread throughout the insurance pool. She also felt that outcomes of potential suits could in no way be determined. The same suit can have many outcomes based on the same facts.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE – ADOPTION OF THE MARCH
2001 PARK, RECREATION, & OPEN SPACE PLAN
DATE: MAY 12, 2003

INTRODUCTION/BACKGROUND

In 1996, the City of Gig Harbor adopted the existing Park, Recreation, and Open Space Plan. As required under the Growth Management Act, the City has completed an update of the adopted Plan for Council's consideration. A copy of the March 2001 Park, Recreation, & Open Space Plan has been placed in the Councilmember's office for review.

Public comment on the updated Plan was obtained from the Citizens Park Advisory Committee through a comprehensive telephone survey in early 2001. Results of the public comments are contained in the draft Plan.

On April 23, 2001, a public hearing was held to solicit public opinion of the proposed March 2001 update to the Park, Recreation, and Open Space Plan. The Council then held a second public hearing on the plan on May 14, 2001. Excerpts from the minutes of these meetings are attached.

Public comments on the plan centered on the existing and proposed uses of the Harborview Street End (Old Ferry Landing). Examples of the comments are as follows:

- Concerns about hard surface structures located at the Harborview street end and the impact to businesses along the waterfront.
- Concerns about public beach access down to the shoreline from the Harborview street end to the Narrows Bridge.
- Environmental distress that may be caused from increased use of the Harborview street end.
- Concerns about the existing quality of life that would be impacted from the development of the Harborview street end.
- Encouragement expressed at the cooperative effort shown in the Plan.
- A request that the City consider family lifestyles with any proposed improvements for the Harborview street end.

- A request that the City install new street surfacing, sidewalks, curb and gutter, and streetlights along Harborview to the street end (this has since been completed).

In the proposed Plan, many references are made of the possible improvements to the existing Harborview street end facility with a great deal of flexibility in the final use and design. Page 43 describes the recently completed public urban design visioning workshops that proposed to develop the site to provide a structured overlook with benches, and other day use facilities. I recommend the reference to a fishing access and possible stair climb to the shoreline be removed from the plan based on comments received at the first public hearing. The street end area is further identified on page 143 as a resource park that provides public access to significant environmental features such as scenic views. The plan categorizes the Old Ferry Landing as a proposed overlook structure with picnic facilities at the end of the roadway and historic old ferry terminal access road with a view of Commencement Bay.

The Old Ferry Landing is classified on page 156 as a historical attribute and should be preserved in future harbor planning. On page 173, 175, and 180 the Plan indicates a trail along the shoreline from the Harborview Drive street end to the Narrows Bridge. The Plan states that this trail will cross over numerous private tidelands (if property owners are agreeable) located between the public holdings – generally on gravel shoreline below steep bluffs isolated and buffered from the residential developments.

Consistent with public comment, any shoreline trail that may be considered in the future must take into consideration private property and access issues based on changing tidal conditions of the Tacoma Narrows.

STAFF RECOMMENDATION

I recommend that the City Council approve the Ordinance adopting the March 2001 Park, Recreation, & Open Space Plan as presented following a second reading.

GIG HARBOR CITY COUNCIL MEETING OF APRIL 23, 2001

PRESENT: Councilmembers Ekberg, Young, Pasin, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

SPECIAL PRESENTATION: None.

PUBLIC HEARING:

Prior to opening the public hearings, Mayor Wilbert introduced Jaci Parrish acting as substitute for the vacationing City Clerk, Molly Towslee.

1. Update to Comprehensive Parks Plan. David Skinner, Public Works Director, introduced the update to the Park, Recreation and Open Space Plan element of the Comprehensive Plan. The plan was developed by Tom Beckwith and staff, with input from the Planning Commission, the Citizen Park Advisory Committee and a comprehensive telephone survey. Mr. Skinner explained that this is the first of several meetings open for public comment before the Comprehensive Parks Plan is returned to City Council for adoption.

Mayor Wilbert opened the public hearing on the Comprehensive Park Plan at 7:06 p.m. The public was informed that hard copies of the plan are currently available for purchase or review at the Public Works Department and copies will also become available on the web and for purchase on CD by the end of the week.

Nick Tarabocia – 2788 Harborview Drive. Mr. Tarabocia said he considered the plan to be well thought out and presented; however, it did raise several issues concerning both the proposed covered picnic area at the ferry landing and the Shoreline Trail Project. He stated that construction of the picnic area would impede his ability to conduct his commercial fishing business by limiting available space needed to maneuver his vehicles and equipment. He quoted both the City's 1994 Master Shoreline Program as well as the City's Visionary report of 1992 to support his argument that the fishing community and character of the City should be a "primary consideration in evaluating the effects of a shoreline proposal." In addition, a covered picnic area at the ferry landing would likely create parking issues. Mr. Tarabochia stated that many in the beach community had opposed this construction on previous occasions and would rather see improvements to basic services such as sewer, water, fire and police which would directly benefit the taxpayers.

Mr. Tarabochia also voiced concern regarding the Shoreline Trail Project and issues of liability which could arise from ingress and egress through his property. Visitors to the trail stranded during rising tides and seeking assistance from nearby property owners needs to be a consideration. Mr. Tarabochia summarized by stating that Council should reconsider these portions of the plan.

Paul Cyr – 4102 55th St. Ct.

Mr. Cyr thanked Mayor Wilbert and Council for their cooperative efforts in working with Parks and Recreation in conjunction with Pierce County. He said that Council has supported many efforts in this area intended to benefit not only Gig Harbor residents, but also County residents. He gave examples of both successful, and unsuccessful, efforts including Jim Tallman's proposal of a ball field and the powerline trail project which will be constructed in 1-2 years. Mr. Cyr also commented on the Recreational Survey and how YMCA ranked as the most desired project.

Melinda Stuart – 2813 Harborview Drive.

Ms. Stuart stated that she was primarily concerned with increased traffic and illegal activities that a covered picnic area might bring about. She asked Council to consider the impact to area families, children and seniors. Ms. Stuart explained that she wants this area to remain a place that the public can enjoy, but that it should not become a destination point. Rather, she expressed her desire to see simple, basic improvements made to the streets, sidewalks, etc.

Kathy Bunger – member of Gig Harbor beach community.

Ms. Bunger stated that she was appearing before Council once again to speak against the Trail Project. She said she is concerned with the time and money involved in reviewing this same issue over again. Ms. Bunger's primary concern, however, regarded issues of liability resulting from stranded trail visitors entering her property.

The Mayor closed the public hearing at 7:35 p.m.

2. Update to Comprehensive Storm Water Plan. Dave Skinner introduced the new Storm Water element of the Comprehensive Plan. He explained that it includes updated features consistent with the Department of Ecology and is used to enforce development regulations related to storm water quantity and quality treatment. Mr. Skinner stated that the plan deals with upgrades to facilities as well as treatment and conveyance of storm water. He also mentioned that it fulfilled storm water recommendations from the last Comprehensive Plan. Mr. Skinner explained that the plan addresses drainage and retention ponds, conveyances, culverts, drainage pipe sizes to prevent flooding (which relates to capital facility programs and projects), and treatment to maintain water quality before discharging into the bay. The plan also addresses culverts for both private property and city property.

Mr. Skinner answered questions from the Council and confirmed that the plan also reflects the recommendations of the Watershed Action Plan. He explained that there is mutual review for consistency with Pierce County's Comprehensive Plan, and the Dept of Ecology ensures consistency as well because it regulates the treatment of storm water and requires that all agencies treat it the same. Mr. Skinner also answered questions regarding the recycling of storm water and said it is not a viable option because the level of toxicity is too complicated and costly to treat for re-use. Storm water is only treated to the required level for release. Some recycling occurs, however, by users such as the school district who collect, treat and re-use water for bus washing.

GIG HARBOR CITY COUNCIL MEETING OF MAY 14, 2001

PRESENT: Councilmembers Young, Pasin, and Picinich. Councilmember Ekberg acted as Mayor Pro Tem in Mayor Wilbert's absence. Councilmembers Owel, Dick and Ruffo were absent. Councilmember Owel's absence was due to her husband's surgery.

CALL TO ORDER: 7:02 p.m.

SWEARING IN CEREMONY: Gig Harbor Police Chief, Mitch Barker, introduced the city's newest police officer, Dan Welch. Chief Barker reported on Dan's achievements while attending the Police Academy, and then introduced Dan and his family. Mayor Pro Tem Ekberg performed the ceremony.

PUBLIC HEARINGS:

1. Update to Comprehensive Parks, Recreation and Open Space Plan. This public hearing opened at 7:04 p.m. David Skinner, Public Works Director, explained that this was the second public hearing, and that comments from the public hearings would be addressed in the final draft that comes before Council.

Nick Tarabochia - 2788 Harborview Drive. Mr. Tarabochia restated his issues from the last meeting regarding public access to the beach.

Bruce Rogers - 2804 Harborview Drive #C. Mr. Rogers first thanked Council for budgeting money for improvements to the street end of Harborview. He said that he would like to see some simple improvements to the street-end such as benches and flower pots, but that he was opposed to public access and trails on the beach due to safety and privacy issues.

George Hoivik - Tacoma. Mr. Hoivik said that he owns property on the beach addressed by the previous two speakers. He asked Council to keep in mind that the street is public access and the only service to properties in that area. He said that something should be done to protect the access to the beach owners' properties, to provide these property owners with parking, and to allow for public access to the viewpoint. He suggested that the city hire someone familiar with public viewpoint design and to provide adequate funding to do the project properly.

The public hearing was closed at 7:10 p.m. and the hearing on the Update to the Comprehensive Stormwater Plan opened at this time.

2. Comprehensive Stormwater Plan. David Skinner explained that this was not an update, but a new Comprehensive Plan. He explained that comments from the public hearings would be integrated into the final draft. Members from Gray & Osborne were present to answer any questions.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS, RECREATION, AND OPEN SPACE PLANNING, ADOPTING THE MARCH 2001 CITY OF GIG HARBOR PARK, RECREATION, & OPEN SPACE PLAN, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the Act requires that the Comprehensive Plan include a land use element, consisting of, in part, recreation and open spaces (RCW 36.70A.070); and

WHEREAS, the Act allows the Comprehensive Plan to include an optional recreation element (RCW 36.70A.080); and

WHEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with parks and recreation element); and

WHEREAS, the City last adopted a Parks, Recreation and Open Space Plan in December 1996 (Ordinance No. 744); and

WHEREAS, the City engaged a consulting firm to aid in the formation of the March 2001 Park, Recreation, & Open Space Plan; and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance with regard to the proposed adoption of the March 2001 Park,

Recreation, & Open Space Plan on April 14, 2003, pursuant to WAC 197-11-340(2);
and

WHEREAS, the City Planning Director forwarded a copy of the March 2001 Park, Recreation, & Open Space Plan to the Washington State Office of Community Development on April 16, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on April 3, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, pursuant to RCW 35A.12.140, a copy of the March 2001 Park, Recreation, & Open Space Plan has been on file in the office of the City Clerk for use and examination by the public; and

WHEREAS, on April 23, 2001 and May 14, 2001, the Gig Harbor City Council held public hearings to consider the March 2001 Park, Recreation, & Open Space Plan; and

WHEREAS, the City Council held a public hearing on this ordinance and the March 2001 Park, Recreation, & Open Space Plan on May 12, 2003, during the regular City Council meeting; and

WHEREAS, the City Council considered the adoption of the March 2001 Park, Recreation, & Open Space Plan during its regular City Council meeting on May 27, 2003;
Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Park, Recreation, & Open Space Plan. The City Council hereby adopts the March 2001 Park, Recreation, & Open Space Plan (Exhibit A hereto), by

reference, as if the same were fully set forth herein.

Section 2. Subsequent Adoption as a Comprehensive Plan Element. The City Council acknowledges that the adoption of the March 2001 Park, Recreation, & Open Space Plan does not amend the City's Comprehensive Plan. The City Council will consider the March 2001 Park, Recreation, & Open Space Plan for adoption as an amendment to the City's Comprehensive Plan at the next annual Comprehensive Plan amendment hearing, and follow all required procedures for public notice, hearing and adoption at that time as well. The Community Development Director is directed to include the March 2001 Park, Recreation, & Open Space Plan in the amendment process at that time.

Section 3. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with a copy of the March 2001 Park, Recreation, & Open Space Plan, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 4. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 5. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor

this ___ day of _____, 2003.

CITY OF GIG HARBOR

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No., the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS, RECREATION, AND OPEN SPACE PLANNING, ADOPTING THE MARCH 2001 CITY OF GIG HARBOR PARK, RECREATION, & OPEN SPACE PLAN, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).

The full text of this Ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of _____, 2003

MOLLY TOWSLEE, CITY CLERK



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: MARCH INFORMATION FROM PD
DATE: MAY 1, 2003

The March activity statistics are attached for your review. I have provided the 2003 Year End Report in a separate document that I distributed on April 24, 2003.

Officer Vince Garcia, who was called back to active military duty, had remained on with us in a part time capacity. This helps us somewhat with shift coverage and allows him to stay current with his training and skills within the department.

Our two Reserve Officers volunteered 52 hours in March. This was mostly patrol time, with some training hours as well.

The bike unit logged 18 hours of patrol time in March. This was primarily for crowd control duties at the Olympic/Pt. Fosdick intersection.

The Marine Services Unit again had just ½ hour of administrative time last month. The boat will be sent in for spring tune-up and maintenance service in anticipation of placing back in the water for the boating season.



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

March 2003

	<u>Mar</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	513	1405	1458	- 4%
SECONDARY OFFICER ASSIST	75	210	244	-14%
CRIMINAL TRAFFIC	9	29	34	-15%
TRAFFIC INFRACTIONS	80	209	207	1%
DUI ARRESTS	5	12	13	- 8%
FELONY ARRESTS	3	24	33	- 27%
WARRANT ARRESTS	3	10	18	- 44%
MISDEMEANOR ARRESTS	18	63	58	9%
CASE REPORTS	105	313	325	- 4%
REPORTABLE VEHICLE ACCIDENTS	13	40	44	- 9%