

Gig Harbor City Council Meeting



**September 25, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
September 25, 2000 - 7:00 p.m.

CALL TO ORDER:

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 Meetings of September 11, 2000.
2. Correspondence / Proclamations: None.
3. Special Occasion Liquor License: The Performance Circle
4. Liquor License Renewals: Hu Iu Hee Hee
5. Approval of Payment of Bills for September 11, 2000:
Checks # 30833 through #30948 in the amount of \$167,916.47. Check #30645 was voided.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Consultant Services Contract - Gig Harbor Civic Center Geotechnical Services.
2. Consultant Services Contract Amendment - Comprehensive Sanitary Sewer Plan Update.

STAFF REPORTS:

1. Gig Harbor Police Department - August Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.31.110(i). Action will not be taken after the session.

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 11, 2000

PRESENT: Councilmembers Ekberg, Young, Robinson, Owel, Dick, Picinich, and Mayor Wilbert. Councilmember Ruffo was absent.

CALL TO ORDER: 7:05 p.m.

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 Meetings of August 28, 2000.
2. Correspondence / Proclamations:
 - a) Proclamation - Youth Voting Awareness Week.
 - b) Proclamation - Constitution Week.
3. Approval of Payment of Bills for September 11, 2000:
Checks # 30731 through # 30832 in the amount of \$578,609.03. Check # 30831 void.
4. Approval of Payroll for the Month of August in the amount of 176,771.67:
Checks # 243 through #338 and direct deposit entries.

Mayor Wilbert announced that there were people present in the audience to speak on the two proclamations and invited them to come forward.

Kathy Piersal-Stipek - Pierce County Auditor. Ms. Piersal-Stipek, along with her associate, Carrie Rooney and her son, Kyle Rooney, gave a presentation on Youth Voting Awareness Week. Ms. Stipek invited Elected Officials to visit the local schools and in support of this effort for student awareness of the voting process. Mayor Wilbert read the proclamation and presented it to Ms. Stipek. She then invited the representative for Constitution Week to give a presentation.

Lynn Sutherland. Ms. Sutherland explained that she was a member of the Elizabeth Foray Chapter of the Daughters of the American Revolution. She gave a brief explanation of her organization and added that over the past year, they had given \$150,000 in hi-school scholarships. Mayor Wilbert read the proclamation aloud, and then presented the signed copy to Ms. Sutherland.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Young - unanimously approved.

OLD BUSINESS:

1. Gig Harbor Civic Center - Burr, Lawrence, Rising + Bates. David Skinner, Public Works Director, introduced Jerry Lawrence and Tom Bates, the architects involved in the process to develop a plan for the new Gig Harbor Civic Center. The architects gave an in-depth presentation on the process to develop a plan and the detailed cost estimate for the new facility,

and answered Council's questions. Dave Skinner answered questions regarding improvements to Grandview Street and the future schedule for design and construction of the facility. Mayor Wilbert thanked the architects, the staff and the Councilmembers that participated in the process, for all their efforts and for including the neighborhoods in the process.

2. First Amendment to Henderson Bay Purchase and Sale Agreement. Mark Hoppen, City Administrator, explained that through cooperation of the School District and the City Attorney, an agreement had been reached to extend the timeline for the final date for the School District to turn the site over to the city to April 1, 2001. He introduced John Biggs, attorney for the School District, who explained that they would begin demolition of the existing building on October 2nd, giving them plenty of time to meet the April 1st deadline.

MOTION: Move to approve the amendment for submission to the Peninsula School District Board of Directors.
Picinich/Young - unanimously approved.

NEW BUSINESS:

1. Lodging Tax Advisory Committee Appointments. Dave Rodenbach, Finance Director, explained the current make-up of the committee and explained that there were two openings. He recommended passing the resolution confirming appointment of Morton Altman and Jacquie Goodwill to fill those openings. Mayor Wilbert asked Mr. Altman to stand and introduce himself to the Council. Ms. Goodwill was not present.

MOTION: Move to approve Resolution No. 559 as presented.
Picinich/Robinson - unanimously approved.

2. Appointment to Design Review Board. Mayor Wilbert explained that there had been response by seven applicants to an advertisement for an opening on the board, and recommended the appointment of Linda Gair to the open position.

MOTION: Move to confirm the appointment of Linda Gair to serve a two-year term on the Design Review Board.
Owel/Picinich - unanimously approved.

3. Re-Appointments to Design Review Board. Mayor Wilbert recommended reappointment of Charles Hunter and Paul Kadzik to the Design Review Board.

MOTION: Move to confirm the re-appointment of Charles Hunter to serve another two-year term on the Design Review Board.
Picinich/Owel - unanimously approved.

MOTION: Move to confirm the re-appointment of Paul Kadzik to serve another two-year term on the Design Review Board.
Picinich/Owel - unanimously approved.

4. Ordinance - Planning Director Contract. Mark Hoppen explained that he was happy to present this proposed contract for the new Planning Director, John Vodopich. He gave an overview of the process to interview and hire a new Director from a pool of 50 applicants. He recommended approval of the ordinance that would allow the city to offer Mr. Vodopich a beginning salary that is above the current 2000 budget. He said that the salary offered is consistent with the current market demand for the position. He asked that the ordinance be passed in one reading to allow Mr. Vodopich to begin work as soon as possible.

MOTION: Move to adopt Ordinance No. 849.
Ekberg/Young - unanimously approved.

5. Ordinance Providing for the Issuance of Sale of Local Improvement District No. 99-1 Bond Anticipation Note. David Rodenbach explained that this ordinance was for the Bond Anticipation Note for the East West Road. He said that construction was well underway and gave an overview of the process to solicit bids from both local and regional lenders. He continued to say that the best offer came from Key Bank for a \$1,200,000 note with a 4.93% interest rate and a 15-month duration. He explained that this ordinance would need to be passed at this meeting, as the interest rate was only guaranteed through September 20th.

MOTION: Move to adopt Ordinance No. 850.
Young/Robinson - unanimously approved.

6. Comprehensive Sanitary Sewer Plan Update - Consultant Services Contract Amendment. David Skinner explained that he had received new information that may affect this amendment and recommended that the item be tabled until the next meeting to allow him to clarify the information.

MOTION: Move that we table this agenda item until the next meeting.
Dick/Robinson - unanimously approved.

7. East-West Roadway Project -- Consultant Services Contract for Inspection Services. David Skinner explained that Mr. Tevis had been hired earlier in the year as a temporary construction inspector for city projects. He added that Mr. Tevis had been contacted by the Department of Retirement Services explaining that he would lose his retirement benefits if exceeded the criteria for work performed in a limited amount of time. Mr. Skinner recommended that this consultant services contract be utilized to retain Mr. Tevis' services for the East-West Roadway Project allowing for Mr. Tevis to retain his retirement benefits.

MOTION: Move to authorize execution of the Consultant Services Contract with John Tevis, P.E., for inspection services for the East-West Roadway Project in an amount not to exceed Thirty-three thousand fifty-nine dollars and no cents (\$33,059.00).
Dick/Picinich - unanimously approved.

8. New Street Names Proposed in Historical Name Area. Steve Bowman, Building Official, presented this request to name streets within the city. He explained that one of the names chosen was not on the official street name list, but the other was. The names chosen were "Harbor Ridge Lane" and "Boat Lane." He gave information on why these names were chosen. After discussion, Mr. Bowman was directed to work with the Historical Society to add additional names to the official list, and to return with additional options for naming of the two streets.

9. Resolution - City's Policy on Public Records Index. Molly Towslee, City Clerk, explained that this resolution would help to prevent a challenge for the city's inability to maintain a complex and in-depth index of all records kept by the city. She added that the law allowed for an exception to keeping this index if a formal order were to be issued by the City Council. She explained that this resolution would not prevent any member of the public from obtaining records, or from receiving help from staff to identify records that they may wish to review.

MOTION: Move to adopt Resolution No. 560.
Dick/Ekberg - unanimously approved.

10. First Reading of Ordinance - Amending the Washington State Building Code and GHMC to Allow Construction of Lightweight Metal Buildings. Steve Bowman introduced this ordinance that would amend the city code to allow for construction of lightweight metal buildings as recommended by the Gig Harbor Building Code Advisory Board. He answered questions on these types of buildings. The question arose on whether or not these buildings would pass the design guidelines adopted by the city. Mr. Bowman was asked to meet with the Planning Commission to address this issue.

MOTION: Move to table this item and ask the Building Official to meet with the Planning Commission to find a way to address the regulation of these buildings.
Dick/Picinich - unanimously approved.

STAFF REPORTS:

1. Dave Rodenbach, Finance Director, explained that it was time to accept applications for the Hotel/Motel tax funds and that a meeting had been scheduled for the Committee to review the applications on October 10th at 1:00 p.m. He asked if any Councilmember had requests to spend the money, that these be submitted before the review period.

2. Dave Skinner, Public Works Director, announced that the streetlights along Harborview Drive were installed and functioning.

PUBLIC COMMENTS: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert explained that Col. Custer would be leaving his brigade, and that Council had been invited to a Brigadier Change of Command ceremony on Wednesday, November 8th, at

10:00 a.m. at Fort Lewis. She said that in addition, the First Corp Band would be performing at the City Park on Sunday, September 24th at 4:00 p.m.

Mayor Wilbert added that Fort Lewis was also providing a Holiday Tree for Jerisich Park and that the cutting would occur on November 28th at 2:00 p.m. She added that she would be attending along with Councilmember Owel.

ANNOUNCEMENT OF OTHER MEETINGS: These were mentioned above.

EXECUTIVE SESSION: None required.

ADJOURN:

MOTION: Move to adjourn at 9:15 p.m.
Picinich/Robinson - unanimously approved.

Cassette recorder utilized.
Tape 587 Side B 025 - end.
Tape 588 Both Sides.
Tape 589 Side A 000 - end.
Tape 589 Side B 000 - 158.

Mayor

City Clerk

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

RECEIVED

TO: MAYOR OF GIG HARBOR

August 31, 2000

SEP - 5 2000

SPECIAL OCCASION # 072986

CITY OF GIG HARBOR

THE PERFORMANCE CIRCLE
9916 PEACOCK HILL AVE NW
GIG HARBOR, WA 98332

DATE: SEPTEMBER 22, 23, 24, 29, 30 TIME: 7PM TO 10PM
OCTOBER 1, 6, 7, 8, 13, 14, 15, 2000

PLACE: THE PERFORMANCE CIRCLE - 9916 PEACOCK HILL AVE NW, GIG HARBOR

CONTACT: VICKI RICHARDS - 253-851-7529

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 9/05/00

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20001130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -

RECEIVED
SEP 11 2000
CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
**SUBJECT: CITY OF GIG HARBOR CIVIC CENTER - GEOTECHNICAL
ENGINEERING SERVICES
- CONSULTANT SERVICES CONTRACT**
DATE: SEPTEMBER 19, 2000

DRS

INTRODUCTION/BACKGROUND

A budget objective for 2000 includes the design of the City of Gig Harbor Civic Center. On March 27, 2000, Council approved a Consultant Services Contract with Burr Lawrence Rising + Bates Architects, P.S. (BLR+B) to perform the design of the Civic Center.

Geotechnical information of the site is required to continue the design of the facility. The required information is to assist in the design of the foundations, storm drainage system, roadway pavement section, and other specific building code requirements.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the geotechnical engineering firm of GeoEngineers Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive geotechnical engineering experience.

POLICY CONSIDERATIONS

GeoEngineers 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 approved 2000 Budget.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with GeoEngineers Inc., for geotechnical engineering services for the Gig Harbor Civic Center Project in an amount not to exceed nine thousand eight hundred fifty-five dollars and no cents (\$9,859.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR and
GeoEngineers Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and GeoEngineers Inc., a corporation organized under the laws of the State of Washington, located and doing business 1101 Fawcett Avenue, Suite 200, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of City of Gig Harbor Civic Center, 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 September 19, 2000, 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 Nine thousand eight hundred fifty-nine dollars and no cents (\$9,859.00) 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 December 31, 2000; 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 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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director 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 Public Works Director'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
David Phelps
GeoEngineers Inc.
1101 Fawcett Avenue, Suite 200
Tacoma, Washington 98402
(253) 383-4940

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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 _____, 2000.

CONSULTANT
By: *David Phelps*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
David Phelps
GeoEngineers Inc.
1101 Fawcett Avenue, Suite 200
Tacoma, Washington 98402
(253) 383-4940

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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
GIG HARBOR CIVIC CENTER
GIG HARBOR, WASHINGTON
GEI File No. 1232-004-00

The services provided by GeoEngineers Inc. will consist of the following tasks:

1. Exploring subsurface soil and ground water conditions in the general vicinity of the proposed new Civic Center by excavating 10 to 12 test pits to a depth of about 10 to 12 feet below existing grade or to the practical depth of the equipment used. Backhoe services will be subcontracted by GeoEngineers, Inc.
2. Exploring subsurface soil and ground water conditions in the area of the proposed stormwater disposal facility. Three test pits will be excavated to approximately the proposed depth of the facility and representative samples will be collected in general accordance with the requirements of the Kitsap County Stormwater Design Manual (City of Gig Harbor requirements). As requested, test pit logs will include the depth of root penetration and noted indications of high ground water such as mottling and cementation.
3. Evaluating pertinent physical and engineering characteristics of the foundation and stormwater disposal soils based on our observations and laboratory tests on samples obtained from the explorations. Laboratory testing will consist of three grain size analyses in accordance with ASTM D422-63 testing procedures and moisture content determination of other selected samples.
4. Analyzing the grain size test data in accordance with Kitsap County Stormwater Design Manual criteria and providing a design infiltration rate for the proposed stormwater disposal facility, based on the results of our study.
5. Providing recommendations for site preparation and earthwork. This will include recommendations for stripping subgrade preparation and overexcavation of areas if underlain by weak, compressible soils; an assessment of the suitability of on-site soils for use as structural fill; temporary and permanent slopes; constraints for wet weather construction; recommendations for reuse of site soils; recommendations for imported fill material; and placement and compaction requirements for structural fill.
6. Provide recommendations for the design of conventional retaining walls, including backfill and drainage requirements, lateral design loads, and lateral resistance values.
7. Providing recommendations as appropriate for foundation design, including suitable foundation type, allowable soil bearing pressures, passive earth pressures, coefficient of base friction against sliding and minimum size.
8. Providing general recommendations for site drainage including the need for foundation drains.
9. Providing recommendations for slab-on-grade design including recommended section, estimated subgrade modulus, and estimates of settlement.

10. Providing recommendations for an asphalt pavement design, including recommended pavement sections.
11. Providing recommendations for installation of underground utilities and dewatering as appropriate.
12. Providing seismic design criteria based on the 1997 Uniform Building Code (UBC), including subsurface profile type.
13. Assessing the potential for liquefaction of subsurface soils encountered in the explorations and discussing mitigating measures in general accordance with the 1997 UBC.
14. Submitting a report containing our conclusions and recommendations along with supporting data.

**EXHIBIT B
GIG HARBOR CIVIC CENTER
GIG HARBOR, WASHINGTON
GEI FILE NO. 1232-004-00**

**GEOENGINEERS, INC.
SCHEDULE OF OVERHEAD
FOR YEAR ENDING DECEMBER 31, 2000**

	<u>Expense</u>	<u>% of Direct Labor</u>
Payroll Taxes	633,094	14.40
Group Insurance	411,031	9.35
Workman's Comp	27,435	0.62
Vacation, Holiday and Sick Leave	961,793	21.88
Profit Sharing and 401(k)	284,965	6.48
Bonuses	845,027	19.22
Total Payroll Burden & Fringe Costs	3,163,348	71.96
Nonbillable Labor	2,467,354	56.16
Office Rent and Maintenance	853,395	19.41
Telecommunications	275,108	6.26
Excise Taxes	234,436	5.33
Stationary and Supplies	225,054	5.12
Administrative Travel	178,526	4.06
Professional Dues, Meetings and Licenses	186,307	4.24
Depreciation	181,059	4.12
Equipment Rental and Maintenance	163,192	2.71
Professional Consultants	150,681	3.43
Direct Selling, Proposals and Economic Planning	117,382	2.67
Field and Laboratory Supplies	116,440	2.65
Insurance	95,923	2.18
Computer Maintenance and Software	74,632	1.70
Recruiting and Relocation	53,776	1.22
Non-Labor Overhead	5,373,265	<u>122.23</u>
Total Overhead	<u>\$8,536,611</u>	<u>194.19</u>
Total Direct Salaries	<u>\$4,395,901</u>	

GEOENGINEERS, INC.
CONSULTANT FEE DETERMINATION – SUMMARY SHEET
FEE SCHEDULE
PERSONNEL FOR YEAR ENDING DECEMBER 31, 2000

Category	Base Rate	Overhead	Profit	Billable Rate
Principal	46.02	89.37	13.81	149.19
Associate	39.13	75.99	11.74	126.86
Senior Engineer	31.81	61.77	9.54	103.12
Project Manager	25.12	48.78	7.54	81.44
Staff 3	20.86	40.51	6.26	67.63
Staff 2	19.09	37.07	5.73	61.89
Staff 1	18.21	35.36	5.46	59.03
Lead Technician	20.19	39.21	6.06	65.45
Senior Technician	18.41	35.75	5.52	59.68
Technician	15.15	29.42	4.55	49.11
Project Assistant	15.67	30.43	4.70	50.80

Note: Overhead applied at 194.19% of direct labor
Profit applied at 30% of direct labor

BUDGET ESTIMATE FOR GEOTECHNICAL ENGINEERING SERVICES

Classification	Hourly Rate	Project Management	Subsurface Exploration	Laboratory Testing	Data Analysis	Report Preparation
Principal	\$149.19	2				2
Senior Engineer	\$103.12	8			16	12
Engineer 3	\$67.63			4	6	4
Engineer 2	\$61.89		16		2	
Lead Technician	\$65.45			6		6
Support	\$50.80		4	1		6
Subtotal		\$1,123	\$1,193	\$714	\$2,179	\$2,504
Mileage	(200 @ \$0.325/mi) = \$65					
Misc. Expense	(copies, field supplies etc.) = \$185					
Subcontractor	(Backhoe and Operator) = \$1,000					
Subtotal	\$8,963					
Supplemental On-Call Services @ 10% = \$896						
GRAND TOTAL	\$9,859					



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: COMPREHENSIVE SANITARY SEWER PLAN
- CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1
DATE: SEPTEMBER 19, 2000

INTRODUCTION/BACKGROUND

On July 28, 1998 the Council approved the Consultant Services Contract with Gray & Osborne, Inc. for engineering services related to the preparation of the 1999 update to the comprehensive sanitary sewer plan. An element of the contract was for Gray & Osborne together with KJS Consulting, Beckwith Consulting and the City to convert current GIS population data from Pierce County, the Office of Fiscal Management and the Puget Sound Regional Council into a valid population base for the City. It was anticipated the information available was accurate and the task was minor to transfer the data into a useful subset for the City's use. After several iterations and many hours by all the consultants and the City staff, an accurate population data spreadsheet was agreed upon. Each consultant in the preparation of their individual comprehensive elements utilized this final data. Specifically Gray & Osborne used the data to model the projected flows of sewer and water throughout the City, the model results determine the required facility improvements required in the future. During the review of the draft version of the sewer plan it was discovered that an area in the northern Urban Growth Area was incorrectly shown as "forest reserve," with no planned development during the 20-year planning period. This change in projected population for the UGA has resulted in an increase to the design population.

The new population projection has required Gray & Osborne to re-analyze the growth impacts on the collection system and wastewater treatment plant needs for the City over the next 20 years, with extensive additional modeling of the collection system to identify existing sewers with inadequate conveyance capacity, as well as the need for new sewers to serve the areas that were incorrectly shown in the "forest reserve" area.

The error identified in the population data was a result of several factors compiled throughout the population data conversion from Pierce County's GIS database.

Council approval is being requested to execute a contract amendment to the engineering services contract with Gray & Osborne, Inc., for the additional engineering services.

FISCAL CONSIDERATIONS

The Consultant Service Contract with Gray and Osborne, Inc. for engineering services is in the amount of \$42,232.00. Amendment No. 1 for the additional engineering services is in the amount of \$9,000.00 for a total not to exceed amount of \$51,232.00. Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract for engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for the Comprehensive Sanitary Sewer Plan in the not-to-exceed amount of nine thousand dollars and no cents (\$9,000.00).

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

THIS AMENDMENT is made to the AGREEMENT, dated July 28, 1998, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the updating of the Comprehensive Sanitary Sewer Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 28, 1998 (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: Nine thousand dollars and no cents (\$9,000.00). 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 _____, 2000.

THE CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Gray & Osborne, Inc.
Attn: John P. Wilson, P.E.
701 Dexter Avenue North
Seattle, Washington 98109
(206) 284-0860

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Tony Vivolo 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 President of Gray + Osborne Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/5/00

Melissa Onysdate

melissa Onysdate

(print or type name)

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

hinkland

My Commission expires: 3/9/03

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



Gray & Osborne, Inc.
CONSULTING ENGINEERS

August 1, 2000

Mr. David R. Skinner, P.E.
Public Works Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

SUBJECT: SEWER COMPREHENSIVE PLAN REVISION
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON
G&O #98631

Dear Mr. Skinner:

This past March we completed a draft version of the City's *Sewer Comprehensive Plan* and submitted it to the City for review. The City's comments included notification that an area in the northern UGA was incorrectly shown in the *Plan* as "forest reserve", with no planned development during the 20-year planning period. Instead, we were informed that portions of this area were planned to have significant residential and commercial development that would increase future population and sewage flows above the numbers indicated in the draft *Plan* for the City's UGA. Our draft *Plan* reflected the latest population projections provided to us by the City's planner, Beckwith & Associates. Apparently, this population information had been updated after our draft *Plan* submittal, and more recent population forecasts by Beckwith & Associates showed considerable growth in the northern UGA.

This change in projected population for the City's UGA has resulted in an increase in the 20-year design population from 19,528 in the draft *Plan* to 26,305, which is a 35% increase. Please note that this change results in an annual sewer population growth rate of 7.7%.

The new population projection has required us to re-evaluate the growth impacts on collection system and wastewater treatment plant needs for the City over the next 20 years. This large a change in future population has significant impacts on these needs. We have had to conduct extensive additional modeling of the collection system to identify existing sewers with inadequate conveyance capacity. We have also had to evaluate the need for new sewers to serve the areas that were previously reported to have

EXHIBIT A
SCOPE OF SERVICES



Mr. David R. Skinner, P.E.
August 1, 2000
Page 2

zero future growth due to "forest reserve" designation. This work also required us to review and recommend line sizes and routings, as well as pump station capacities.

The increase in future population also resulted in the need for additional wastewater treatment plant capacity to serve the City for the next 20 years. The required future capacity increases from 2.4 mgd in the draft *Plan* to 3.5 mgd for the revised population of 26,305 in year 2019. To accommodate this change, we had to re-analyze the treatment plant design and revise the recommended process and site layout for the greater capacity.

The changes in the recommended capital improvement plan to provide the necessary increases in collection system and wastewater treatment plant capacity required us to develop new cost estimates for the revised and additional facilities. These new costs then had to be incorporated into a new financial analysis of the City's funding program to pay for the facilities.

Due to the described additional work required to revise the *Sewer Comprehensive Plan* to reflect the change in population projections, we respectfully request an increase in engineering fees to complete the report. We estimate the additional work will result in a cost increase of \$9,000. We are currently proceeding with the revisions to the *Plan*, and we trust that the City will accept our request for additional fees and will issue a contract addendum in the indicated amount.

Thank you for consideration of this request for compensation for the additional work required to revise the *Sewer Comprehensive Plan*. Please call me if you wish to discuss this matter further.

Very truly yours,

GRAY & OSBORNE, INC.

John P. Wilson, P.E.

JPW/ts



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: AUGUST INFORMATION FROM PD *MB*
DATE: SEPTEMBER 15, 2000

The August 2000 activity statistics are attached for your review.

The Reserves volunteered 167 hours in August. This included patrol, range qualification, marine patrol and court transports. We added one new Reserve Officer in July. He has begun his training program.

The Marine Services Unit logged 64.5 hours in August. This was split between patrol hours (39.5), administrative duties (15 hours) and maintenance time (10 hours). The unit responded to 6 dispatched calls, performed 12 safety inspections, provided 1 boater assist, responded to 2 search/rescue details, and handled 2 boating complaints.

Four officers worked a total of 53 hours of bicycle patrol in August. The focus for these patrols was the skate park and the business area of Finholm Market.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

August 2000

	<u>AUG</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	432	3397	3240	+ 4
CRIMINAL TRAFFIC	14	111	159	- 30
TRAFFIC INFRACTIONS	52	527	726	- 27
DUI ARRESTS	8	46	40	+ 15
FELONY ARRESTS	2	50	45	+ 11
MISDEMEANOR ARRESTS	44	194	175	- 10
WARRANT ARRESTS	5	43	78	- 44
CASE REPORTS	110	915	868	+ 5
REPORTABLE VEHICLE ACCIDENTS	11	148	114	- 29