

Gig Harbor City Council Meeting

**August 13, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 13, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 23, 2007.
2. Receive and File: City Council Budget Retreat.
3. Burnham Interchange Level II Screening - Consultant Services Agreement/HDR Engineering, Inc.
4. 56th Street/Olympic Drive Road Improvement Project Construction Management and Materials Testing Contract/HDR Engineering, Inc.
5. 56th Street/Olympic Drive Road Improvement Project Consultant Services Contract Amendment No. 1 – Updating the Final Plans, Specifications and Estimate.
6. 56th Street/Olympic Drive Road Improvement Project Construction Surveying and Technical Support Contract Authorization/DEA Inc.
7. Donkey Creek Right of Way Survey Contract – AHBL.
8. On-Call Plan Review Consultant Services Contract– Bureau Veritas Corporation.
9. Plan Review Consultant Services Contract for Hunt Highlands Project – Eagle Eye Consulting Engineers
10. Wagner Way/Wollochet Drive Traffic Signal Consultant Services Contract / W&H Pacific.
11. Resolution – Declaration of Surplus Property.
12. Liquor License Application: The Great Australian Bite.
13. Approval of Payment of Bills for Aug.13:
Checks #54907 through #55115 in the amount of \$1,168,444.31.
14. Approval of Payment of Payroll for July:
Checks #4746 through #4789 and direct deposits in the amount of \$335,806.09.

RECOGNITION CEREMONIES:

1. Recognition of State and County Representatives.
2. Reserve Officer Ryan Menday.

RECESS TO STUDY SESSION: Gig Harbor Boys and Girls Club.

OLD BUSINESS:

1. Third Reading of Ordinance – Amendment to Skateboarding Ordinance.
2. Second Reading of Ordinance – Lighted Materials Ban in City Parks.
3. Second Reading of Ordinance – Three Ordinances Adopting Text Amendments Recommended in Phase 1c of the Design Review Process Improvements Initiative (ZONE 07-0026, 07-0027 and 07-0028).
4. Gig Harbor BoatShop Lease at the Eddon Boat Property.

NEW BUSINESS:

1. On Shore Sewer Outfall Extension Project – Consultant Services Contract / Cosmopolitan Engineering Group.
2. Wastewater Treatment Plant Phase 1 Final Design and Permitting – Contract Amendment / Cosmopolitan Engineering Group.
3. 56th Street/Olympic Drive Road Improvement Project – Bid Award / Ceccanti Construction.
4. Street Naming: Shaw Place at the Highlands/Harbor Development.
5. Resolution – Amending Historical Names List – Crescent Cove.
6. Ordinance – Concurrency and Comprehensive Plan Amendments.

STAFF REPORT:

1. Second Quarter Financial Report – David Rodenbach
2. Gig Harbor Police Department – July Report.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

Board / Commission Candidate Review Committee - Recommendation for Design Review Board openings.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Cancellation: August 27th City Council Meeting
2. Operations and Public Projects Committee Meeting – Thursday, August 16th, at 3:00 p.m. in Engineering/Operations Conference Room.
3. Planning and Building Committee Meeting – Wednesday, September 5th, at 4:00 p.m. in Planning/Building Conference Room.
4. GH North Traffic Options Committee – Wednesday, September 12th, at 9:00 a.m. in Community Rooms A & B.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JULY 23, 2007

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Kadzik and Mayor Hunter. Councilmember Payne was absent.

CALL TO ORDER: 6:01 p.m.

PLEDGE OF ALLEGIANCE:

RECOGNITION CEREMONY: Reserve Officer, Ryan Menday.

Mayor Hunter announced that this would take place at the August 13th meeting.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 9, 2007 and Special City Council Meeting of July 16, 2007.
2. Proclamations: Payroll Week.
3. Receive and File: City-wide Newsletter Schedule; Workstudy Session July 9, 2007 – Main Street Program.
4. Eddon Boat Park – Pedestrian Improvement Project Bid Award.
5. Eddon Boat Park – Pedestrian Improvement Project – Surveying Services Contract.
6. General Facility Charge Analysis and Rate Study – Consultant Services Contract.
7. WSDOT Interlocal Signal Assignment for Repair or Replacement.
8. Approval of Payment of Bills for July 23, 2007:
Checks #54751 through #54906 in the amount of \$490,944.95.

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

PRESENTATION: Dept. of Ecology – Presentation of 2006 “Outstanding Wastewater Treatment Plant” Award. Mike Dawda, Department of Ecology.

Mayor Hunter explained that the city had been selected to receive a 2006 “Outstanding Wastewater Treatment Plant” award from the Department of Ecology. He asked staff members Steve Misiurak, City Engineer, Darrel Winans, WWTP Supervisor, and Joe Pominville, WWTP Operator, to come forward to receive the award.

Representatives from the Department of Ecology, Karen Burgess and Mike Dawda, explained that the City of Gig Harbor Wastewater Treatment Plant Staff is being recognized with this award for their outstanding performance in 2006 for meeting stringent effluent requirements. Ms. Burgess read a letter from Kevin Fitzpatrick, Water Quality Section Manager and then presented the award.

OLD BUSINESS:

1. Second Reading of Ordinance – Skateboarding Ordinance. Mike Davis, Chief of Police, explained that the ordinance has been amended since the first reading to address Council concerns. The revision prohibits the riding of these devices on all through streets; streets which do not terminate in a dead-end or cul-de-sac. In addition, the ordinance prohibits the riding of skateboards, scooters and other similar devices at crosswalks, but exempts roller and inline skates. Chief Davis said that Ian Ward, Administrative Intern, did most of the research on this ordinance and could answer questions.

Councilmember Conan asked for clarification on how bicycles are regulated, as he wanted to ensure that all types of non-vehicular transportation are being treated the same. Mr. Ward responded that bicycles are allowed on sidewalks and are required to act as any other pedestrian. Riders are required to dismount before crossing the street. Councilmember Conan said that for safety issues, he hopes that skaters stop and look before entering into a crosswalk.

Councilmember Franich asked for the definition of a scooter, which Mr. Ward provided.

MOTION: Move to adopt Ordinance No. 1095.
Young / Kadzik –

Councilmember Dick agreed with the safety concern of skaters shooting across the street without looking. There was discussion on whether language regarding pedestrian use of crosswalks is covered in another area of the code and so Carol Morris offered to find the reference. Councilmember Ekberg said that it would be no different than a pedestrian or a jogger; a prudent person would stop.

Councilmember Kadzik said he would like further clarification on the definition of a through street. Mr. Ward explained that the intention is to classify the terminus of a street as a dead end or cul de sac. Any other segment of the street that intersects with another is considered a through street. Chief Davis agreed with this interpretation. He offered to clarify this further in the definition section of the ordinance.

Councilmember Kadzik then voiced concern with this ordinance being overly restrictive. He said that kids should be allowed to skate in a neighborhood subdivision where the streets are classified as through streets. Steve Misiurak, City Engineer, was asked how streets are defined in the Public Works Standards. He explained that there are local, residential streets, minor or major collectors and arterials.

After further discussion, Ian Ward suggested another option to address these concerns to restrict skateboards and scooters on “lined” streets. He was asked to refine this further and to bring the ordinance back for a third reading.

Councilmember Dick suggested using signage to warn people where it is too dangerous to operate these types of transportation.

Councilmember Young withdrew his motion and Councilmember Kadzik withdrew his second.

Chief Davis read from Section 46.61.230 - Pedestrian Rights and Duties, which spells out the obligation for pedestrians, bicyclist, and others to stop at a crosswalk and look before heading into the street.

2. Second Reading of Ordinance – Budget Amendment: Staffing and Legal Services. David Rodenbach, Finance Director, presented this ordinance asking for seven new positions in an attempt to keep up with unprecedented development activity. He explained that the positions will be funded by revenues that have far exceeded expectations in the prior year's budget. He gave an overview of the steadily increasing revenues, adding that with the opening of the new bridge, this trend will probably continue over the next 5-7 years.

Councilmember Ekberg asked for clarification on the annual cost of these positions. Mr. Rodenbach said that the start-up costs are included in the initial estimate and so the annual cost should be closer to one-half a million.

Councilmember Dick asked about the increase in legal staffing. Mr. Rodenbach responded that legal staff isn't being increased, but the Administrative/Finance Departments budget is being amended due to an unexpected increase in legal fees. He added that all the new positions are intended to be project positions. If the revenues dry up, the positions go away.

MOTION: Move to adopt Ordinance No. 1095 amending the 2007 General Fund Budget.
Kadzik / Conan –

Councilmember Franich said that he realized that there has been an increase in projects that necessitates some of the positions, but not all. He made a motion to amend.

AMENDMENT TO MOTION: Move to eliminate the Associate Planner, Ombudsman and Community Development Assistant positions.
Franich / Ekberg –

Councilmember Young said that all the positions other than the Ombudsman are to keep up with the increase in projects. The Ombudsman is an additional position that will lend a human touch to the coordination of all different facets of a project in conjunction with the permit tracking software. This person will act as an advocate for the applicant. He suggested trying this for a year and can be readdressed during the next budget process.

Councilmember Franich responded that he thinks that the department heads should be the ones to take care of these issues.

Mayor Hunter described the loss of momentum when your work is interrupted. He said that the Ombudsmen is someone who would be able to field questions for multiple departments rather than having someone from each department having to come up to the counter making the process much more efficient. He then said that the city hadn't done the necessary long-range planning and now is short-staffed. He cited wetland requirements, traffic issues, and inadequate shoreline requirements as examples of areas that need to be addressed. He repeated that it is time to "pour the coal to it" as we owe it to the people that we serve at the counter.

Councilmember Franich said that there may be several people at the counter at once and the Ombudsman can only do so much. He acknowledged the issue of pulling someone off a project to answer questions, but added that this position isn't worth the money because it will not solve all the problems.

Councilmember Ekberg agreed that this is a major increase in personnel and credited the current employees for doing an outstanding job with the increased workload. He said that the growing salary and benefits number is difficult to get a handle on, and he is happy to hear that the new positions are being funded as project specific. He voiced concern with the proposed permit coordinator (Ombudsman) position, saying he is unsure that the level of expertise will be able to save the engineers and planners any time.

Councilmember Young clarified that the permit coordinator is more than a clerical position; it is similar to an Associate Planner with an understanding of the development process.

Mayor Hunter pointed out the increase in permits from 2005, 2006 to current year 2007. He asked Dick Bower, Building Official / Fire Marshal, to speak to the permit coordinator position.

Mr. Bower explained that in previous jobs, he has successfully worked with a permit coordinator. This position allows the opportunity for one point of contact for both the customer and for staff to coordinate a project to make sure nothing falls through the cracks. It's not a highly technical position, but they have the capability to look at the big picture across all disciplines. He used the human body as an analogy, citing the permit coordinator as the "brain" that coordinates all the rest of the systems.

Councilmember Franich called for the question.

AMENDMENT TO MOTION: Move to eliminate the Associate Planner, Ombudsman and Community Development Assistant positions.
Franich / Ekberg – Councilmember Franich voted yes. The other five Councilmembers voted no. The amendment failed.

MAIN MOTION: Move to adopt Ordinance No. 1095 amending the 2007 General Fund Budget.
Kadzik / Conan – five voted in favor. Councilmember Franich voted no.

Second Reading of Ordinance – Amending School Impact Fees. Steve Misiurak, City Engineer, said that Council had been given an e-mail from the school district addressing the unfunded need, and voicing support of this ordinance. He called upon the school district representatives to answer questions.

Councilmember Franich asked for further clarification on the amount for the unfunded need of \$2432 cited in the school district e-mail, verses the amount of \$6839 listed in Exhibit A of the Pierce County Council Ordinance. He stressed that he finds it bordering on criminal that the Pierce County Council would set a cap on what local jurisdictions can charge for school impact fees. He asked if it is true that the cap is \$2780.

Vicki Smith – Peninsula School District. Ms. Smith responded to the affirmative that the cap for this year is \$2780. She further explained that the unfunded need is contained in the PSD Capital Facilities Plan, which is listed at \$22,977,000. The County's calculation is based upon the formula for fee calculations for a single family residence contained on page 17. She said the intent is to arrive at a number which they believe reflects the need, keeping in mind that the county caps that number.

Councilmember Franich again asked what the unfunded amount is without the cap. She deferred this question to Jeff Green.

Jeff Green - 6219 Reid Drive. Mr. Green, Planning Consultant to the Peninsula School District, explained that the calculation for single-family and multi-family residences in the table reflects the need without the cap. Single family is \$4398 and multi-family is \$2188.

Councilmember Franich stated that the County has mandated the capped amount of \$2870 if the unfunded need is larger. He asked if it is the school district's intent to adopt the \$2780 rather than the \$2432 mentioned in the e-mail. Mr. Green clarified that the number \$2432 is calculated per student. What they are asking for is per residential unit, \$2780.

MOTION: Move to adopt Ordinance No. 1096.
Conan / Young – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Lighted Materials Ban in City Parks. Chief Davis introduced this ordinance that came about as a recommendation from the Gig Harbor Parks Commission. He said that Ian Ward, Administrative Intern, did the research to put together this proposed ordinance and would address questions.

Councilmember Dick said that it was unclear whether you could use a match to light a fire or barbeque in designated, approved areas because section 9.24.020 prohibits the lighting of matches.

Councilmember Kadzik asked about fireworks. Carol Morris, City Attorney, explained that fireworks were taken out because state law requires that any fireworks ordinance be implemented one year after adoption. It was decided to include an amendment to the existing fireworks regulations at a later date.

Councilmember Ekberg said that this proposed ordinance references “or to throw other lighted materials” which could refer to fireworks. Chief Davis suggested that it does. Mr. Ward further clarified that fireworks are banned in the city between June 26th and July 6th.

Councilmember Franich asked why we are doing this and if this shouldn't have been brought to Council for discussion before staff time was expended. Several Councilmembers said that this was brought to them at a joint worksession in which staff was directed to bring forward an ordinance for consideration.

Mr. Ward cited public health and safety as the reasoning behind the ordinance. Because smoking has been prohibited indoors in public places, it was suggested that it would also be in the best interest of the public to ban smoking in public parks.

Councilmember Young asked if a member of the Parks Commission could address this ordinance.

Mayor Hunter opened the public hearing at 7:07 p.m.

Michael Perrow – PO Box 1266, Gig Harbor. Mr. Perrow said the Parks Commission began this discussion a year ago in relation to problems at the Skatepark. Lt. Colberg attended one of their meetings in which this idea was discussed, and he suggested that although enforcement would be difficult, it would be another tool to help them deal with problems. Mr. Perrow said that several other members of the Parks Commission agree that smoking should be banned in the parks; one an oral surgeon who sees the results of smoking, and another who is a mother who doesn't like taking her child to the Skatepark because of the smoking. He stressed that he has witnessed what a burning cigarette did to the park at Pt. Defiance; another reason to be concerned.

Councilmember Franich said that smoking is a legal activity and he can't remember any fires in the park caused by smoking. Chief Davis said that there haven't been any.

Councilmember Franich continued with the health concerns brought up by Mr. Ward. Mr. Perrow responded to this by saying that this perspective came from Peter Hampl, retired oral surgeon now serving as a Park Commissioner. Mr. Perrow then said that smoking is incompatible with a positive environment for youth, as are alcoholic beverages. He thanked Council for considering this ordinance that would enhance the parks.

Mayor Hunter closed the public hearing at 7:12 p.m.

Councilmember Franich said that the indoor smoking ban was enacted due to the unhealthy effects of second hand smoke. He asked Mr. Ward if he had studies to show that second hand smoke is dangerous outdoors. Mr. Ward said that he couldn't cite a specific study, but said that smoking doesn't encourage families with children to use the parks.

Councilmember Franich asked who wrote the policy paper. Mr. Ward said that he had written the paper, and it was reviewed by Mr. Karlinsey.

Councilmember Young interjected that Mr. Ward did a good job of writing the policy paper in response to a request from the Planning Commission.

Councilmember Conan stressed that even though there may be a lack of statistics, he can personally testify to the negative effects of being near someone smoking outdoors.

Councilmember Franich then said that it isn't right for cities to enact ordinances against legal activities.

Councilmember Ekberg thanked the Parks Commission for bringing this forward. He said that it is a two-pronged approach: first, it makes the parks safer and healthier for all citizens; and second, it limits the potential for a fire. He added that he looks toward the second reading.

Councilmember Young asked if the city could enact a ban in one park and not the others. Carol Morris responded affirmatively. He then said that his biggest concern is the incompatibility of smoking in areas that children gather but not so much in the larger open areas.

Councilmember Ekberg said that it would be easier to enforce if you consider all the parks as a whole. Mr. Ward added that other cities have been successful in enforcing their ban because as a general rule, it is voluntary compliance. The public accepts and adheres to it.

Councilmember Kadzik said that he shares the concern about government intervention, and that several of the ordinances on this agenda make the city appear “grumpy,” but there is a very good argument for banning smoking in parks. He said that a smoking a cigar early in the morning while sitting on the bench at Jerisich Dock may not be offensive, but when the parks are crowded during event, the advantages to banning smoking outweigh the disadvantages.

Councilmember Franich said that he can see passing the ordinance for this reason, but no other. He said that smoking has become unpopular, however, it is still a legal activity and the city should not be passing ordinance restricting legal activities.

Councilmember Dick stressed that the only reason to have a City Council is to determine if there are situations that aren’t prohibited to everyone, but may be unsafe to our own citizens. The Council is here is to exercise discretion for the needs of our neighborhoods.

Councilmember Franich said that fire danger doesn’t pass the test and that he hopes that before the second reading, Councilmembers supporting this can come up with some good reasons.

Mayor Hunter recommended moving to the next agenda item.

2. Public Hearing and First Reading of Ordinance – Three Ordinances Adopting Text Amendments Recommended in Phase 1c of the Design Review Process Improvements Initiative (ZONE 07-0026, 07-0027 and 07-0028). Jennifer Kester, Senior Planner, presented these final ordinances in Phase 1c, which will address the following items: define a quorum for Design Review Board meetings; zone transition dense vegetation buffers; calculating the average building height for zone transition standards; and long, low wall planes and horizontal wall shifts to apply to prominent facades only.

Councilmember Dick asked for clarification on requiring a zone transition buffer to be entirely located on the developing parcel. Ms. Kester explained that each zone transition is different depending on which use triggers the requirement. She said that the most likely situation is a 40 foot buffer on one parcel and a 25 foot buffer on the adjoining parcel.

Mayor Hunter opened the public hearing at 7:30 p.m.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich suggested that it would be better to have a buffer of low vegetation rather than a narrow strip of tall trees. He cited the damage caused by falling trees during windstorms as the reason.

Mayor Hunter said that the issue of vegetation in buffers came up in the recent joint Planning Commission / Design Review Board meeting. Some plantings in buffers are beginning to mature and are blocking views. These issues will be considered further.

No one else came forward to speak and the public hearing closed at 7:32 p.m.

Councilmember Young agreed with Mr. Bujacich and added that he would like to see the issue of buffers in general addressed. Ms. Kester said that the Planning Commission and Design Review Board will be looking at a clustering concept rather than strip buffering in some situations.

This will return for a second reading at the next meeting.

3. First Reading of Ordinance – Non-motorized Vehicle Safety and Helmets. Ian Ward, Administrative Intern, said that currently, the city code requires bicyclist to wear helmets, and it was suggested to expand this to all unmotorized vehicles. He suggested that a helmet ordinance might help protect the city from a liability claim.

Councilmember Kadzik asked for clarification on whether this could protect the city from a lawsuit. Ms. Morris responded that a helmet law wouldn't help to the extent that it is necessary to adopt an ordinance. Councilmember Kadzik then asked if helmets could be required at a specific site such as the Skatepark. Ms. Morris said that you could make a case for the additional need for helmets at the Skatepark given the intense use at that site.

Councilmember Young asked if a helmet law would pierce the statute of immunity for public park use. Ms. Morris responded that the recreational immunity statute doesn't address posted rules. It gives immunity if the park is open to public use at no charge. She said that she would look into that before the next reading.

Councilmember Franich said that here again, we are talking about exercising authority of the City of Gig Harbor for the public safety health and welfare of the public. He voiced concern with language in 10.22.010 (C), citing enforcement as "discretionary."

Ms. Morris responded that the city has no duty to enforce ordinances and so enforcement is "discretionary." Mr. Franich asked if this is true of all ordinances, and whether this language is typical of all ordinances. Ms. Morris said that this is typical language, and it is contained here so that people will understand that if the city has an ordinance that requires people to wear a helmet, yet someone doesn't do so and are injured, they cannot come back on the city and say "You require that I wear a helmet and I wasn't wearing one, and so therefore, my injuries are your fault because you didn't enforce your ordinance." She said that this language also appears in the Building Code, all the Uniform Residential Building Codes, and several times in the Zoning Code.

Councilmember Franich asked if this also applies to law enforcement powers. Ms. Morris said that she wasn't prepared for that question but would be willing to look it up before the next meeting. She asked if his question is specifically whether the city is required to enforce police ordinances. Councilmember Franich said that he wants to

know if that language is included in ordinances that refer to law enforcement to see if we are being consistent.

Councilmember Kadzik commented that he doesn't see the purpose of having the City Attorney spend time on researching this, as the question is whether this language is appropriate in this particular ordinance. Councilmember Ekberg agreed that it would be an inappropriate expenditure of city funds.

Councilmember Dick shared that he couldn't understand how this type of research could aid the public interest in any way. The law has always been that you adopt ordinances to prescribe the necessary conduct to protect the public health and welfare. There is no liability on government for failure to enforce, and it is no less applicable if the language is included in a few or all ordinances. He agreed that it is the law whether the language is there or not. The expenditure of staff time doesn't change that.

Councilmember Franich withdrew his request to have this researched. He said that he hasn't seen this language in previous ordinances, adding that it was his belief that when a city enacts a law, it is mandatory and should be enforced.

Ms. Morris explained further that this language appears in ordinances in which the issue has been litigated.

This ordinance will return for a second reading.

Mayor Hunter announced that the agenda had been previously amended to remove request for a Water Utility Extension Agreement.

STAFF REPORT:

Gig Harbor Police Department – June Report. Chief Davis pointed out that the calls for service have increased, infractions are up, and accidents are down. He gave a quick overview of the multi-jurisdictional "Bridge to Bridge to Bridge" Emphasis Patrol held over the weekend. He said that this is an effort to recognize the families of victims through the reduction of impaired drivers.

Chief Davis then reported on the recent drug paraphernalia sting. He passed around some of the items confiscated from a local tobacco shop, adding that some of the more unique items will be placed on display.

PUBLIC COMMENT:

Donna Slayback – 7412 Northcreek Loop.

Mayor Hunter advised Ms. Slayback that her letter had been received earlier and that this matter was going to be discussed in Executive Session later this evening.

Councilmembers assured her that they had received her letter and Ms. Morris added that the letter is part of the public record.

Ms. Slayback continued to read the letter citing the city's selective enforcement of the building code in regards to problems resulting from surface water runoff from their neighbor's property, and requesting City Council to direct staff to continue with enforcement action.

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

Mayor Hunter asked Councilmembers to review the proposed agenda for the upcoming Budget Retreat. He asked them to look it over, rank any important topics, and forward changes to the City Clerk.

Skansie Netshed Update. Mayor Hunter narrated a PowerPoint presentation illustrating the deteriorating condition of the pilings under the Skansie Netshed. He explained that the city's insurance had recommended canceling coverage until he sent a letter to the effect that the building is secure from the public and repairs are being made. He further explained that the occupancy has to be determined before the engineering can be done due to the historic nature of the building. He said that a recommendation has been made to reduce the occupancy to 10-12 people and to repair the building to this minimum load. Mayor Hunter advised Council that a contract to engineer these repairs will be coming in the near future.

Jack Bujacich. Mr. Bujacich said that when he inspected the netshed last year, he was amazed at how people could have survived working in this place. He recommended that the first thing that should be done is to sack and pour concrete around each piling using a 50 gallon drum as a form.

Mayor Hunter said that he was amazed at how straight the roof and eave-lines are considering the poor condition of the supports.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, September 12th, at 9:00 a.m. in Community Rooms A & B.
2. Council Budget Retreat – Monday, July 30th at 6:00 p.m.
3. Cancellation: August 27th City Council Meeting.

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

MOTION: Move to adjourn to Executive Session at 8:15 p.m. for the purpose of discussing potential litigation for approximately 45 minutes.
Dick / Conan – unanimously approved.

MOTION: Move to return to regular session at 9:03 p.m.
Dick / Conan - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:03 p.m.
Dick / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 31
Disk #2 Tracks 1-

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

MOTION: Move to adjourn at 8:01 p.m.
Franich / Payne – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1-
Disk #2 Tracks 1- 15

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



**Business of the City Council
City of Gig Harbor, WA**

Subject: Minutes from the Budget Retreat

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Molly Towslee

Receive and File

For Agenda of: August 13, 2007

Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required \$	Budgeted \$	Required	\$0

INFORMATION / BACKGROUND

The Agenda and the Minutes of the Budget Retreat are attached for your review.

FISCAL CONSIDERATION

N/A.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: N/A

**City of Gig Harbor
2008 Budget Retreat
July 30, 2007
6:00 p.m. – Community Rooms A&B**

Mayor and Council Goals for 2008

Administration / Finance

- Utilizing Debt Reserve Fund for Road Repairs
- Gig Harbor North Visioning
- Downtown Parking Strategy
- Legislative Lobbying (state and federal)
- Economic Development Strategy
- Aggressive Grant Application Strategy
- Performance Measurement
- Citizen Satisfaction Survey (random, scientific)
- HBZ Tax Increment Funding Mechanism
- Personnel Policies Update
- Drug & Alcohol Testing Policy for CDLs (mandated by the feds)
- Explore Additional 3-D Art Opportunities

Public Safety

- New Marine Patrol Boat via Homeland Security
- One New Detective Position
- Research Red Light Running Camera
- Pan/Zoom Camera at Skate Park
- Paperless Court System
- Video Arraignments

Parks

- Westside Park
 - Come up with a name
 - Build the park (ballfields, play structure, etc.)

- Boys & Girls Club / Senior Center

- Eddon Boat
 - Complete the Cleanup
 - Renovate the building
 - Determine a use for the house
 - Design remainder of the park
 - Dock and park construction in '09

Skansie Brothers Park

Determine a use for the house

Renovate the house

Net Shed: historical repairs only, museum development in 2010 (next round of heritage grant funding)

Austin Estuary Park

Design and construction of Phase II

Wilkinson Farm

Apply for heritage barn grant; begin repairs in '08 or '09

Other than Cushman Trail, no other development activity in '08

Crescent Creek Park

Ballfield irrigation and infield improvements (dependent on YMCA funding)

New play structure and Benches

Acquisition of property on west shore of Crescent Creek

Wheeler Street End

Landscape a passive pocket park (bench, interpretation, etc.)

Cushman Trail

Phase II: Kimball to Borgen (dependent on County funding)

Contract with Pierce County for Maintenance of Trail

Safety Issues

Maritime Pier

Negotiate lease and tenant improvements for a maritime pier at

Ancich/Tarabocia Dock

Gig Harbor North Park

As Part of GH North Visioning

Park Impact Fees

Update PROS Plan

Update Park Impact Fees

Jerisich Dock Park

Temporary Moorage

Development Services

Affordable Housing Options and Strategy
 Inventory of Rental Units
Jumpstart the Mainstreet Program
Continue Land Use Process Improvements
Land Use Policies/ Planning Commission Work Schedule
 Shoreline Master Plan
Code enforcement: continue to improve process
Web-based Permitting/MyBuildingPermit.com
 Phase I and II
Comprehensive Emergency Management Plan Final Adoption
EOC Operating Procedures and Practice Exercises
 Participation in Soundshake Exercise - March

Public Works

Road and Sidewalk Improvement Projects
 Donkey Creek Daylighting (subject to federal earmarks and fish funding)
 Harborview Drive
 38th Street Sidewalks (design in '08, construct in '09)
 Judson/Stanich/Uddenburg Roads and Sidewalks
Transportation Capital Improvement Plan
Public Works Director Position
NPDES Phase II Stormwater Quality Implementation
Low Impact Development
20-Year Transportation Plan and Impact Fees
Burnham Hospital Mitigation Improvements
Burnham Interchange Long-Term Improvements (determine a solution, financing, begin design)
Develop sidewalk and street connections plan
Traffic Calming: measure speeds and develop plan in '08. Implement in '09
Road Rehabilitation (chip seals and overlays; \$450k/year)

Wastewater Treatment Plant Expansion and Outfall Extension & Financing
Wastewater Conveyance and Collection System Improvements & Financing
Water System Improvements (A/C main replacement on Harborview, water tank painting, etc.)
Water and Wastewater System Comprehensive Plans

City Council Budget Retreat
July 30, 2007 6:00 p.m.
Community Rooms A&B

Members Present: Mayor Hunter, City Councilmembers Dick, Payne, Ekberg, Young, Kadzik and Conan.

Staff Present: Rob Karlinsey, Steve Misiurak, Tom Dolan, Mike Davis, Dick Bower, Dave Brereton, Dave Rodenbach, Tom Nelson, Marco Malich, Laureen Lund and Molly Towslee.

Mayor Hunter and Rob Karlinsey welcomed Councilmembers and staff, and explained that the purpose of this retreat is to make sure that all the items that Council wished to have addressed in the upcoming budget are identified. It was further explained that the intent is not to have a full-blown discussion on the items, but to make sure that staff is on the right track before moving forward.

Administration / Finance

Utilizing Debt Reserve Fund for Road Repairs. Councilmember Young voiced his concern that road repairs are not going to wait for a fund to be built up and suggested using the Debt Reserve Fund for emergency purposes. Rob explained that he and David Rodenbach are working on a 5-year financial forecast and will consider this option. Dave suggested that because the Debt Reserve Fund is now at \$4 million, Council could chose to stop the yearly \$600,000 transfer into the account, and use the existing funds to pay down the Civic Center bond debt in 2011.

Councilmember Payne said that the Operations Committee has discussed other options to pay for repairs, and asked Mr. Karlinsey to share that information. Rob recommended Council manic GO Bonds to fund road repairs, and use the REET Tax or the yearly \$600,000 transfer as payment. Councilmember Dick commented that REET funds are limited to expenditure on Capital Facilities projects and has a longer lead time.

Rob stressed that the Comp Plan amendment deadline is approaching if changes need to be made. He then suggested renaming the Debt Reserve Fund to the "Strategic Reserve Fund."

Gig Harbor North Visioning. Rob Karlinsey said that he continues to work with OPG on plans for Gig Harbor North. Mayor Hunter said that the goal is to get together with all the stakeholders in order to gain a finished park that could then be turned over to the city. Rob clarified that this is identified as a budget item in order to allocate staff time and funds to accomplish several issues concerning Gig Harbor North in 2008.

Downtown Parking Strategy. Rob said that the goal is to gain an overall picture in order to address the parking issues, and suggested a parking study. Mayor Hunter said that Ian Ward, the Administrative Intern, is working on one now. Rob commented that Steve Lynn is going to share the portion from the Mainstreet Program that addresses parking strategies.

Legislative Lobbying (state and federal) Rob recommended a meeting of the Legislative Committee this fall to discuss a strategy for 2008.

Economic Development Strategy. Rob Karlinsey recommended that a basic strategy be developed in-house with input from the business community to make sure everyone is on the same page.

Councilmember Young brought up the problem of chemical disposal and suggested adopting an ordinance as soon as possible. He recommended using Bothell's ordinance as a template.

Aggressive Grant Application Strategy. Councilmembers responded with a resounding YES to going after grant opportunities.

Performance Measurement. Rob Karlinsey said that he would like to memorialize this data in the budget.

Citizen Satisfaction Survey (random, scientific) Rob said that he would like to perform a more scientific survey to get a better pulse of the community. This is a great way to compare benchmarks with other cities. It would cost approximately \$10,000 to perform and should be done every other year. Councilmember Ekberg said that he would like Councilmembers to get a copy of the survey before it is sent. He added that he isn't a big fan of surveys.

HBZ Tax Increment Funding Mechanism 2007 is the base year to gauge the Hospital Benefit Tax Zone funding mechanism. 2008 will determine what the city will actually collect. Rob said that there will be no problem coming up with the state's share...just the local match.

Personnel Policies Update and Drug & Alcohol Testing Policy for CDLs (mandated by the feds). To be done just to keep up with legal changes. Due to the significant workload, it needed to be added as a budget item.

Explore Additional 3-D Art Opportunities. Dave Rodenbach said that he received a budget request from the Arts Commission, who wants \$206,000 and currently, they have approximately \$80,000. Councilmember Ekberg said that he would like to encourage all the departments to work with the GHAC when doing public projects.

Public Safety

New Marine Patrol Boat via Homeland Security. Chief Davis explained that the focus on a new marine patrol boat has shifted due to the loss of a grant opportunity. He explained that a second grant is being sought, and the boat would be owned solely by the city rather than sharing ownership. He described the boat, funding sources and the condition of the current boat. He further explained that the Fire Department would share the upkeep through a special service contract.

Councilmember Ekberg agreed with the new approach. Chief Davis addressed questions regarding when the Fire Department would be involved in marine response.

One New Detective Position. Chief Davis explained that this request is in response to the increased workload and future projected workload because of the new Costco and Uptown development. He said that fraud and identity theft are increasing, as well as property crimes. He said that another officer would be hired, and appoint a detective from within the existing ranks.

Research Red Light Running Camera. Rob Karlinsey explained that this had been included as a result of a citizen's request. He suggested a pilot program at the intersection of Point Fosdick and Olympic Drive.

Paul Nelson, Court Administrator, said that he met with the Court Administrator from Lakewood. Lakewood uses seven of these devices. Paul said that he thinks that a system would pay for itself.

Chief Davis said that accidents at this intersection do not result in significant injury, and that so far, the school zones are in compliance. He recommended thinking about the philosophy behind these systems before moving forward.

Councilmember Ekberg responded that if there is a significant problem at an intersection, it should be considered, adding that he didn't have a philosophical problem with using the devices.

Councilmember Dick said that he thinks it should be done, due to the possibility of a "T-bone" accident. His only reservation is with the vendor, and asked if the city could buy the system and run it.

Paul described how the service works. He then said that there might be a concern from the Police Guild that installation of the camera would result in the need for a traffic officer. Chief Davis responded that this is not a concern as this would support, not supplant the force.

After further discussion, staff was directed to research the cost of a system.

Pan/Zoom Camera at Skate Park. Chief Davis said that he and Dave Brereton are exploring the option to expanding the cameras at the park. He said that currently, the cameras are acting as a deterrent to negative behavior and the ability to pan the park, and the addition of night vision, would increase the effectiveness.

Staff and Councilmembers discussed the different options such as video streaming and video streaming and whether these might also be a way for someone to identify the weaknesses in the system.

Paperless Court System. Paul Nelson said that this is an on-going process to save money and storage space.

Video Arraignments. Paul Nelson explained this joint project to eliminate the need to transport prisoners. He said that he is negotiating some free video room space in exchange for the use of the Council Chambers to hear toll violation cases one day a month.

Parks

Westside Park.

Naming of Park

Build the park (ballfields, play structures, etc.)

Councilmember Ekberg recommended a joint meeting with the Parks Commission to discuss priorities and funding. Rob Karlinsey said that a meeting is scheduled for this fall. A draft of the Comprehensive Parks Plan will be distributed when available.

Boys & Girls Club / Senior Center. Mayor Hunter announced that there will be a workshop with representatives of the club during the August 13th Council Meeting.

Councilmember Young said that he had received feedback from those who control grant funding that both the congressional and federal delegation has considerable money invested in Boys and Girls Clubs, and the city may suffer if they reduce funding for this project. He added that he understands that it is unfair that the city contribution is more than Pierce County, but we will receive good services.

Mayor Hunter said that the resolution in support only suggests that we will support operations and maintenance costs. The Boys & Girls Club is asking that the city run the Senior Center Program. Councilmember Ekberg suggested waiting until the workshop to see what can be done.

Rob Karlinsey reported that he met with the representatives. He also said that the trip transfer deadline is tomorrow and when he checked on it, nothing has been done so he called to remind them. Rob said that he made the following points with them:

1. The City Council wants to see a Feasibility Study to make sure the facility will be self-sufficient within the 5-year window.
2. That the City/Pierce County proportionate share ratio is fair.
3. 7-8 million funding is coming from the private sector.
4. The question remains on who will be running the Senior Center program.

Rob said that PenMet needs to come forward, as it makes logistical sense for them to run the program as they will be leasing space at below market rate. Councilmember Young agreed that this is a good negotiation point.

Rob Karlinsey stressed that the remaining list of parks projects is long, and asked for approval of the list rather than going through each item. He said that the Capital Improvement Plan workshops will be held this fall, and parks would be discussed further. Council concurred.

Cushman Trail

Phase II: Kimball to Borgen (dependent on County funding)
Contract with Pierce County for Maintenance of Trail
Safety Issues

Dave Brereton reported that Pierce County had agreed to pay 4.7million of the necessary 5.3 million for trail improvements. The city's portion of the project will be \$660,000.

Jerisich Dock Park

Temporary Moorage

Mayor Hunter said that there are two ways to obtain quotes for floats at Jerisich Dock Park. Rob reported that John Moist is also working on this.

Eddon Boat

Complete the Cleanup
Renovate the building
Determine a use for the house
Design remainder of the park
Dock and park construction in '09

Councilmember Kadzik asked about fixing up the house at Eddon Boatyard Park. Mayor Hunter said that bids are coming in September to repair the deck, roof, and masonry. Rob added that the goal in 2008 is to determine a use for the house.

The group decided to move on to Development Services. The remaining list of parks projects on the agenda were not discussed, but are listed below.

Skansie Brothers Park

Determine a use for the house
Renovate the house
Net Shed: historical repairs only, museum development in 2010 (next round of heritage grant funding)

Austin Estuary Park

Design and construction of Phase II

Wilkinson Farm

Apply for heritage barn grant; begin repairs in '08 or '09
Other than Cushman Trial, no other development activity in '08

Crescent Creek Park

Ballfield irrigation and infield improvements (dependent on YMCA funding)
New play structure and Benches
Acquisition of property on west shore of Crescent Creek

Wheeler Street End

Landscape a passive pocket park (bench, interpretation, etc.)

Maritime Pier

Negotiate lease and tenant improvements for a maritime pier at Ancich/Tarabocia Dock

Gig Harbor North Park

As Part of GH North Visioning

Park Impact Fees

Update PROS Plan
Update Park Impact Fees

Development Services

Affordable Housing Options and Strategy

Inventory of Rental Units

Councilmember Young said that this is a large research project and the city should hire someone to help.

Mayor Hunter asked for clarification on the city's obligation. Councilmember Kadzik responded that The Growth Management Act requires it, and Councilmember Young added that the Pierce County Regional Council lists it as voluntary goals. He said that the state is discussing making it a mandatory requirement.

Councilmember Young then stressed that affordable housing is not the same as low-income housing, and mentioned a few options.

Councilmember Kadzik that there are incentives and mandates; sort of a carrot and stick approach. He said that if the city is going to do something about affordable housing, it needs to be done soon. There are lots of homes going to be built in the next 5-10 years and if we wait until affordable housing is mandated, it will be harder to do.

Tom Dolan explained that the goal is for 769 new affordable units. Councilmember Young said that the city needs 30 per year for 10 years, but you first have to determine what is affordable for Gig Harbor.

Tom said that the Comprehensive Plan has language but the zoning code hasn't been amended to encourage a move in this direction.

Mayor Hunter suggested finding out what a consultant would charge to do an inventory of current affordable housing and the rental market. Councilmember Young stressed that it will be difficult to find any rent under \$1700 a month. Mayor Hunter then suggested asking the Admin Intern, Ian Ward, to do an inventory.

Jumpstart the Mainstreet Program. Councilmember Kadzik stressed that this program has potential and is worth trying, but it needs an infusion of cash. He suggested the idea of a stipend and matching funding as an incentive. He said that he will work with others in the group to come back with a proposal.

Mayor Hunter strongly urged him to make sure that the Chamber of Commerce and Downtown Business Owners are on board with any recommendations. Councilmember Kadzik replied that this is the whole philosophy behind the program.

Mayor Hunter said that he would like these concerns addressed: is this a form of Urban Renewal; will it add bureaucracy; and will it change the face of the Millville neighborhood. He then said that he would like to put a placeholder in the 2008 Budget for this program and that he would like to find out from other cities how it has worked for them.

Councilmember Payne suggested obtaining the names of Mayors from cities with the program in place that would be willing to talk to him about the program.

Councilmember Ekberg asked how much the program may need as start up money. Councilmember Kadzik replied that \$105,000 the first year in the form of \$35,000 outright, \$35,000 grant funds, and \$35,000 matching funds. He also said that they would need in-kind contributions such as office space at the Visitor's Center.

Councilmember Young mentioned B&O Tax credits. Councilmember Kadzik said that contributors could obtain credit on their B&O Taxes to help them become self-sufficient.

Continue Land Use Process Improvements. Tom Dolan said that work has already begun on this.

Land Use Policies/ Planning Commission Work Schedule. Tom Dolan reported that he has been discussing the Shoreline Master Plan with Mayor Hunter and Rob Karlinsey. The plan is out of date and he is requesting that it be revised in 2008. Certain aspects need technical expertise that staff doesn't have, and so a consultant's contract will be needed. He said that work will begin after the first quarter of the year, and will take approximately six months to finalize.

Mayor Hunter said that we are mandated to make the updates by 2011, but we can't wait that long. Waterfront property is changing hands and we don't have the tools to deal with problems.

Councilmember Young asked if the Planning Commission could "crank it up" because we are falling behind. Mr. Dolan responded that it is also a staffing issue. He suggested a sub-committee to take on the Shoreline Master Program.

Councilmember Payne agreed with this idea. Rob Karlinsey said that the last time a sub-committee was used for shoreline issues, the large number of members caused a problem. He suggested a small sub-committee of the existing members of the Planning Commission.

Tom Dolan suggested a joint workshop with the Planning Commission to discuss the workload and priorities. Councilmember Kadzik asked if the new employee being added to the department would be opposed to evening meetings. Tom responded that the new position will be working on programmatic issues, but he may want to redefine the priorities.

Rob Karlinsey suggested that we limit the scope of work before giving to the Planning Commission to work on.

Mayor Hunter said that he would like to take the downtown core and play with what we can do. Council could meet to discuss a scheme and take that to the different committees for consideration.

Code enforcement: continue to improve process. Councilmember Dick asked about the status quo. Tom Dolan explained that the department has started a log of cases. Currently the response is complaint driven, and in the last two months, 10-12 code enforcement requests had been received. Most were resolved by making the property owner aware of the violation, but some required a Notice of Violation. He said that the department is looking to improve the process with assistance from Carol Morris and Ian Word. Tom then gave an overview of the process.

Councilmember Dick asked if there are any administrative processes that do not require criminal court. Dick Bower described the different processes that would go through a

civil process. He stressed that staff goes to great lengths to obtain voluntary compliance. Councilmember Dick stressed that we have to be more pro-active in order to be fair.

Mayor Hunter said that code enforcement is a small percentage of what the city does. Rob asked if Council wanted to allocate a person to specifically perform code enforcement. He mentioned that enforcement can be done using a grid system to ensure it be done fairly.

Councilmembers continued to discuss the importance of code enforcement. Rob said that we can reallocate staff time to improve the process.

Web-based Permitting/MyBuildingPermit.com Phase I and II. Dick Bower said that by joining MyBuildingPermit.com, it would help improve consistency in apply the building codes statewide. He said that in Phase I, people can go to the web to obtain information. In Phase II, the program is expanded so that people can apply for permits on-line. It will cost \$4500 which includes support.

Comprehensive Emergency Management Plan Final Adoption. Dick Bower said that he has been working on the plan for a couple of years, and now is at the last phase before being presented to Council for approval. He explained that the plan follows the NIMS program.

EOC Operating Procedures and Practice Exercises. Dick explained that he recently had the Council Chambers wired with an emergency power supply to function as an EOC or to supplement the existing Emergency Operations Center if necessary. Dick described how the city will be participating in the Soundshake Exercise in March to test all the systems.

Public Works

Road and Sidewalk Improvement Projects

- Donkey Creek Daylighting (subject to federal earmarks and fish funding)
- Harborview Drive
- 38th Street Sidewalks (design in '08, construct in '09)
- Judson/Stanich/Uddenburg Roads and Sidewalks

Steve Misiurak said that staff is working on an inventory of the sidewalks and the intent is to prioritize the need and connectivity. He reported on the sidewalk project at 38th, explaining that it may be several years before the grant funding is realized to do the road project, but it is important to make improvements for pedestrian movement sooner. He said that they are working on safe routes to school, other pedestrian grant programs and the TIB grants.

Rob Karlinsey added that staff is looking into acquiring the roadway on Uddenberg Street due to safety and aesthetic needs. He said that this section of roadway is a valuable asset.

Transportation Capital Improvement Plan. Rob Karlinsey said that the plan includes road and sidewalk improvement projects, and the Burnham Borgen Interchange. He said that a draft has been presented to the Operations Committee. More detail will be coming in the fall.

Public Works Director Position. Rob said that he would like approval for this position this fall to be able to begin the recruitment process.

Councilmember Young recommended changing this to an Assistant City Administrator instead of a Public Works Director. He said that we need someone to fill management gaps. Councilmember Ekberg agreed and said that we should get going on a job description as soon as possible for Council review.

NPDES Phase II Stormwater Quality Implementation. Steve Misiurak said that staff continues the effort to complete six items necessary before February. He said that implementation will continue for another six years and more information will be coming to Council.

Mayor Hunter said that Pierce County is offering to get all the counties and cities together to work on an outreach program to share information. Pierce County reported that they are adding 40 additional employees to handle the requirements.

Rob Karlinsey added that a new Engineer in Training position is being proposed for 2008 to run the NPDES program. Steve Misiurak said that he is working with the state on a one time grant to implement the program.

Low Impact Development. Steve Misiurak explained that low impact development will be reflected in the update to the Public Works Standards.

20-Year Transportation Plan and Impact Fees. Steve explained that staff will be working on a study to develop a 20-year plan to assist with the Six-Year Transportation Improvement Plan. He said that there will be higher impact fees.

Burnham Hospital Mitigation Improvements. Steve reported that staff is meeting weekly with the Department of Transportation to get them on board, adding that they have begun the review. There are critical paths to through due to the wetlands. He said that they are on schedule.

Burnham Interchange Long-Term Improvements (determine a solution, financing, begin design). Steve Misiurak said that staff is currently moving through the screening process to determine a preferred solution.

Develop sidewalk and street connections plan. This was discussed previously.

Traffic Calming: measure speeds and develop plan in '08. Implement in '09. Rob Karlinsey explained that during the February Council Retreat, the subject of traffic calming came up. The Operations Committee was asked to determine if there really is a problem. He said that staff is going to measure speeds and then develop a plan.

Mayor Hunter reported that the electric speed sign has been installed on Pioneer. Councilmember Payne added that it is very effective, and that another sign is needed to face up the hill as well. He mentioned adding the signs on Soundview and Peacock Hill as well.

Councilmember Ekberg suggested random movement of the signs around town. Rob asked if this should be a budgeted item, and Councilmember Payne suggested placing an earmark for this item, and then the money could be spent after the existing sign is declared a success.

Councilmember Conan said that he thinks Soundview is a logical placement for another sign. He commented that the one on Pioneer looks very nice.

Road Rehabilitation (chip seals and overlays; \$450k/year). Rob Karlinsey proposed an increase of 3 times the amount budgeted for last year. He explained that even this increase doesn't keep up with the need.

Wastewater Treatment Plant Expansion and Outfall Extension & Financing. Steve Misiurak explained that more information would be shared in the upcoming Executive Session. He added that a consultant contract would be coming to council for both expansion and a connection fee study.

Wastewater Conveyance and Collection System Improvements & Financing. Rob Karlinsey voiced concern that we may be falling behind on lift station maintenance.

Water System Improvements (A/C main replacement on Harborview, water tank painting, etc.). Rob Karlinsey said that there are concerns with falling behind in maintenance and replacement of aging water lines. He said that if improvements are done on Harborview, the water lines will be replaced.

Councilmember Kadzik asked if utility lines will be under grounded at that time. Steve Misiurak replied that this can be required because we have an agreement in place.

Councilmember Young added that Peninsula Light may get upset at such a requirement, as they may lose revenue from the poles. Councilmember Payne added that it is because damage from the storm has depleted their resources.

Water and Wastewater System Comprehensive Plans. Steve Misiurak said that this is being finalized this year and will be submitted to the appropriate agencies. He said that there is some time being taken on calibration of the wastewater.

There was no further discussion, and Rob asked if this list is acceptable to move forward with the budget preparation. Councilmembers agreed that this is a comprehensive list.

The meeting adjourned at 8:17 p.m.

Respectfully submitted,

Molly Towslee, City Clerk



**Business of the City Council
City of Gig Harbor, WA**

Subject: Borgen Boulevard/SR-16
Interchange Level II Screening Analysis
Consultant Services Contract

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Consultant Services Contract with HDR Engineering, Inc.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer *Stm*

For Agenda of: August 13, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

CH 8/9/07

Approved by City Administrator:

ROK 8/6/07

Approved as to form by City Atty:

Approved by Finance Director:

DP 8/9/07

Approved by Department Head:

Dave 8/8/07

Expenditure	Amount	Appropriation	
Required \$58,979	Budgeted \$325,000	Required	0

INFORMATION / BACKGROUND

On July 27, 2007, the City advertised for professional consultant services to assist the City in conducting a Level II Screening Analysis. In response to the advertisement, the City received three statements of qualifications. The City subsequently conducted an internal evaluation and grading, and selected HDR Engineering, Inc. as the most qualified engineering firm to perform the work.

FISCAL CONSIDERATION

Funding for this work is included under the Borgen/SR-16 Interchange Roadmap Development budget item No. 5.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute the Consultant Services Contract with HDR Engineering, Inc. in the not-to-exceed amount of Fifty Eight Thousand Nine Hundred Seventy-Nine Dollars and no cents (\$58,979).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Ste. 2A, Olympia, Washington 98504 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Level II Screening Analysis at Borgen Boulevard/SR16 Interchange 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 August 7, 2007 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:

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 Fifty Eight Thousand Nine Hundred Seventy-Nine Dollars and no cents (\$58,979.00) 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** 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, 2007; 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 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 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 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
 David Skinner, P.E.
 HDR Engineering, Inc.
 626 Columbia Street NW, Ste. 2A
 Olympia, Washington 98501
 (360) 570-4425

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 _____, 200__.

CONSULTANT
 By: John M Maxwell
 Its Principal
 VICE PRESIDENT
 HDR Engineering

CITY OF GIG HARBOR
 By: _____
 Mayor

Notices to be sent to:
CONSULTANT
David Skinner, P.E.
HDR Engineering, Inc.
626 Columbia St. NW, Ste. 2A
Olympia, Washington 98501
(360) 570-4425

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 Charles L. Hunter 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: _____



SCOPE OF SERVICES
Borgen Blvd/SR16 Interchange
Level II Screening Analysis

- Level II Screening

Prepared by:

HDR Engineering, Inc.
626 Columbia Street
Olympia, Washington 98501

August 7, 2007

SCOPE OF SERVICES
Borgen Blvd/SR16 Interchange
Level II Screening

I. INTRODUCTION

The City of Gig Harbor (CITY) has selected **HDR Engineering, Inc.**, (HDR) to conduct a Level II Screening Analysis for the Borgen Blvd./Burnham Drive/SR16 Interchange alternatives previously developed by the City. The services will include review of the previous developed interchange alternatives, refinement of the alternatives, traffic operation analysis and screening of the alternatives to provide the necessary info to the City and project stakeholders in the selection of a preferred alternative.

II. DETAILED SCOPE OF WORK

Task 1. Project Management

Purpose

Provide overall project management of the contract and coordination with the CITY. This effort will include the following elements.

Approach

Staff Management: Organize and lay out work for the project staff and coordinate any necessary staff changes with the CITY.

Progress Report and Invoice: Prepare monthly invoices and project progress reports for submittal to the City.

Meeting with the CITY: Meet with the CITY staff on a monthly basis to review the status of the Tasks included in this contract.

Assumptions

Progress Report and Invoice: On a monthly basis, HDR will organize and layout work for the project staff. Coordinate any staff changes with the CITY.

Project Duration: Three (3) months to complete the Level II Screening process.

Deliverables

Progress report(s) and invoices.

Task 2. Gather Background Information

Purpose

To gather interchange alternative information previously developed by the CITY in conjunction with the Borgen Blvd./Burnham Drive/SR16 Interchange project.

Approach

HDR staff shall obtain and review all of the previous alternative studies and information developed to date on the GHN area and the Borgen Blvd/SR16 Interchange.

Assumptions

The City will provide HDR with all the information previously prepared for the SR16 Interchange Alternatives including all reports and GIS/AutoCADD base mapping.
The City will coordinate obtaining all relevant information for the interchange by other agencies or Consultants.

Deliverables

No deliverables are identified for this Task.

Task 3. Conceptual Development of Alternatives

Purpose

Refine the conceptual layouts of all three alternatives identified in the Level I analysis previously developed by the City.

Approach

HDR shall develop/refine three conceptual level design alternatives for the Borgen Blvd/SR16 Interchange utilizing previously developed design created under the level 1 screening.

Tasks

HDR will perform the following tasks

Review the geometric layouts of each of the three alternatives to verify all minimum standards are satisfied for both WSDOT and City.

Develop the conceptual layouts of the three interchange alternatives to provide sufficient detail to obtain cost estimates, environmental, and R/W impacts.

Assumptions

HDR will provide conceptual level design for each of the three alternatives previously identified in the Level 1 Screening to move forward into the Level II screening. No other alternatives shall be developed under this contract.

HDR shall rely on the information gathered in Task 1 for the identification of environmental impacts for each alternative. No additional investigation or surveys shall be performed.

HDR assumes that the 3 selected alternatives brought forward from the Level 1 Screening are: SPUI, Flyover Ramps, and the Spilt Diamond.

Deliverables

1 (22X34) Full Size Plan sheet for each conceptual alternative showing horizontal geometrics with centerline alignment information and catch lines.

1 (22X34) Full Size Plan sheet for each conceptual alternative showing all centerline vertical profiles.

Task 4. Traffic Operational Analysis

Purpose

Perform traffic operational analysis on each of the three alternatives developed under Task 3 to determine the level of service of each of the proposed interchange alternatives.

Approach

HDR shall perform traffic operational analyses of each of the three alternatives utilizing the City's current traffic model. HDR shall obtain Level of Service characteristics for opening year and 20-yr horizon years for each of the proposed interchange alternatives.

Tasks

HDR will perform the following tasks

Determine Level of Service ratings for each of the alternatives developed in Task 3.

Assumptions

The traffic operation analysis shall be based on the City existing VISUM demand model and the traffic generations obtained from that model for opening year and 20 year horizon. No VISUM demand model calibration or additional traffic counts are assumed and if required shall be considered extra work.

Deliverables

Technical memorandum describing the traffic operational information obtained from the analysis.

Task 5. Conceptual Level Cost Estimates

Purpose

Develop conceptual level cost estimates for each of the three selected alternatives developed in Task 3.

Approach

HDR shall develop conceptual level cost estimates for each of the alternatives utilizing WSDOT and City unit costs for major items.

Assumptions

Cost estimates will be based on existing information. Contingency costs shall be added to the cost estimates to account for the conceptual level of design. R/W costs shall be estimated based on current information on land value.

Deliverables

Cost estimates for each of the alternatives. Cost estimates will be broken down by standard bid items for major items and lump sums to account for minor items using WSDOT's most current standard item tables.

Task 6. Constructability Review

Purpose

Review each alternative to assess constructability issues and their impacts to the environment, property, and traffic that would be incurred during construction of each alternative.

Approach

HDR shall perform constructability reviews of all three alternatives to identify impacts and costs related to phasing and/or staging of the work, as well as traffic impacts, and/or other items affecting cost during construction of the interchange improvements.

Assumptions

This task will not include a formal Value Engineering or Cost Risk Assessment of either of the alternatives. It is assumed this assessment will be done during design of the preferred alternative selected for improvement of the interchange.

Deliverables

Information obtained in conjunction with the constructability review will be addressed in the Level II Tech memo provided in Task 9.

Task 7. Public Input

Purpose

Assist the City in preparing for and attending an Open House to solicit comments on the three interchange alternatives.

Approach

HDR shall assist the City in preparing graphics and information on the three interchange alternatives to be utilized at an Open House to solicit public comment on the three alternatives. Comments will be requested from the public on the scoring criteria and overall benefit to the City. No scoring of the alternatives will be performed by the public.

Assumptions

Graphics for the open house shall consist of the plan sheets developed in Task 3 mounted on boards for displays. Consultant shall provide two staff members to attend the Open House. (For budgeting it has been assumed three HDR staff shall attend a single 3 hour open house meeting)

Deliverables

Plan sheets developed in Task 3 mounted on boards for displays. One board identifying the anticipated scoring criteria to be utilized to obtain the preferred alternative.

Task 8. Score and Rank Alternatives

Purpose

To score and rank the three alternatives based on the selection criteria previously developed.

Approach

HDR shall provide technical assistance to assist the City's selected representatives to score and rank the alternatives based on the information developed in the previous Tasks, comments received from the public meeting and the defined scoring criteria.

Assumptions

The alternatives will be scored and ranked only once and the rankings shall be used to determine the preferred interchange alternative.

Deliverables

The scoring and ranking of the alternatives shall be documented in Task 9.

Task 9. Level II Screening Documentation

Purpose

Document the Level II Screening process with supporting information.

Approach

HDR shall document the Level II Screening analysis in a technical memorandum that defines the selected criteria utilized to rank the alternatives and the process to reach a preferred alternative. The technical memo shall contain conceptual plans of the alternatives with cost estimates and any other back up information utilized in the selection of the preferred alternative.

Assumptions

The City shall provide one review of the Level II Screening Tech Memo. Comments will be incorporated and a final tech memo will be provided to the City. Additional reviews or revisions shall be considered extra work.

Deliverables

Level II Screening Analysis Technical Memorandum (Draft)
Level II Screening Analysis tech memo (Final)

Task 10. Stakeholders / City Council Meeting Updates and Design Charrettes

Purpose

Attend City Council Meetings and Hospital/Stakeholder meetings to provide update on the Level II Screening Process.

Facilitate a design charrettes meeting to facilitate the development of the three interchange alternatives considered in the Level II Screening Analysis.

Approach

HDR shall attend up to two City Council meetings and up to three stakeholder meetings to provide a status report on the Level II Screening process.

HDR shall facilitate a design charrettes to be held at the City of Gig Harbor City Hall. The purpose of the meeting will be to discuss the three alternatives developed in the Level II Screening with various stakeholders including WSDOT, Pierce County, City Council members, and community leaders as determined by the City.

Assumptions

For budgeting it is assumed 3 HDR staff will attend each Council meeting and stakeholder meeting to provide Level II Screening updates.

The City shall provide the location for the charrettes. HDR will provide copies of the three interchange alternative plan sheets. For budgeting it is assumed the charrettes will require 4 staff for a duration of 4 hours. Only minor revisions to the existing alternatives will be considered for inclusion in the Level II Screening. No new alternatives will be considered

Deliverables

No deliverables are identified for this Task

Exhibit B

Client: City of Gg Huber - Stephen T. Misurak P.E. Project Name: Bergen Blvd/CRTD Interchanges Level II Screening.		Prepared by: DVC Created: 9/25/07 Revised: NA Reviewed by: DVC												
Description	Hourly Rate Total Hours for Task	TOTAL HOURS/ DOLLARS	Project Principal \$80.50	Project Manager \$49.50	Sr Project Engineer \$51.50	Project Engineer \$32.00	Project Engineer \$29.27	Project Engineer \$32.75	Sr Low Schmidt \$30.70	Env Scientist \$25.00	Sr CAD Tech \$18.00	CADD Tech \$19.05	Project Assistant \$14.00	Project Consultor \$30.00
Task 1 - Project Management: Project Definition, Management Review, etc. Project Meetings (1 meeting per month) Including and Processing Task 2 - Gather Background Data Chain and review existing background data	302 hours 34 hours 20 10 8 hours	3 20 10 8	1 6 1	1 2 3				6 8	6 6					2 6
Task 3 - Conceptual Development of Alternatives Geometric Review of Alternatives Conceptual Plan development of 3 alternatives CHCC	108 hours 142 10	10 142 10	2 16		4		24				48			
Task 4 - Traffic Operational Analysis LOS Analysis for opening year and 2020 for each alternative Traffic Tech memo CHCC	36 hours 20 12 4	20 12 4	4				15 0 4	4 4						
Task 5 - Conceptual Level Cost Estimate Develop conceptual level cost estimates for each alternative CHCC	54 hours 48 6	48 6	2 4	8 4	4		36							
Task 6 - Constructability Review Perform Constructability review on each alternative.	12 hours 10 hours	12	2	4	2		4							
Task 7 - Public Input/ Open House Prepare graphics for open house Open House	10 hours 8 4	10 8 4	4	2			4 4				4			
Task 8 - Score and Rank Alternatives Score and Rank Alternatives	4 hours 4	4	2				2							
Task 9 - Level II Screening Documentation Level II Screening Technical Memorandum (Draft) Level II Screening Technical Memorandum (Final) CHCC	58 hours 40 10 8	40 10 8	4 2 4	4 4			24 4	4			4		4 4	
Task 10 - Stakeholders / City Council Briefs and Design Charter Monthly Stakeholder Meetings (Assumes 3 meetings) City Council Meeting Updates (Assumes 2 meetings) Design Charter	100 hours 44 18 6 44	44 18 6 44	12 6 8	12 6 6	6		12 6 8				4 16		4 4	
Subtotal 100% Labor Hours	608	608	70	68	18	6	24	24	10	0	70	0	16	6
Total Labor Costs, Allocated Overhead Costs and Fees	\$50,720	\$50,720												
Total Direct Expenses	\$0	\$0												
Total Subconsultant Expenses and/or Other Services	\$50,079	\$50,079												
Total Anticipated Contract Amount														



Business of the City Council
City of Gig Harbor, WA

Subject: 56th Street/Olympic Drive Roadway Improvement Project - Construction Management Services Consultant Services Contract / HDR Engineering, Inc.

Proposed Council Action: Authorize the Consultant Services Contract for the 56th Street/Olympic Drive Road Improvement Project to HDR Engineering, Inc. for Construction Services in the amount of Three Hundred Fifty-four Thousand Seven Hundred Twenty-two Dollars and no cents.

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: August 13, 2007
Exhibits: Consultant Services Contract

Concurred by Mayor:
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head: Dave 8/10/07

Initial & Date

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and Amount. Values include \$354,722, \$5,177,021.00, and \$0.

INFORMATION / BACKGROUND

This project provides for construction services of the 56th Street/Olympic Drive Road Improvement Project (CSP-0133). The work to be completed under this contract generally consists of the construction administration, construction management, construction inspection and wetland monitoring.

FISCAL CONSIDERATION

Sufficient funds in the amount of \$5,177,021 are available from the TIB Grant, SEPA mitigation, traffic impact fees and other sources to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the 56th Street/Olympic Drive Road Improvement Project to HDR Engineering, Inc., in the amount of Three Hundred Fifty-four Thousand Seven Hundred Twenty-two Dollars and No Cents (\$354,722).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3780 SE Mile Hill Drive, Port Orchard, Washington 98366 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction services for 56th Street/Olympic Drive Roadway Improvement Project 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 July 30, 2007 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:

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 Three Hundred Fifty Four Thousand Seven Hundred Twenty-Two Dollars and no cents (\$354,722.00) 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** 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 July 31, 2008; 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 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 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 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
Gus Garcia
HDR Engineering, Inc.
3780 SE Mile Hill Drive
Port Orchard, Washington 98366
(360) 871-2727

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.

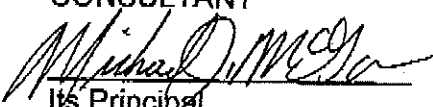
XVIII. Modification

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 _____, 2007.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

CONSULTANT
Gus Garcia
HDR Engineering, Inc.
3780 SE Mile Hill Drive
Port Orchard, Washington 98366
(360) 871-2727

Stephen Misiurak, P.E.
City Engineer
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IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

By: _____
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Gus Garcia
HDR Engineering, Inc.
3780 SE Mile Hill Drive
Port Orchard, Washington 98366
(360) 871-2727 ext. 12

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 Charles L. Hunter 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: _____



SCOPE OF SERVICES
Construction Services for
Olympic Drive and 56th Street

- Construction Administration
- Construction Management
- Construction Inspection
- Wetland Monitoring

Prepared by:

HDR Engineering, Inc.
3780 SE Mile Hill Drive
Port Orchard, Washington 98366

July 30, 2007

SCOPE OF SERVICES
Olympic Drive and 56th Street
Construction Services

I. INTRODUCTION

The City of Gig Harbor (CITY) has selected **HDR Engineering, Inc.**, (HDR) to provide Construction Management Services for the Olympic Drive and 56th Street project. The services will include construction oversight and assistance with the pre-construction planning, construction contract bid and award process; construction administration; construction inspection; Wetland Monitoring; and close-out of the project.

Generally the construction phase of the project consists of widening of 56th Street NW/Olympic Drive NW to a five-lane roadway with bike lanes, curb, gutter, and sidewalk on both sides of the road. Traffic signal work will be done at three Separate intersections, the intersection of 56th Street and 38th Avenue, Olympic Drive and 56th Street and 50th street and Olympic Drive. New sanitary sewer lines will be installed as part of the project. A contained storm drainage system will be installed including water quality and quantity facilities for the entire project. Property restoration, landscaping, irrigation system, traffic signing and striping, street illumination system, and wetland mitigation and restoration work will be included in the project.

II. DETAILED SCOPE OF WORK

Task 1. Project Management

1.1 Purpose

Provide overall project management of the contract and coordination with the CITY. This effort will include the following elements.

1.2 Approach

1.2.1 Staff Management: Organize and lay out work for the project staff and coordinate any staff changes with the CITY.

1.2.2 Progress Report and Invoice: Prepare an invoice and project progress report to be submitted to the CITY on a monthly basis.

1.2.3 Meeting with the CITY: Meet with the CITY staff on a monthly to review the status of the work included in this contract.

1.3 Assumptions

1.3.1 Progress Report and Invoice: On a monthly basis, HDR will organize and layout work for the project staff. Coordinate any staff changes with the CITY.

1.3.2 Project Duration: Ten (10) months for construction (195 working days) and one (1) month for close out.

1.4 Deliverables

1.4.1 Progress report(s) and invoices.

Task 2. Pre-Construction

2.1 Purpose

Prior to award of the construction contract, HDR will provide services to prepare for managing construction of the project.

2.2 Approach

2.2.1 Setup: Organize and set up files for construction. Resident Engineer (RE) and Inspector will walk the site and review Contract Documents.

2.2.2 Construction Management Plan: Prepare a Construction Management Plan (CMP) to define the key project stakeholders and their roles and responsibilities. The CMP will include contract administration procedures to be used throughout the construction phase.

2.2.3 Right-of-Entry Agreements: Assemble a notebook of all the right of entry agreements with the terms and conditions for use by the Construction Management (CM) team on site.

2.2.4 Pre-Construction Meeting: Attend and participate in the pre-construction meeting that will be scheduled prior to the start of construction in the CITY offices.

2.2.5 Pre-construction photographs: Prepare two sets of preconstruction photographs and video tape as documentation of the existing conditions of each property along the corridor prior to the start of construction.

2.3 Assumptions

2.3.1 Construction Management Plan: HDR will prepare a draft plan for review by the CITY. After the CITY reviews and comments on the plan, HDR will finalize and distribute the plan to CITY staff and the Design Team. We assumed that five (5) copies will be reproduced and distributed between CITY staff and the CM team.

2.3.2 CITY will provide HDR with the right of entry agreements.

2.3.3 CITY will prepare and distribute addendum (as needed).

2.3.4 CITY will open and prepare list of bids.

2.3.5 CITY will award the contract as well as prepare and distribute notices.

2.3.6 No time has been included should a bid protest or challenge be filed or initiated.

2.3.7 Pre-construction meeting: The CITY will prepare an agenda and distribute the notices to the Contractor, CITY, Construction Management Team, Design Consultant and others as determined by the CITY. The CITY will notify the appropriate CITY staff of the meeting and request their presence. The Contractor will identify and notify the appropriate subcontractor(s). HDR(s) Project Manager (PM), Resident Engineer (RE) and Inspector will attend the pre-construction conference. At the conclusion of the meeting, the CITY will prepare a written record of the meeting. The CITY will distribute copies of the minutes to all attendees and affected agencies, staff, etc.

2.4 Deliverables

2.4.1 Construction Management Plan.

2.4.2 Pre-construction photographs and video.

Task 3. Construction Phase Services

3.1 Purpose

Provide construction contract administration and inspection services during construction (after award of the construction contract.)

3.2 Approach

The Design Consultant, David Evans and Associates (DEA), will be contracted with the CITY and will provide construction engineering services on behalf of the CITY. HDR will coordinate the review and flow of design submittals to DEA on behalf of the CITY. HDR has no design responsibility and therefore HDR will not be required to indemnify the CITY as defined in the City of Gig Harbor Professional Services Agreement for any issues regarding the design of the project. HDR will observe the work of the contractor and will let the Contractor and CITY know if we observe that the work is not in accordance with the plans and specifications prepared by the CITY and their design consultant (DEA). HDR will provide these services to standard of care of the industry. If HDR observes any situation that could delay the completion of the project, HDR will promptly notify the CITY of our observations.

3.3 Tasks

HDR will perform the following tasks

3.3.1 Review and provide comments to the CITY on the General Contractor's traffic control and TESC plans and schedule for completing the work.

3.3.2 The RE will have day-to-day contact with the Contractor and the CITY.

3.3.3 The RE and staff will provide the following:

3.3.3.1 Prepare a daily construction report documenting the Contractor's activities performed for each working day the Contractor is on site. The report will identify quantities of materials installed, equipment and staff on site, weather conditions and construction issues.

3.3.3.2 Review and provide comments to the CITY on the Contractor's baseline schedule for compliance with contract documents. After the CITY accepts the Contractor's schedule, on a weekly basis HDR will review the contractor's schedule and identify any impacts we observe to the critical path. HDR will report on our findings to the CITY on a weekly basis.

3.3.3.3 As questions arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, the RE will work with the CITY and Design Team to resolve the issues.

3.3.3.4 Coordinate with adjacent property owners, the general public, and other stakeholders in an effort to keep them informed of the progress of the work and schedule for upcoming activities.

3.3.3.5 Prepare field records and documents to help assure the project is administered in accordance with City of Gig Harbor, State, and/or funding agency requirements.

3.3.3.6 Receive, log and circulate submittals (Contractor shop drawings, catalog cuts, material certifications and other Contractor submittals required by the specifications for compliance with the contract requirements) for review and appropriate action.

3.3.3.7 Maintain payment, change request, change order, submittal, Request for Clarification (RFC), and non-conformance logs on site for review at all times.

- 3.3.3.8 Prepare agendas; conduct weekly progress meetings with the Contractor, CITY and Design Team. Topics to be covered in the meeting include the status of the work, activities scheduled for the upcoming two weeks, status of submittals, RFC(s), and changes to the work. Prepare and distribute meeting minutes within four (4) days of the meeting to all parties at the meeting.
- 3.3.3.9 Provide photographs on a weekly basis during the course of construction. Photographs shall be labeled with date taken and subject matter. Provide preconstruction and post-construction photographs from a minimum of four (4) vantage points that represent project conditions "before and after".
- 3.3.3.10 Meet with property owners and merchants to periodically let them know about the status of the work and schedule of work to come. Keep the CITY informed of any concerns or problems property owners and vendors have about the project.
- 3.3.3.11 Receive, log, review and respond directly to RFC(s) transmitted by the Contractor. For technical issues, transmit RFC(s) to the CITY and/or Design Team for their direction.
- 3.3.3.12 Receive, log and review for completeness submittals received from the Contractor. For technical issues, transmit submittals to the CITY and/or Design Team for their direction.
- 3.3.3.13 Prepare and distribute change requests to the Contractor. Review the Contractor's change estimates and make recommendations to the CITY on acceptance of the changes.
- 3.3.3.14 Track material quantities delivered and installed. Coordinate quantity installation with the Contractor.
- 3.3.3.15 Review the Contractor's monthly payment requests and make recommendations to the CITY on acceptance of the requests. Review documentation accompanying monthly payment request to confirm compliance with the Contract Documents. Notify the Contractor of any deficiencies.
- 3.3.3.16 Coordinate and manage testing subcontractor(s). Coordinate the work of the testing laboratories in the observation and testing of materials used in the construction. Document and evaluate results of tests and identify deficiencies. Review test results and notify the Contractor of any deficiencies. Track remedial work until work is completed in accordance with the Contract Documents.
- 3.3.3.17 Perform wage interviews in accordance with WSDOT Local Agency Guideline (LAG) requirements.
- 3.3.3.18 Review "minor" claims submitted by the Contractor and provide the CITY with an analysis and recommendation for resolution.
- 3.3.3.19 Perform wetland monitoring during construction and provide a certified wetland completion report to the CITY.
- 3.3.3.20 Prepare daily bid item quantity sheets and provide to the CITY on a weekly basis.

3.4 Assumptions

- 3.4.1 DEA will review submittals, RFC(s), and change requests in support of the field activities to provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
- 3.4.2 DEA will provide technical assistance for change orders.
- 3.4.3 DEA will attend the weekly progress meetings with the Contractor and the CITY to respond to design/technical issues.

- 3.4.4 DEA will be responsible for preparing record drawings using information from the Contractor and construction surveyor.
- 3.4.5 DEA will provide supplemental drawings or details, if necessary to clarify design intent.
- 3.4.6 "Minor claims" are those submitted by the Contractor whereby HDR can review the merit and costs as part of its normal day-to-day activities on the project. These claims would be received and reviewed by the RE/Inspector during the construction period (not during the post-construction phase.) If additional resources are required to analyze merit, schedules, and/or detailed cost proposals, the additional service will be compensated through an amendment to this agreement.
- 3.4.7 The Contractor will have a maximum of three (3) crews working at one time. Additional crews may require additional inspectors.
- 3.4.8 Assume no overtime for inspectors.
- 3.4.9 The CITY will not be providing a job site office for the project.
- 3.4.10 The CITY will provide responses and direction to questions and/or issues presented by HDR to the CITY from the Contractor within three (3) business days.
- 3.4.11 The CITY will provide responses and direction on change requests and proposals presented to the CITY provided by HDR from the Contractor within 3 business days.
- 3.4.12 Material submittals reviewed by HDR on behalf of the CITY will be reviewed for conformance with the WSDOT Qualified Products List (QPL).
- 3.4.13 The budget for this agreement is based on a level of service as defined herein:
Based on the construction contract, the work is scheduled to be completed in 14 months.
40 hours for the Project Manager and 160 hours for the RE/Inspector per month.
It is assumed that the field administration will be handled by HDR staff and hours have been added to the budget accordingly.
The CITY will prepare an amendment to this agreement if additional time is needed above and beyond the time identified herein due to circumstances beyond HDR's control.

3.5 Deliverables

- 3.5.1 Daily Reports – Submitted to the CITY on a weekly basis or upon request.
- 3.5.2 Construction Photographs – One (1) set of weekly photos including pre-construction photographs will be maintained at the site and turned over to the CITY upon completion of the work.
- 3.5.3 Weekly meeting minutes.
- 3.5.4 Field change orders with back-up. (As needed)
- 3.5.5 Construction documentation per WSDOT LAG requirements.
- 3.5.6 Requests for information with responses.
- 3.5.7 Submittal responses and supporting material.

Task 4. Not Used

Task 5. Field Testing

5.1 Purpose

Provide field testing of materials to support WSDOT documentation requirements and confirm materials are installed in accordance with the project specifications.

5.2 Approach

5.2.1 Comply with WSDOT Standard Specifications and Chapter 9 of the WSDOT Construction Manual.

5.2.2 HDR will coordinate the testing efforts.

5.3 Assumptions

5.3.1 A Budget of \$42,000 for materials testing is based on the experience on similar projects. If additional funds are required, the CITY will amend HDR's contract for the added costs.

5.3.2 HDR will support all costs for materials testing costs with invoices.

5.3.3 HDR will track materials testing costs and provide the CITY with a summary of those costs on a monthly basis with a forecast to complete.

5.4 Deliverables

5.4.1 Test reports shall be provided in accordance with WSDOT requirements.

5.4.2 Monthly report summarizing test costs.

Task 6. Close-out

6.1 Purpose

Close-out project so that the CITY can document work completed on the project and secure funding.

6.2 Approach

6.2.1 Prior to substantial completion, HDR will provide the Contractor with a punch list of items to be completed or repaired before acceptance of the project. As the Contractor completes each item, they will be removed from the list. On a weekly basis (or more frequently as agreed) HDR will meet with the Contractor to review the status of the list.

6.2.2 After substantial completion of the project, HDR will develop a list of items to be completed before the project is closed out. HDR will review this list with the CITY and Contractor on a weekly basis (or as agreed).

6.2.3 Prepare documentation for the CITY in accordance with Chapter 53 of the Local Agency Guidelines. These include the project completion letter, materials certificates, list of change orders, and Final Acceptance Date.

6.2.4 Turn over all project documents and files to the CITY.

6.3 Assumptions

6.3.1 The budget for this task is based on the assumption that the project closeout will take 1 month after substantial completion.

6.3.2 If additional hours are required, the CITY will adjust the contract accordingly.

6.4 Deliverables

- 6.4.1 Punch list(s)
- 6.4.2 Completion Letter
- 6.4.3 Material Certifications
- 6.4.4 Comparison of Quantities
- 6.4.5 Project Documents

Exhibit B

Client: City of Gig Harbor / Stephen Misurak, PE		Prepared by: GBG						
Project Name: Olympic and 56th Street Construction Management Project		Created: 7/27/2007						
		Revised: NA						
		Reviewed by: MJB						
Description	Hourly Rate Total Hours for Task	TOTAL HOURS/ DOLLARS	Sr Project Manager \$52.47	Project Biologist \$32.50	Project Engr/Insp \$34.62	Project Inspector \$34.62	Field Administration \$18.00	Project Controller \$28.48
Olympic and 56th Street Construction Management Project								
1.2 Project Guide	2851 hours	4	2					2
1.3 Invoicing and Processing		35	15					20
1.4 Project Status Meetings		13	10					3
1.5 Project Closeout		11	8					3
2.00 Pre-Construction								
2.1 Project file set up	35 hours	5	1		4			
2.2 Construction Management Plan		12	4		8			
2.3 Right of Entry Agreements (easements)		8	4		4			
2.4 Pre-Con meeting		5	3		2			
2.5 Pre-con photo documentation		0	3		2			
3.00 Construction Phase Services								
3.1 Construction Management	2630 hours	275	275					
3.2 Construction Inspection		1620			1300	320		
3.3 Construction Administration		655					655	
3.4 Wetland Monitoring / Completion Report		80						80
4.00 Construction Project Closeout								
4.1 Punchlist prep and coordination	120 hours	70	14		56			
4.2 Project Closeout incl delivery of project data and files		50	26		24			
QA/QC Review		0						
Subtotal HDR Labor Hours		2851	366	80	1400	320	655	30
Total Labor Costs, Allocated Overhead Costs and Fees		\$300,031						
Total Direct Expenses		\$14,562						
Total Subconsultant Expenses and/or Other Services		\$40,129						
Total Anticipated Contract Amount		\$354,722						


Krazan & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

EMAILED
7-13-07

July 12, 2007

KA Proposal No. P07-141P
Page 1 of 5

Mr. Gus Garcia
HDR Engineering Inc.
626 Columbia Street NW Suite 2A
Olympia, WA

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES
Olympic Drive & 56th Street
Gig Harbor, WA

Dear Mr. Garcia:

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project at the specified rates as state in the estimated project budget. The following information is an explanation of our role in this project and what Krazan will be responsible for according to the specifications and city requirements. We appreciate the opportunity to work with you on this project, and look forward to working with you on many more projects in the future.

Our proposed scope of services was developed based on the following approach:

- Our role, as we understand it on this project is primarily to provide quality assurance testing of compacted fills, pavements, and concrete on a periodic basis.
- Our technician will perform under the direction of the client's Project Engineer and communicate test results and other quality assurance matters directly with the Project Engineer while on site.
- A written daily field report will be provided to the Project Engineer, on site.
- Test methods and procedures will be performed in accordance with WSDOT standards, or as stipulated in supplemental project specifications.
- Our personnel may, if requested, provide inspection or observation services to support the client's field personnel.
- The amount of time on site would vary from one to several hours per visit, with more than one visit per day, when warranted or directed.
- We propose to utilize an engineering technician who lives in Gig Harbor area in order to minimize travel costs and response time. As this will generally not be a full time assignment for him, he would typically perform his duties on his way to or returning from other assignments.
- For duration of this project, we will not charge a mileage or trip fee from our office to the site.

Underground utility construction and embankment fill:

- We anticipate that the sanitary sewer installation would be completed prior to the storm sewer installation over a period of two weeks; and, that a large portion of the shoulder embankment fills would be constructed concurrent with the underground mainline construction.
- We would visit the site on a daily basis, and when requested to test compaction at several different elevations or depths at a rate of one test per 100 lineal feet for every 2 feet of backfill depth.
- Storm Sewer backfill to be completed over a period of nine weeks. We would visit the site on a daily basis and test compaction of backfill at in the same manner as with the sanitary sewer fill.

With Twelve Offices Serving the Western United States

Poulsbo Office: 20714 State Hwy. 305 NE, Suite 3C • Poulsbo, WA 98370 • (360) 598-2126 • Fax: (360) 598-2127

MSE wall construction and fill:

- We anticipate that the twelve MSE wall segments will be constructed in seven cycles of about one week each, with our technician on site on a mostly full-time basis during each cycle.
- In consideration of the many facets of proper construction of MSE walls and the short time interval between placement of structural fill lifts, our representatives will observe and document block and grid placement as well as fill compaction.

Gravel base course and top course:

- We anticipate that base course and top course materials compaction will be tested on 15 separate occasions, one half of which may in conjunction with other site visits.

Asphalt and ATB compaction testing:

- We anticipate that ATB will be placed over the course of two days; and all asphalt pavements will be placed over the course of three days.
- Our technician will be on site full time during paving to monitor asphalt load tickets and temperatures, to obtain hot mix samples, and to observe asphalt placement and compaction procedures, pavement thicknesses and temperatures.
- Our technician will test compaction of pavements and ATB during placement in a manner which should facilitate obtaining acceptable compaction tests at the end of the day.

Concrete sampling and testing:

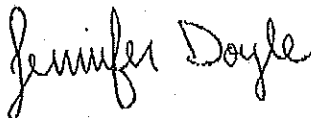
- Our technician will obtain one set of three compressive strength test specimens and perform the specified field tests for each mix placed on each date of concrete placement.
- It is our understanding that observation or inspection of reinforcing steel and concrete placement will be provided by client personnel.

If you have any questions or concerns please feel free to contact Jon Baas or Jeff Bowers at 360-598-2126. Thank you again for the chance to work with you on this project.

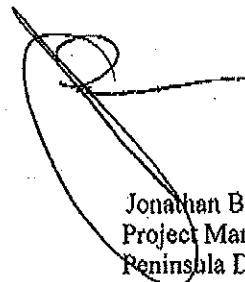
The following items are included as an Attachment:

- Schedule 1- Estimated Project Budget
- Attachment A - Agreement for Professional Services and General Terms and Conditions

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Jennifer Doyle
Business Development Coordinator
Peninsula Division



Jonathan Baas
Project Manager
Peninsula Division

The fee charges for projects under this Agreement are:

Scope: Testing & Inspection Project Services	UNIT	RATES	Hr./Ea.	Estimated Cost
Soils Compaction Testing (Trench/Embankment/Base)	250	\$48.00	hr.	\$12,000.00
- 60 days @ 3-6 hr/day				
Soils Compaction Testing (MSE Walls) - 28 days @ 8 hr/day	224	\$48.00	hr.	\$10,752.00
Asphalt & ATB Compaction Testing - 5 days @ 8 hr/day	40	\$48.00	hr.	\$1,920.00
Concrete Testing & Sampling - 28 days @ 3 hr/day	84	\$48.00	hr.	\$4,032.00
Project Management	12	\$76.00	hr.	\$900.00
Report Preparation/Processing	6	\$45.00	hr.	\$270.00
Nuclear Densometer Rental/Security Fee	98	\$15.00	ea.	\$1,470.00
Mileage/Trip - 126 days - NO CHARGE	12800	NO CHG	ea.	\$0.00
Sample Pick Up	28	\$65.00	ea.	\$1,820.00
Moisture Density Relationship (AASHTO T180)	5	\$180.00	ea.	\$900.00
Moisture Density Relationship (WSDOT TM 608) - if required	0	\$480.00	ea.	\$0.00
Soil Sieve Analysis (AASHTO T27)	5	\$86.00	ea.	\$425.00
Concrete Compressive Strength Samples	90	\$18.00	ea.	\$1,620.00
Concrete Flexural Strength Beam Samples - if required	0	\$85.00	ea.	\$0.00
Asphalt Rice Analysis (AASHTO T209)	12	\$110.00	ea.	\$1,320.00
Asphalt Extraction/Gradation (AASHTO T308/T27)	12	\$225.00	ea.	\$2,700.00
Asphalt Core Specific Gravity (AASHTO T275) - if required	0	\$75.00	ea.	\$0.00
Asphalt Core Drill Operator (AASHTO T275) - if required	0	\$80.00	ea.	\$0.00
CONSULTING SERVICES IF REQUIRED				
Field Geologist/Field Engineer		\$75.00	hr.	\$0.00
Staff Engineer		\$90.00	hr.	\$0.00
Senior Engineer		\$120.00	hr.	\$0.00
Principle Engineer		\$150.00	hr.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$40,128.00

Notes:

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
- Our prices do NOT include "Inspector of Record" responsibilities, project oversight, and or construction management.

Additional services requested in addition to the above will be billed at our current rates. Acceptance of Krazan's proposal orally or in writing constitutes your agreement of Krazan commencing all work under our standard General Terms and Conditions, attached and incorporated in full by this reference. Please review, sign, and forward all related forms to our office within seven (7) business days. All work is subject to credit approval.

**KRAZAN AND ASSOCIATES AGREEMENT FOR PROFESSIONAL
TESTING & INSPECTION SERVICES & GENERAL TERMS AND CONDITIONS**

ATTACHMENT A

This Agreement between **HDR Engineering Inc.**, hereinafter referred to as "CLIENT", and **Krazan & Associates, Inc.**, hereinafter referred to as "Consultant", for Testing and Inspection Services, to be provided by Consultant, is executed in Poulsbo, WA and is effective as of the 12th day of July, 2007. The parties agree as follows:

1. Services

CONSULTANT agrees to perform the professional services ("Services") described in the Consultant's proposal # P07-141P titled Olympic Drive & 56th Street ("Proposal"), incorporated in its entirety by this reference. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. Consultant will perform Services under this Agreement as an independent contractor. CLIENT shall cause all required tests and inspections of the site, materials and work performed by their contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by client or any third party for tests or inspection not performed due to lack of scheduling or inadequate scheduling notice provided to the consultant.

2. Professional Standard of Care.

Consultant is obligated to comply with applicable standards of professional care and shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. The CLIENT recognizes the inherent risks connected with site development and understands when signing this Agreement that construction creates risks that are not entirely eliminated through the services of Consultant. Therefore, in signing this agreement, the CLIENT understands that Consultant is not providing a warranty or assurance as to the performance of the project. This Agreement neither makes nor intends a warranty or guarantee, express or implied, nor does it create a fiduciary responsibility by Consultant to the CLIENT. Statements made in Consultant's reports are opinions based upon professional judgment and are not to be construed as representations of fact. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.

3. Samples

Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed immediately upon completion of testing. Upon request, Consultant will deliver samples to the CLIENT or will store them for an agreed delivery and or storage charge.

4. Cost of Services

For a complete review of the Cost of Services on the above referenced project, please refer to our Proposal and current Fee Schedule, including the basis for charges. Costs of construction Testing and Inspection services is highly dependant on contractors schedule, weather, overlapping of work and many other factors. Since schedule, performance, production and charges are directed and/or controlled by others, any quantity and/or time extensions must be considered a cost estimate. The cost presented in the proposal does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation. Cost estimates associated with proposals for construction testing and inspection services are provided in good faith based on the scope of work and assumptions outlined in the Proposal. The Cost of Services contained herein does not include the review, evaluation, response, or implementation of any additional services by the way of document or verbal request for modification, corrections, clarifications, or additions to any original or supplemental work required by the project plans and specifications. Consultant Project Manager charges are above and beyond unit rates quoted. Miscellaneous charges, such as parking, air fair, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus overhead basis. A four-hour minimum, portal to portal charge per call, applies to all Consultants inspections. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge. Services rendered in excess of 8 hours will be billed at time and a-half the hourly rate. On Holidays, Sundays, or in excess of 8 hours on a Saturday or in excess of 12 hours on any weekday will be charged at double the hourly rate. Late cancellation may be subject to reasonable charges if personnel cannot be appropriately reassigned.

5. Payment

Unless otherwise stated in the Proposal, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Invoices will be mailed to the CLIENT and will be due immediately, but will not be delinquent if paid on or before the 30th day from the date of said invoice. If invoice(s) are not paid, a LATE FEE may be charged on the amount of the invoice(s) at the rate of one and one-half percent (1-1/2%) per month or the maximum percentage allowed by law, whichever is the lesser, on the unpaid balance from the invoice date, including the undisputed portions of invoices with disputed charges, until the same is paid. In the event CLIENT fails to pay Consultant, CLIENT agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice(s) are paid in full. If the account becomes delinquent, the CLIENT shall pay all costs and expenses incurred by Consultant to collect the unpaid balance. CLIENT shall notify Consultant of any disputed amount within fourteen (14) days from date of said invoice, give reasons for the objection, and promptly pay the undisputed amount. Failure to pay the entire amount of an invoice does not constitute notice to Consultant of a disputed amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. All undisputed amounts due to Consultant by CLIENT shall be paid in full prior to Consultant's release of Final Reports or other required forms of certified or verified reports.

6. Safety Regulations

Consultant's work shall not include determining, supervising or implementing the means, methods, techniques or procedures of construction. Consultant shall not be responsible for job site safety or the evaluating & reporting of job conditions concerning health, safety or welfare.

7. Termination of Services

This Agreement may be terminated by either party upon not less than five (5) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and or if CLIENT suspends the work for more than three (3) months. In the event of termination, Consultant will be paid for services performed up to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

8. Limitations

In order for the consultant to offer the rates quoted in the consultant's proposal and in order for Consultant to reduce its residual risk created by providing these service to the CLIENT, CLIENT and Consultant agree, to the fullest extent permitted by law, that Consultant's and its employees', agents' and subcontractors' (referred to collectively in this Article as "Consultant") total aggregate liability to CLIENT and its employees', agents' and contractors' and those parties that CLIENT requires to be listed as additionally insured (referred to collectively in this Article as "CLIENT") is limited to Ten Thousand Dollars (\$10,000) or the total cost of Services, whichever is greater, for any and all of CLIENT's injuries, damages, claims, losses, expenses, or claim expenses including, without limitation, CLIENT's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement or arising out of Consultant's performance of his professional work and or negligent acts. This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of both parties. If the CLIENT is not willing to limit liability as indicated above, an increase in the limit of liability can be accommodated for a surcharge to Consultant's fee. These additional limits are negotiable up to the annual aggregates in accordance with Consultant's insurance coverage. The amount of the increased limit of liability and the surcharge to Consultant's fee shall be negotiated in good faith with the agreement between the parties to be included as an Addendum to this Agreement. The client will notify Consultant in writing if this provision is elected. If CLIENT fails to issue such notification prior to accepting this Agreement, through signature or without signature, by orally or in writing authorizing Consultant to commence Services, CLIENT shall be deemed to have accepted the Limitation of Liability. CLIENT agrees to indemnify Consultant for all liabilities in excess of the monetary limits selected. The parties also agree that the CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the CLIENT or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting there from.

9. Liability Insurance

Consultant carries Worker's Compensation Insurance and public liability insurance for bodily injury and property damage. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. CLIENT agrees not to withhold payment to Consultant for CLIENT's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waives of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

10. Dispute Resolution

The parties agree that if any disputes arise concerning the enforcement or interpretation of this agreement, with the exception of non-payment issues, the parties shall first attempt to resolve their disputes through good faith negotiation. If the parties are unable to resolve the disputes, then they shall consider in good faith the desirability of formal non-binding mediation. Either party may demand non-binding mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and require that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by a mutually agreed upon mediator. If no mediator can be mutually agreed on, then a mediator will be appointed by the American Arbitration Association. No action or suit may commence unless (i) the mediation does not occur within sixty (60) days after service of notice, (ii) the mediation occurred but did not resolve the dispute, (iii) or a statute of limitation would elapse if suit was not filed prior to the sixty (60) days after service of notice. If the matter is later referred to arbitration, the arbitration shall be conducted in Kitsap County. The arbitrator shall be appointed within (60) days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

11. Force Majeure.

Consultant shall not be responsible for damages or delays in performance caused by Force Majeure, acts of God, or other events beyond its control.

12. Claims by CLIENT

In the event the CLIENT makes a claim or brings any action against Consultant for any act arising out the performance of these services, and the CLIENT fails to prove such claim or action, then the CLIENT shall pay all legal and other related costs and expenses incurred by Consultant in defense of such claim or action.

13. Judicial Jurisdiction

Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the county in which the jobsite Services are performed. CLIENT waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.



**Business of the City Council
City of Gig Harbor, WA**

Subject: 56th Street/Olympic Drive Improvement Project Consultant Services Contract Amendment #1 -- Updating the Final Plans, Specifications and Estimate

Proposed Council Action: Authorize Amendment #1 to Consultant Services Contract for David Evans and Associates, Inc. for the final PS&E for 56th Street/Olympic Drive Improvement Project.

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E. City Engineer *SM*
For Agenda of: August 13, 2007
Exhibits: Amendment #1 to Consultant Services Contract

Initial & Date

Concurred by Mayor: *SLH 8/8/07*
Approved by City Administrator: *ROK 8/8*
Approved as to form by City Atty:
Approved by Finance Director: *DR 8/8/07*
Approved by Department Head: *Dave 8/7/07*

Expenditure Required	\$8,944.00	Amount Budgeted	\$4,177,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

This contract provides for the payment for out of scope work items pertaining to the preparation of the final plans, specifications and estimate for the 56th Street/Olympic Drive Improvement Project.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2007 budget cycle and sufficient funds exist within the Street Capital Fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Amendment to Consultant Services Contract for David Evans and Associates, Inc. for the final PS&E completion of the 56th Street/Olympic Drive Improvement Project in the not to exceed amount of eight thousand nine hundred forty-four dollars and no cents (\$8,944.00).

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated February 12, 2007 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 updating the final plans, specifications and estimate for 56th Street/Olympic Drive NW Project between 38th Street NW to 50th Street Court NW 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 February 12, 2007 (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 Services. 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 B** to the Amendment in the amount of Eight Thousand Nine Hundred Forty-four Dollars and No Cents (\$8,944.00). 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.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A** shall be completed by September 30, 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

THE CITY OF GIG HARBOR

By: Michael Clark
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Michael Clark, Office Manager
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 Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: _____

CITY OF GIG HARBOR

EXHIBIT A

AMENDMENT #1

To the

SCOPE OF SERVICES

for

UPDATING THE FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

for the

56TH STREET NW/OLYMPIC DRIVE NW PROJECT

This AMENDMENT is to the Scope of Services dated February 12, 2007 between the City of Gig Harbor (City) and David Evans and Associates, Inc. (DEA) for updating the final plans, specifications, and cost estimate for the 56th Street NW/Olympic Drive NW project. This project involves the widening and improvement of approximately 3,600 lineal feet of 56th Street NW/Olympic Drive NW from 38th Street NW to 50th Street Court NW.

The work outlined within this scope of services includes out-of scope and contingency work requested by the City during the duration of the project.

TASK 1 – CITY REQUESTED AND CONTINGENCY WORK

This work included:

- Crosswalk Removal – The City requested that the stamped concrete crosswalk be removed from the north leg of the Olympic Drive and 50th Street Court intersection. Revisions were required to the site preparation plans, plan and profile, channelization plan, summary of quantities and cost estimate;
- Sidewalk Addition – The City requested that a concrete sidewalk and curb and gutter be included along the south leg of 38th Street and 56th Street intersection. The sidewalk replaced an asphalt wedge curb and gravel shoulder. Revisions were required to the plan and profile, summary of quantities and cost estimate;
- Decorative Street Light Cost Comparison – At the request of the City DEA researched and prepared a cost comparison between the Lumec light assembly and a Whatley light assembly.

TASK 2 – OLYMPIC DR. AND 50TH ST. CT. SIGNAL PLANS COORDINATION

This work initially included coordination with the signal system design at 50th and Olympic based on the improvements required to be installed by North Pacific Design as a condition of their private development. This work involved revising the City plans to reflect the improvements shown on the NPD signal design plans. However, additional revisions were required to the City signal plans due to the WSDOT and City plans review process of the NPD signal plans. DEA has updated the entire City signalized intersection plans based on the review agency comments exceeding the intended scope of work for the project.

**CITY OF GIG HARBOR
56TH STREET NW/OLYPMIC DRIVE NW
UPDATE FINAL PLANS, SPECIFICATIONS, AND ESTIMATE**

**EXHIBIT B
AMENDMENT #1
CONTINGENCY AND EXTRA WORK HOURS**

	Project Engineer	CADD Technician	Admin Assist	Task Costs	Task Total
DAVID EVANS AND ASSOCIATES, INC					
3700 PACIFIC AVENUE EAST, SUITE 311					
TACOMA, WA. 98424					
TASK 1--CITY REQUESTED AND CONTINGENCY WORK					
Crosswalk Removal					
Revise plan and profile sheet	0.5	3	0	\$ 329.00	
Revise site preparation plan	0.5	3	0	\$ 329.00	
Update summary of quantities and cost estimate	1	2	2	\$ 418.00	
Total	2	8	2	\$ 1,076.00	\$ 1,076.00
Sidewalk Addition					
Revise plan and profile sheet	1	4		\$ 478.00	
Revise site preparation plan	1	4		\$ 478.00	
Update summary of quantities and cost estimate	1	2	2	\$ 418.00	
Total	3	10	2	\$ 1,374.00	\$ 1,374.00
Decorative Street Light Comparison					
Coordinate and provide street light estimate	4	0	2	\$ 592.00	
Total	4	0	2	\$ 592.00	\$ 592.00
TASK 2--OLYMPIC DRIVE AND 50TH ST. CT. SIGNAL PLANS COORDINATION					
Signal Plans Coordination and Design Revisions					
Update signal plans	14	32	0	\$ 4,532.00	
Update project's special provisions	4		6	\$ 832.00	
Update construction cost estimate	1	2	4	\$ 538.00	
Total	19	34	10	\$ 5,902.00	\$ 5,902.00
Total Hours	28	52	16		
Rate	\$ 118.00	\$ 90.00	\$ 60.00		
Labor	3,304.00	4,680.00	960.00	\$ 8,944.00	\$ 8,944.00
TOTAL AMENDMENT #1					\$ 8,944.00



**Business of the City Council
City of Gig Harbor, WA**

Subject: 56th Street/Olympic Drive Improvement Project Construction Surveying and Technical Support - Contract Authorization

Proposed Council Action: Authorize a contract with David Evans and Associates, Inc. for the Construction Surveying and Technical Support for the 56th Street/Olympic Drive Improvement Project.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.,
City Engineer

For Agenda of: August 13, 2007

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CH 8/8/07
RMK 8/8
AP 8/8/07
Dave 8/7/07

Expenditure Required	\$144,710.00	Amount Budgeted	\$5,200,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

This contract with David Evans and Associates, Inc. provides for the construction surveying and technical support for this project. Bid award will be at this Council Meeting and construction should begin at the end of August.

FISCAL CONSIDERATION

Funding for these services is from the Transportation Improvement Board (TIB) grant component for this improvement project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize a contract with David Evans and Associates, Inc. in the amount of One Hundred Forty Four Thousand Seven Hundred Ten Dollars (\$144,710.00) for the construction surveying and technical support for the 56th Street/Olympic Drive Improvement Project.

**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 construction surveying and technical support for 56th Street/Olympic Drive NW Project between 38th Street NW to 50th Street Court NW 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 July 30, 2007, 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:

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 One Hundred Forty Thousand Two Hundred Fifty Dollars and no cents (\$140,250.00) 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**. 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, 2008, 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 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 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	CITY OF GIG HARBOR
Michael Clark, Project Manager	Stephen Misiurak, P.E., City Engineer
David Evans & Associates, Inc.	City of Gig Harbor
3700 Pacific Highway East, Ste. 311	3510 Grandview Street
Tacoma, WA 98424	Gig Harbor, Washington 98335
(253) 922-9780	(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 _____ 2007.

CONSULTANT
By: Michael Clark
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
Michael Clark, Office Manager
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
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 _____ 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 Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: _____

CITY OF GIG HARBOR

EXHIBIT A SCOPE OF SERVICES for

CONSTRUCTION SURVEY AND TECHNICAL SUPPORT SERVICES for the 56TH STREET NW/OLYMPIC DRIVE NW PROJECT from 38TH STREET NW to 50TH STREET COURT NW

INTRODUCTION

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) to provide construction survey and technical support services for the 56th Street NW/Olympic Drive NW project. This project involves the widening and improvement of approximately 3,600 lineal feet of 56th Street NW/Olympic Drive NW from 38th Street NW to 50th Street Court NW. DEA originally prepared the plans for this project in May 2002 and will also provide construction bid documents.

The construction phase of this project will require professional engineering support, and construction survey support. General work tasks include pre-bid construction support, construction surveying, and technical support. It is anticipated that the City will advertise the project for public bidding in mid 2007 and award the project shortly thereafter. The City's contractor would build the project in 2007. It is anticipated that the construction work will be done in 150 working days.

Generally the project will involve the widening of 56th Street NW/Olympic Drive NW to a five-lane roadway with bike lanes, curb, gutter, and sidewalk on each side of the road. Traffic signal system work will be done at three intersections. Sanitary sewer system work will be done as part of the project. A contained storm drainage system will be installed including water quality and quantity facilities for the entire project. Property restoration work, landscaping, irrigation system work, traffic signing and striping, and illumination system work will be included in the project. Wetland mitigation and restoration is included in the project.

TASK 1 PROJECT MANAGEMENT

DEA will:

- Attend one startup meeting with the City and city staff to review the project, establish lines of communication within the City, and establish an organizational structure for construction services;
- Provide project management through out the duration of the project including attending up tot 5 site meetings;
- Prepare and submit monthly invoices to the City. The invoices will include a summary of the hours of worked during the billing period. It will include the individuals who worked on the project and the hours they spent on the project. The invoices will show labor and expenses correlated to the task numbers included herein; and
- Provide QA/QC review throughout the construction phase of the project.

Task Deliverables:

DEA will attend one meeting with the City and construction manager, prepare and submit invoices, provide professional engineering assistance, and perform QA/QC for the project.

TASK 2 TECHNICAL SUPPORT SERVICES

DEA will provide the City with technical support services as requested through the duration of the project. Technical support will be provided for design clarifications, and review City or construction manager submitted requests for information (RFI's). This phase of work commences upon award of the construction contract to the selected contractor.

DEA will review up to four project change orders that may be submitted by the contractor. This does not include design work by DEA that maybe needed to accommodate a contractor requested change order. All change orders will be reviewed and approved by the City prior to payment. DEA will facilitate the review of field directives, requests for clarifications, work or material substitutions, and other documentation affecting project design integrity, scope, cost, or completion date.

DEA will:

- Attend one pre-construction conference;
- Initiate, review, and/or process appropriate construction administration documents; and
- Respond to contractor's requests for information (RFI's).

Task deliverables:

DEA will provide technical support for this project. Technical support will be provided by DEA for this project to review RFI's, review change orders and similar construction related documents. DEA will develop contract change order drawings as requested by the City and attend a pre-construction conference.

TASK 3 CONSTRUCTION SURVEYING

DEA will provide construction staking for the project. The survey work is broken down into the work tasks described below.

DEA will:

- Meet with the City and Contractor one time to establish lines of communication and understand his/her work schedule and proposed method of operation;
- Set and maintain horizontal and vertical control points throughout the project area as needed to perform DEA's work. DEA will establish up to four benchmarks throughout the project in locations specified by the contractor;
- Mark pavement removal and grinding areas with painted lines on the pavement;
- Stake clearing and grubbing limits with hub and lath at approximate 100-foot intervals (inter-visible), or closer as needed at angle points for the perimeter filter fence;
- Stake sub-grade "yellow tops" (or offset grade stakes) at 50-foot stations including high and low points, and beginning and ends of curves. Cuts or fills will be marked to sub-grade elevation at centerline road and cut sheets will be provided;

- Stake gravel base “blue tops” at 50-foot stations including high and low points, and beginning and ends of curves. Cuts or fills will be marked to gravel base elevation at centerline road and cut sheets will be provided;
- Stake HMA “red tops” at 50-foot stations including high and low points, and beginning and ends of curves. Cuts or fills will be marked to finish grade elevation at centerline road and cut sheets will be provided;
- Stake the storm drainage system with hubs and guard stakes set at each catch basin, manhole, cleanout, vault and tank corner, and culvert with two reference hubs set at 10-foot and 15-foot offset positions. Stakes will be marked and cut sheets provided to identify the cut to the invert elevation of the pipe, cut or fill to finish rim elevation and slope of pipe;
- Stake the sanitary sewer system with hubs and guard stakes set at the manholes, cleanouts, and stubs with two additional reference hubs set at 10-foot and 15-foot offset positions. Stakes will be marked and cut sheets will be provided to identify the cut to the invert elevation of the pipe, cut or fill to finish rim elevation, and slope of pipe;
- Stake the wetland mitigation site features to include slope stakes for the wetland area, and the silt fence;
- Stake finished grade curb and gutter, median curb, driveway entrances and sidewalk ramps with hubs set at 3-foot offset to top back of curb at 50-foot intervals, including horizontal and vertical angle points, and radius points. Cut sheets will be provided to identify the cut or fill to finished grade at the top back of curb;
- Stake finished grade road centerline at 50-foot stations including high and low points, and beginning and ends of curves. Cuts or fills will be marked to finished grade elevation at centerline road and cut sheets will be provided;
- Stake gravity block retaining walls and structural earth walls with hubs and grade stakes set at 50-foot intervals, and at horizontal and vertical angle points. Stake wall drains if requested. A reference hub will be set at a 10-foot, or a more appropriate offset position as specified by the contractor. Cut or fill to finished grade will be marked and cut sheets provided to identify the finish grade elevation at the bottom and top of the wall;
- Stake the street lighting with hubs and grade stakes set at each pole and two additional reference hubs set at 10-foot and 15-foot offset positions. Cut sheets will be provided to identify cuts or fills to finished grade at the base of the pole;
- Stake new signal poles and controller cabinets with hubs and guard stakes set at each pole and center of cabinet. Two additional reference hubs will be set at 10-foot and 15-foot offset positions, and cut sheets will be provided to identify cuts or fills to finished grade at the base of the pole or cabinet. Locate center of traffic loops with paint dot;
- Stake roadway signage;
- Stake road centerline monuments with a nail set in the asphalt at the monument location and four additional reference marks set at a 2-foot offset position. After the actual monument has been set in place by others, DEA will mark the actual point on the monument;
- Stake easement and right-of-way lines as requested. A survey time of 2 days was used for estimating purposes. Additional staking of easements or right-of-way beyond this time will be considered extra work;
- Department of Natural Resources monument destruction and relocation documents will be drafted and filed with the agency; and
- Provide survey information for the project's "Record Drawings" plans to include storm drainage and sanitary sewer systems;

Task deliverable:

DEA will provide construction stakes and cut sheets for the project as noted above. DEA will provide as-constructed measurements and marked up plan sheets for the storm drainage and sanitary sewer systems.

Conditions of construction staking work:

- Additional work, not included in this construction surveying task, which is requested and performed will be done so on a time and expense basis and will be considered extra work;
- All construction staking will be done on a one-time basis only. Re-staking work will be done on a time and expense basis and will be considered extra work;
- It is understood that no survey work will be done for private utility companies;
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done;
- All requests for construction survey work will be presented to DEA through the City not less than three (3) business days before completed staking of the requested item is required; and
- 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 the provided stakes or hubs.

TASK 4 RECORD DRAWINGS

- DEA will prepare record drawings for the project by incorporating the record drawing survey information for the sanitary sewer and storm drainage systems as well as changes to the original construction drawings made during construction period.

DEA will:

- Prepare record drawings by incorporating the record drawing survey information for the sanitary sewer and storm drainage systems as well as changes to the original construction drawings made during construction.

Task deliverable:

DEA will provide record drawings in electronic and 22x34 mylar format.

EXCLUSIONS, CONDITIONS, AND ASSUMPTIONS

The hours of work and effort by the DEA are limited to 110 staff hours for technical support. If the project requires effort that exceeds 110 staff hours the technical support services of DEA will be expanded to accommodate the changed duration of effort. The City and DEA will negotiate the additional required level of effort by the DEA. The hourly rates charged to the City will be the same as noted in Exhibit B with the condition that all work is completed in 2007.

The City will not be responsible for DEA staff hours required to correct any design changes that are a result of design error or omissions by DEA during the design process. However a change in site conditions different than those found during the design process and resulting in a design change does not constitute a design error or omission by DEA.

DEA has prepared this scope of services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive contractor and construction manager are selected by the City for the project. DEA assumes that the City, the City's construction manager, DEA, and the contractor will work under normal project conditions and environment and DEA agrees to work professionally to enhance this condition. DEA does not anticipate a hostile contractor work environment, excessive inquiries by the contractor, excessive claims or

complaints by the contractor, or the need to provide direction to the contractor or construction manager to perform work tasks that are the contractor's or construction manager's responsibility.

DEA shall not be responsible for materials inspections construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection the contractor's work, except as otherwise provided in this scope of services. DEA shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. DEA understands that the City will provide construction management through a separate representative. DEA will not perform work or be responsible for work that is typically related to construction management.

The following work tasks are not included in this scope of services:

- Materials inspections;
- Geotechnical work;
- Wetlands monitoring or environmental compliance work;
- Traffic control;
- Negotiations with impacted utilities;
- Attendance at public meetings or hearing;
- Negotiations with adjacent property owners;
- Surveying of property lines or right-of-way lines setting or re-setting of property corners, or performing survey work that would require the filing of a Record of Survey; and
- Claims support or work involving a claim or claims by the contractor.

SERVICES OR INFORMATION PROVIDED BY THE CITY

- Permission to access onto adjoining private properties will be obtained by the City.
- The City will sell and distribute final contract documents for the project and maintain a distribution list to include the purchasers name, address, telephone number, fax number, and e-mail address.
- The City will send out addendums and all other applicable correspondence to potential bidders and maintain a record of all distributions to potential bidders.

PROJECT COMPLETION

DEA is available to begin work immediately upon authorization of the scope of services and will continue until the project is completed by the contractor. It is anticipated that the project will be completed by the end of 2007.

REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services;
- Postage and mailing;
- And Mileage.

CITY OF GIG HARBOR
56TH STREET NWOLYMPIC DRIVE NW
CONSTRUCTION SURVEYING AND TECHNICAL SUPPORT

EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

A	B		C		D	E	F	G	H	I	J	K	L	M	N	O
	WBS CODE NUMBER	QA/QC Prio. Engr	Project Manager	Project Engineer	CADD Tech	Survey Manager	Proj. Surveyor	2-Person Crew	Exec Admin	Admin Asst	Wellands Biologist	Task Costs	Task Sums Expenses			
1	DAVID EVANS AND ASSOCIATES, INC															
2	3700 PACIFIC AVENUE EAST, SUITE 311															
3	TACOMA, WA 98424															
4	Estimate based on 150 working days or 30 weeks															
5																
6																
7																
8	TASK 1—PROJECT MANAGEMENT															
9	Project Management															
10	Organize and Attend One Startup Meeting with City		20													
11	Prepare and Submit Invoices		4													
12	Provide QA/QC for Project		6													
13	Total		38													
14																
15	TASK 2—TECHNICAL SUPPORT SERVICES															
16	Attend a Pre-Construction Conference		8													
17	Review up to Four Change Orders		2													
18	Review and Provide Support for Construction Admin. Documents		8													
19	Respond to Requests for Information (RFIs)		8													
20	Total		26													
21	TASK 3—CONSTRUCTION STAKING															
22	Meet with the City and Contractor															
23	Horizontal and Vertical Control, Offsets, and Temporary BM's															
24	Mark Pavement Removal															
25	Stake Clearing and Grubbing Limits															
26	Stake Sub-Grade "yellow tops" at 50-foot Stations on Centerline															
27	Stake Sub-Grade "blue tops" at 50-foot Stations															
28	Stake gravel base "red tops" at 50-foot Stations															
29	Stake HMA "red tops" at 50-foot Stations															
30	Stake Storm Drainage System															
31	Stake Sanitary Sewer System															
32	Stake Wetland Mitigation Site															
33	Stake Finished Grade Curb and Gutter, Median Curb															
34	Stake Finished Grade Road Centerline															
35	Stake Retaining Walls and Structural Earth Walls															
36	Stake Street Lights															
37	Stake Signal Poles, Controller Cabinets, Traffic Loops															
38	Stake Road Centerline Monuments															
39	Stake Roadway Signage															
40	Stake Final Striping															
41	Stake Easements and RAW Locations															
42	Prepare DNR Monument Documentation															
43	Provide Survey Information for "Record Drawing" Storm & Sewer Plants															
44	Total		0													
45																
46	TASK 4—"AS CONSTRUCTED" DRAWINGS															
47	Prepare "As-Constructed" Drawings in Electronic Format		4													
48	Total		4													
49																
72	Total Hours		68													
74	Rate		\$ 195.00													
75	Labor		\$ 10,980.00													
76																
77																
78																
79																
80	CONTINGENCIES/EXTRA WORK															
81																
82	EXPENSES															
83	Reproduction, Postage, Express Delivery															
84	Mileage at \$.365 per mile															
85																
86	TOTAL PROJECT COST															
87																



**Business of the City Council
City of Gig Harbor, WA**

Subject: Donkey Creek Property Line and Easement Survey – Contract Authorization

Proposed Council Action: Authorize a contract with AHBL, Inc., for survey work to stake out approximately 450 linear feet of property line and proposed easement line related to the Donkey Creek Restoration Project.

Dept. Origin: Engineering Division
Prepared by: Steve Misiurak, P.E. *[Signature]*
 City Engineer
For Agenda of: August 13, 2007
Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: _____
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required	\$1,000	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City of Gig Harbor is acquiring an easement with the Gig Harbor Peninsula Historical Society (GHPHS) to day-light Donkey Creek east of North Harborview Drive within the Harbor History Museum Project site. As part of this easement, the City's consultant, HDR, Inc. needs the boundary location of the GHPHS Museum Project north property line. From there, the Donkey Creek Restoration Project easement boundaries within the Museum Project site can be located and staked. Since AHBL, Inc. prepared a recent survey of the GHPHS Museum site, and therefore is familiar with the parcel, the City has requested a scope and fee from AHBL, Inc. for staking out the north property line and proposed easement line.

FISCAL CONSIDERATION

While this expenditure was not anticipated within the 2007 budget, sufficient funds exist within the Parks Funds to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize a contract with AHBL, Inc. in the amount of One Thousand Dollars (\$1,000.00) for survey work to stake out approximately 450 linear feet of property line and easement related to the Donkey Creek Restoration Project.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, Washington 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the property line and easement staking for the Donkey Creek Restoration Project 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 Authorization for Survey Services, dated August 7, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A**, 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 One Thousand Dollars and Zero Cents (\$1,000.00) 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 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 28, 2007; 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 Authorization for Survey 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 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

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 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
Bruce Duncan
AHBL, Inc.
2215 North 30th Street, Suite 300
Tacoma, Washington 98403
(253) 383-2422

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 _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Bruce Duncan
AHBL, Inc.
2215 North 30th Street, Suite 300
Tacoma, Washington 98403
(253) 383-2422

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)

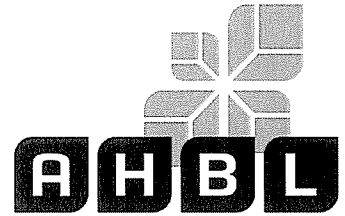
I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be 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: _____



Authorization for Survey Services

To: Jeff Langhelm
City of Gig Harbor
3510 Grandview ST
Gig Harbor WA 98335

Date: August 7, 2007
Project No.: 207437.50 **Task:** 00
Project Name: GHPHS Donkey Creek Conservancy
Regarding: Proposal for Property Line and
Easement Staking

Phone No.: 253-858-6231
Fax No.: 253-858-6408
Email: langhelmj@cityofgigharbor.net

SENT VIA:

Mail Email Fax Hand Delivered

DESCRIPTION OF WORK:

The following services have been requested:

1. Research and locate control monuments needed to establish property lines and easements within the Gig Harbor Peninsula Historical Society property at Harborview Drive and North Harborview Drive.
2. Stake north property line and proposed Conservation Easement line as shown on Autocad drawing provided by HDR, Inc., by setting lath at all angle points.

TIME AND EXPENSEEstimated Cost: _____
 FIXED FEEFee Amount: \$1000.

CLIENT AUTHORIZATION:

The undersigned authorizes the above requested services and agrees to pay for these services within 30 days of receiving the invoice. Further, Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In consideration of Consultant's agreement to perform the services set forth above, Client and Consultant agree to limit the liability of Consultant to Client, and to all other persons or entities, arising from professional acts, errors, or omissions of Consultant, and for liability arising out of or relating to this contract, such that the total aggregate liability of Consultant, including attorneys fees awarded pursuant to this Agreement, that all those named shall not exceed \$50,000 or the total fee of Consultant for the services rendered under this agreement, whichever is greater.

CLIENT PURCHASE ORDER NO: _____

CLIENT NAME: _____ **DATE:** _____

CLIENT SIGNATURE: _____

AHBL PROJECT MANAGER: _____ **DATE:** _____

AHBL PROJECT MGR. SIGNATURE: _____

c: Accounting

TACOMA
2215 North 30th Street
Suite 300
Tacoma, WA 98403-3351
253.383.2422 TEL
253.383.2572 FAX



**Business of the City Council
City of Gig Harbor, WA**

**Subject: Plan Review Consultant Services
For Hunt Highlands Project – Eagle Eye
Consulting Engineers**

**Proposed Council Action:
Approve the Plan Review Consultant
Services contract with Eagle Eye
Consulting Engineers for plan review
Services for the Hunt Highlands project.**

Dept. Origin: Community Development

Prepared by: Dick Bower *DB*
Building Official/Fire Marshal

For Agenda of: August 13, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: *CLH 8/7/07*
Approved by City Administrator: *PKK 8/7/07*
Approved as to form by City Atty: *CAM 8/7/07*
Approved by Finance Director: *PR 8/7/07*
Approved by Department Head: *PKK*

Expenditure Required	\$19,428.60	Amount Budgeted	<i>0- see below</i>	Appropriation Required	0
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INFORMATION / BACKGROUND

The high volume of building permit applications currently being experienced has increased the turn-around time on plan reviews beyond the Building division's target of 28 days. To assure timely permitting, the Building division proposes contracting with Eagle Eye Consulting Engineers for review of the plans for the Hunt Highlands project. Eagle Eye is currently on our on-call consultant list. Due to the high value of the Hunt Highlands project, the fees paid to the consultant exceed those in the on-call contract. The contract amount is in accordance with the schedules contained in the on-call contract.

FISCAL CONSIDERATION

Plan review consultant services will be paid for through plan review fees charged as part of the permitting process. The total amount of building plan review fees collected for the project is \$32,381.00. The \$19,428.60 contract fee for this review will reduce the fee income accordingly.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve the consultant services contract with Eagle Eye Consulting for Building plan review services on the Hunt Highlands project.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
EAGLE EYE CONSULTING ENGINEERS
FOR PLAN BP-07-0220 HUNT HIGHLANDS PROJECT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Eagle Eye Consulting Engineers, a corporation organized under the laws of the State of Washington, located and doing business at PO Box 523 Olalla, WA 98359-4019 (hereinafter the "Consultant")

RECITALS

WHEREAS, the City is presently engaged in the review of plans and building permit applications in advance of permit issuance by the Community Development Department and desires that the Consultant perform plan review services as described herein; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, 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 Process, 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 a percentage of the plan review fees as determined under the City's current fee resolution as described in Exhibit "B", which shall not exceed Nineteen-Thousand, Four Hundred and Twenty Eight Dollars and Sixty Cents (\$19,428.60). 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 parties agree that there is no minimum

amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all 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 notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The following procedure shall be used for determining Consultant fees in relation to this Agreement. First, the City will receive the permit application and submittal documents. The permit and plan review fees will be determined by the City at that time. Second, the City will contact the Consultant to determine its availability for review services under this Agreement. The City will provide the Consultant with its fee calculations showing permit and plan review fees charged by the City and the Consultant's plan review fees as determined in Exhibit "C". If the Consultant agrees to the fees and is available to perform the work, one set of the plans and supporting submittal documents will be transferred to the Consultant for review. Finally, the consultant will invoice the City for services rendered upon completion of the review as outlined in Exhibit "C" and the plans will be returned to the City in the manner described under Exhibit "A".

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. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit "A" once the Consultant has notified the City that it is available to perform the work (as provided in Section II(C) herein, and the City has transmitted a copy of the plans/application to the Consultant. This Agreement shall expire on or before June 11, 2008, regardless of whether the Consultant has expended all of the funds allocated herein for the work described in Section A.

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, as long as the services were performed timely under the schedule in Exhibit A. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data in 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 plan review fees (as determined as set forth in Exhibit B) that the parties agreed would be paid to the Consultant, 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 sub-consultants, 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 attorney's 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 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.

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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 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 performance of the work described herein, 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 Community Development Director and the City shall determine the term or provisions true intent or meaning. The Community Development 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 Community Development 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 this 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:

Hoyt Jeter, PE
Eagle Eye Consulting Engineers P.S.
PO Box 523
Olalla, WA 98359
(360) 874-0562

CITY:

Dick J. Bower, CBO
Bldg. Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 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. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement, for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing plans for projects of existing or former clients. The Consultant shall notify the Building Official/Fire Marshal if the Consultant receives plans to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration


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 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.

XXI. Severability.

If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 200__.

CONSULTANT

By: 
Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

Dick J. Bower, CBO
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 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 Hoyt Jeter 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 Eagle Eye Consulting Eng Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-6-2007

Patricia M. McCallan

Patricia M. McCallan
(print or type name)

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

My Commission expires: 1-22-2009



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 WORK AND PROCESS

1. Plan Review

A. The Consultant will review plans submitted with building permit application number BD-07-0220, Hunt Highlands for structural and non-structural code compliance in accordance with the currently adopted construction codes, Washington State Building Code (current WAC), Washington State Energy Code, Washington State Ventilation and Indoor Air Quality Code, and the Gig Harbor Municipal Code, except that the Consultant will confer with the Building Official/Fire Marshal or his/her agent on any portion of the review that specifically requires an approval of the building or fire code official under the applicable code(s) for alternate work or methods, or that involves an unusual interpretation.

B. The Consultant will not design for the applicant, make any changes on the plans that involves primary structural elements or connections, or make any change that directly contradicts other information on the plans. Any change marked on the plans must be made by or under the direction of the applicant and be clearly identified as such on the plans. All necessary notes and details must be on or directly attached to the approved permit set of plans.

C. If corrections or additions are required, the Consultant will write and send a review letter to the applicant and will send a copy to the City's building official/fire marshal. The review letter will describe each required correction or addition, and reference the applicable code section. It will also direct the applicant to submit the revised or added information to the Consultant and the City of Gig Harbor Building and Fire Safety Department. The Consultant will provide a facsimile or electronic transmittal of the review letter to the applicant or their agent when requested by the applicant. All communication will be directed to the contact person named on the application.

D. After final review by the consultant the Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The plan reviewer's signature and approval date will be affixed to such statement on the plan set.

E. After receipt of the plan set from the Consultant, the City will continue processing of the application and notify the applicant of the final decision.

2. Process

A. The City will determine and collect plan review fees to be paid by the applicant per the City's fee resolution.

B. The Building Official/Fire Marshal will determine which plans are to be reviewed by the Consultant.

C. The City will intake, track, and process the permit applications and all revisions per current City of Gig Harbor administrative procedures.

D. The City will be responsible for the transportation of applications, plans, and revisions to the contractor.

E. The Consultant will be responsible for transportation of approved applications, plans, and revisions after the Consultant's final review to the City.

F. The Consultant will complete the review and will either provide final recommendation for approval of the application and notify the City of approval via return of all materials, or will send the applicant and the City a review letter within the timelines listed below. Each timeline will begin from the day the Consultant receives the plans. Unsolicited submittal of significant plan revisions by the applicant will be reviewed according to the initial review timeline. Unsolicited submittal of minor plan revisions by the applicant will be reviewed according to the revision timeline (item 1b or 2b below).

1. Single Family (Residential) and Other Less Complex Projects

a. Eight (8) working days for initial review of projects sent to the Consultant at a rate of five (5) or fewer projects per week. Additional projects beyond five per week will be reviewed initially within fourteen (14) calendar days.

b. Five (5) working days for review of revised plans or additional information.

2. All Other Projects (including all new separate commercial buildings)

a. Twenty-one (21) calendar days for the initial review.

b. Fourteen (14) calendar days for review of revision submittals unless otherwise agreed to by the City in advance.

G. Within two (2) days of receipt of the plans, the Consultant will indicate if they are not able to meet the timeline for the review. The Consultant will return plans to the City if the timing on review could not be negotiated. The review time may be negotiated when the quantity and/or complexity of projects to be reviewed for the City constrains the Consultant's ability to meet the timelines. If, at any time after the plans have been sent to the Consultant, if the Consultant finds that it cannot perform a timely review or that the review hasn't been done in a timely manner, the City may demand that the plans be immediately returned to the City so that the City can perform the review to completion. If the City demands that the plans be returned to the City on timeliness grounds, the Consultant shall not be entitled to any fee.

Exhibit "B"

Calculation and Payment of Fees

1. Valuation to Determine Review Fees

- A. The valuation used in determining the permit and plan review fees for conventional projects will be the applicants submitted valuation or the valuation determined using the Square Foot Construction Costs table established under the current City of Gig Harbor fee resolution whichever is higher.
- B. Experience and judgment shall be applied to determine valuation for commercial tenant improvements and unconventional projects such as foundation repairs, retaining walls, etc. where a clearly defined added floor area is not identifiable. The Contractor and the City shall agree on valuation prior to beginning plan review for such projects, based on the applicant's valuation, a detailed bid, or other approved estimating methods.
- C. Each separate structure shall be valued individually.
- D. The Consultant's fees shall be based on the following provisions:
 - 1. Building Permit Fee: As set forth in the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
 - 2. Plan Review Fee: 65% of the building permit fee as determined by the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
- E. The Consultant's fees shall be as described in Section 2 below with a minimum fee as indicated for each new building except that no minimum shall apply to repetitive buildings (identical to a previous building).

2. Consultant's Plan Review Fees

Consultant's fees shall be in accordance with the following tables:

A. Partial Review – Review of only Structural, Non-structural, WA State Energy Code, or Ventilation and Indoor Air Quality Code compliance:

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	55%	\$85.00
To \$2,000,000.00	45%	\$85.00
To \$5,000,000.00	38%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 33% of the plan review fee and shall not exceed 38%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

B. Complete Review – Review for Structural, Non-structural, WSEC and VIAQ compliance.

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	80%	\$85.00
To \$2,000,000.00	70%	\$85.00
To \$5,000,000.00	60%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 55% of the plan review fee and shall not exceed 60%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

D. Repetitive Buildings (must be identical) – After first building: 15% of the plan review fee with no minimum amount

3. Additional Plan Review

A. The fees described above include the initial plan review plus 2 re-checks. When substantial revisions occur, additional fees may be charged when the City deems appropriate.

B. A standard hourly rate of \$85.00 per hour will be charged when additional plan review service is required. The additional time will be documented with appropriate explanation for the City's use and permit record file. Additional plan review fees must be authorized by the City in advance.

4. Fee Limitations.

A. The total amount paid to the Consultant under this agreement shall not exceed the amount indicated in Part II, item "A" of the Consultant Services Contract. This limitation shall not obligate the Consultant to perform services without compensation. The City will monitor the balance of funds remaining within the contractual fee limitation.



**Business of the City Council
City of Gig Harbor, WA**

On-call

**Subject: Plan Review Consultant Services
- Bureau Veritas**

**Proposed Council Action:
Approve a contract with Bureau Veritas
for on-call plan review services.**

Dept. Origin: Community Development

Prepared by: Dick Bower *DB*
Building Official/Fire Marshal

For Agenda of: August 13, 2007

Exhibits: 1 Contract

Initial & Date

Concurred by Mayor: *CLH 8/7/07*
Approved by City Administrator: *RBK 8/2/07*
Approved as to form by City Atty: *CAM 8/7/07*
Approved by Finance Director: *DP 8/7/07*
Approved by Department Head: *Davis 8/2/07*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

The high volume of building permit applications currently being experienced has increased the turn-around time on plan reviews beyond the departments target of 28 days. To assist in assuring timely permitting the department intends to establish on-call plan review service contracts with consultants who responded to our Request for Qualifications. On-call plan review services will be used at the building official/fire marshal's discretion to assure timely permitting of projects. This is the final contract from the responsive contractors.

FISCAL CONSIDERATION

Plan review consultant services will be paid for through plan review fees charged as part of the permitting process. Consultant fees will reduce the plan review fee revenues when consultant services are utilized.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the contract with Bureau Veritas for on-call plan review services.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
BUREAU VERITAS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Bureau Veritas, a corporation organized under the laws of the State of Washington, located and doing business at 720 Third Ave. Ste 1200, Seattle, WA 98104-1820 (hereinafter the "Consultant")

RECITALS

WHEREAS, the City is presently engaged in the review of plans and building permit applications in advance of permit issuance by the Community Development Department and desires that the Consultant perform plan review services as described herein; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, 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 Process, 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 a percentage of the plan review fees as determined under the City's current fee resolution as described in Exhibit "B", which shall not exceed Six Thousand Dollars (\$6,000.00). 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 parties agree that there is no minimum amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all 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 notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The following procedure shall be used for determining Consultant fees in relation to this Agreement. First, the City will receive the permit application and submittal documents. The permit and plan review fees will be determined by the City at that time. Second, the City will contact the Consultant to determine its availability for review services under this Agreement. The City will provide the Consultant with its fee calculations showing permit and plan review fees charged by the City and the Consultant's plan review fees as determined in Exhibit "C". If the Consultant agrees to the fees and is available to perform the work, one set of the plans and supporting submittal documents will be transferred to the Consultant for review. Finally, the consultant will invoice the City for services rendered upon completion of the review as outlined in Exhibit "C" and the plans will be returned to the City in the manner described under Exhibit "A".

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. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit "A" once the Consultant has notified the City that it is

available to perform the work (as provided in Section II(C) herein, and the City has transmitted a copy of the plans/application to the Consultant. This Agreement shall expire on or before August 13, 2008, regardless of whether the Consultant has expended all of the funds allocated herein for the work described in Section A.

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, as long as the services were performed timely under the schedule in Exhibit A. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data in 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 plan review fees (as determined as set forth in Exhibit B) that the parties agreed would be paid to the Consultant, 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 sub-consultants, 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 attorney's 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 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 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 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 performance of the work described herein, 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 Community Development Director and the City shall determine the term or provisions true intent or meaning. The Community Development 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 Community Development 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 this 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:
William Hill, CBO
Director, Building Safety Division
Bureau Veritas
720 Third Ave. Ste. 1200
Seattle, WA 98104-1820
(206) 383-7625

CITY:
Dick J. Bower, CBO
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 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.

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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. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement, for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing plans for projects of existing or former clients. The Consultant shall notify the Building Official/Fire Marshal if the Consultant receives plans to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration

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 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.

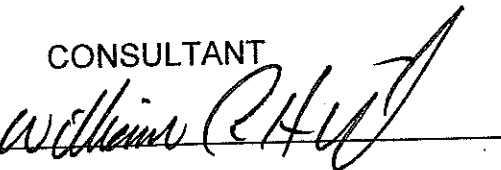
XXI. Severability.

If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

By: _____



CITY OF GIG HARBOR

Principal

By: _____
Mayor

Notices to be sent to:

Dick J. Bower, CBO
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

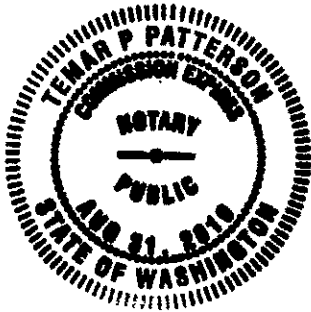
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that William Hill 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 Director of Code Compliance, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/6/07



Jew
Notary Public in and for the
State of Washington,
Residing at King Co.
My appointment expires: 8/3/10

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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 WORK AND PROCESS

1. Plan Review

A. The Consultant will review plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes, Washington State Building Code (current WAC), Washington State Energy Code, Washington State Ventilation and Indoor Air Quality Code, and the Gig Harbor Municipal Code, except that the Consultant will confer with the Building Official/Fire Marshal or his/her agent on any portion of the review that specifically requires an approval of the building or fire code official under the applicable code(s) for alternate work or methods, or that involves an unusual interpretation.

B. The Consultant will not design for the applicant, make any changes on the plans that involves primary structural elements or connections, or make any change that directly contradicts other information on the plans. Any change marked on the plans must be made by or under the direction of the applicant and be clearly identified as such on the plans. All necessary notes and details must be on or directly attached to the approved permit set of plans.

C. If corrections or additions are required, the Consultant will write and send a review letter to the applicant and will send a copy to the City's building official/fire marshal. The review letter will describe each required correction or addition, and reference the applicable code section. It will also direct the applicant to submit the revised or added information to the Consultant and the City of Gig Harbor Building and Fire Safety Department. The Consultant will provide a facsimile or electronic transmittal of the review letter to the applicant or their agent when requested by the applicant. All communication will be directed to the contact person named on the application.

D. After final review by the consultant the Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The plan reviewer's signature and approval date will be affixed to such statement on the plan set.

E. After receipt of the plan set from the Consultant, the City will continue processing of the application and notify the applicant of the final decision.

2. Process

A. The City will determine and collect plan review fees to be paid by the applicant per the City's fee resolution.

B. The Building Official/Fire Marshal will determine which plans are to be reviewed by the Consultant.

C. The City will intake, track, and process the permit applications and all revisions per current City of Gig Harbor administrative procedures.

D. The City will be responsible for the transportation of applications, plans, and revisions to the contractor.

E. The Consultant will be responsible for transportation of approved applications, plans, and revisions after the Consultant's final review to the City.

F. The Consultant will complete the review and will either provide final recommendation for approval of the application and notify the City of approval via return of all materials, or will send the applicant and the City a review letter within the timelines listed below. Each timeline will begin from the day the Consultant receives the plans. Unsolicited submittal of significant plan revisions by the applicant will be reviewed according to the initial review timeline. Unsolicited submittal of minor plan revisions by the applicant will be reviewed according to the revision timeline (item 1b or 2b below).

1. Single Family (Residential) and Other Less Complex Projects

a. Eight (8) working days for initial review of projects sent to the Consultant at a rate of five (5) or fewer projects per week. Additional projects beyond five per week will be reviewed initially within fourteen (14) calendar days.

b. Five (5) working days for review of revised plans or additional information.

2. All Other Projects (including all new separate commercial buildings)

a. Twenty-one (21) calendar days for the initial review.

b. Fourteen (14) calendar days for review of revision submittals unless otherwise agreed to by the City in advance.

G. Within two (2) days of receipt of the plans, the Consultant will indicate if they are not able to meet the timeline for the review. The Consultant will return plans to the City of the timing on review could not be negotiated. The review time may be negotiated when the quantity and/or complexity of projects to be reviewed for the City constrains the Consultant's ability to meet the timelines. If, at any time after the plans have been sent to the Consultant, if the Consultant finds that it cannot perform a timely review or that the review hasn't been done in a timely manner, the City may demand that the plans be immediately returned to the City so that the City can perform the review to completion. If the City demands that the plans be returned to the City on timeliness grounds, the Consultant shall not be entitled to any fee.

Exhibit "B"

Calculation and Payment of Fees

1. Valuation to Determine Review Fees

- A. The valuation used in determining the permit and plan review fees for conventional projects will be the applicants submitted valuation or the valuation determined using the Square Foot Construction Costs table established under the current City of Gig Harbor fee resolution whichever is higher.
- B. Experience and judgment shall be applied to determine valuation for commercial tenant improvements and unconventional projects such as foundation repairs, retaining walls, etc. where a clearly defined added floor area is not identifiable. The Contractor and the City shall agree on valuation prior to beginning plan review for such projects, based on the applicant's valuation, a detailed bid, or other approved estimating methods.
- C. Each separate structure shall be valued individually.
- D. The Consultant's fees shall be based on the following provisions:
 - 1. Building Permit Fee: As set forth in the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
 - 2. Plan Review Fee: 65% of the building permit fee as determined by the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
- E. The Consultant's fees shall be as described in Section 2 below with a minimum fee as indicated for each new building except that no minimum shall apply to repetitive buildings (identical to a previous building).

2. Consultant's Plan Review Fees

Consultant's fees shall be in accordance with the following tables:

A. Partial Review – Review of only Structural, Non-structural, WA State Energy Code, or Ventilation and Indoor Air Quality Code compliance:

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	55%	\$85.00
To \$2,000,000.00	45%	\$85.00
To \$5,000,000.00	38%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 33% of the plan review fee and

shall not exceed 38%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

B. Complete Review – Review for Structural, Non-structural, WSEC and VIAQ compliance.

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	80%	\$85.00
To \$2,000,000.00	70%	\$85.00
To \$5,000,000.00	60%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 55% of the plan review fee and shall not exceed 60%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

D. Repetitive Buildings (must be identical) – After first building: 15% of the plan review fee with no minimum amount

3. Additional Plan Review

A. The fees described above include the initial plan review plus 2 re-checks. When substantial revisions occur, additional fees may be charged when the City deems appropriate.

B. A standard hourly rate of \$85.00 per hour will be charged when additional plan review service is required. The additional time will be documented with appropriate explanation for the City's use and permit record file. Additional plan review fees must be authorized by the City in advance.

4. Fee Limitations.

A. The total amount paid to the Consultant under this agreement shall not exceed the amount indicated in Part II, item "A" of the Consultant Services Contract. This limitation shall not obligate the Consultant to perform services without compensation. The City will monitor the balance of funds remaining within the contractual fee limitation.



Business of the City Council
City of Gig Harbor, WA

Subject: Wagner Way/Wollochet Drive Traffic Signal Consultant Services Contract Authorization

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract for W&H Pacific for the not-to-exceed amount of \$39,180.00.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: August 13, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

CLH 8/9/07

Approved by City Administrator:

RJK 8/9/07

Approved as to form by City Atty:

Approved by Finance Director:

DR 8/9/07

Approved by Department Head:

Dave 8/9/07

Expenditure Required	\$39,180	Amount Budgeted	\$250,000	Appropriation Required
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INFORMATION / BACKGROUND

An identified Street Operation Objective #7 in the 2007 budget provides for the design and construction of a new traffic signal at this location. This contract provides for the final design and preparation of final bid documents for a new traffic signal at this intersection.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2007 budget cycle, and will be funded from a combination of developer pro-rata shares and City traffic impact fees.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract to W&H Pacific for the not-to-exceed amount of \$39,180.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
W&H PACIFIC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and W&H Pacific, a corporation organized under the laws of the State of Washington, located and doing business at 724 Columbia Street NW, Suite 140, Olympia, Washington 98501, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design and PS&E of the Wagner Way/Wollochet Drive Traffic Signal and desires that the Consultant perform services necessary to provide consultant and engineering services, and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated August 1, 2007, 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:

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 Thirty Nine thousand one hundred eighty dollars and zero cents (\$39,180.00) 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 also be as described in **Exhibit B**. 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, 2007; provided however, that additional time shall be granted by the City for 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 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 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 \$350,000 each accident limit, and

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. 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.

E. 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 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 prevailing 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
W&H Pacific
David Zevenbergen
724 Columbia Street NW, Suite 140
Olympia, Washington 98501
(360) 754-3375

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 9th day of August, 2007.

CONSULTANT
By: Richard S. Reed
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
David Zevenbergen
W&H Pacific
724 Columbia Street NW, Suite 140
Olympia, Washington 98501
(360) 754-3375

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 _____, 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 Charles L. Hunter 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: _____



724 Columbia Street NW, Suite 140
Olympia, Washington 98501
360.754.3375
Fax 360.754.1195

SCOPE OF SERVICES

WAGNER WAY / WOLLOCHET DRIVE NW TRAFFIC SIGNAL

Gig Harbor, Washington

August 1, 2007

I. PROJECT DESCRIPTION

The purpose of this project is to construct a traffic signal at the intersection of Wagner Way and Wollochet Drive NW. The traffic signal will be 8 phase and each approach will have a left turn display. The vehicle heads will be mounted on mast arms. Pedestrian signals and push buttons will be mounted on signal standards or pedestrian signal poles. The detection will be induction loops saw cut into existing pavement. The induction loops will provide stop bar presence detection at all four approaches and advanced detection on the three city streets at the intersection. The traffic signal will be interconnected with the traffic signal at the eastbound ramps for SR 16. Conduits and junction boxes will be installed for future interconnect between Wagner Way and Hunt Street. The design will follow WSDOT Olympic Region standard practices. Decorative poles, mast arms, and luminaires will be incorporated to improve aesthetics.

II. PROJECT ASSUMPTIONS

- The project duration will be 3-months.
- The CITY will provide the CONSULTANT with all traffic studies for this intersection.
- Project submittals will be 30%, 90%, and 100%.
- The CITY will provide channelization plans for the intersection.
- The posted speed for each approach is 35 M.P.H. or less.
- The CITY will execute an inter-agency agreement with Washington State Department of Transportation (WSDOT) Olympic Region for maintaining the traffic signal.
- CITY will designate the basic premises and criteria for the design. Except where noted, reports and plans will be developed in accordance with the latest edition and amendments of the following documents as of the date of signing of this Contract. Changes in any design standards or requirements after work has begun may result in Extra Work.
- The CONSULTANT will prepare the contract specifications based on technical special provisions, WSDOT Amendments prepared by the CONSULTANT, and boiler plate contract forms provided by the CITY. The CITY will provide manufacture's specifications for decorative signal poles, mast arms, and luminaires.
- The CITY shall coordinate necessary access permits to provide for site visits by the CONSULTANT.
- The CONSULTANT shall provide a listing of those items required to be included on the topographical base map for their use in the design project.

- The CONSULTANT assumes that control exists to bring control from SR 16 to Wollochot Way NW and Wagner Way.
- Geotechnical deliverables are contingent on scheduling drilling by late August.
- Geotechnical sub-consultant assumes only two drilling locations.
- No utility conflicts (over and under) that would prevent drilling at location of the traveled way. If drillings within the traveled way to avoid utility conflicts will result and amending the contract to cover the cost of flagging and traffic control.
- The drilling sub-consultant will be allowed to dispose of excess soil cuttings from the borings on site.

III. DESIGN CRITERIA

Measurements will be in English units.

Drafting Format: AutoCAD

Drafting Standard: APWA

Horizontal Scale: 20-scale

Horizontal Datum: TBD

Vertical Datum: NGVD 1929

City of Gig Harbor

Design and Development Plan Check list

WSDOT

Design Manual

Standard Plans

Standard Specifications

Plans Preparation Manual

Washington State Modifications to the MUTCD

Work Zone Traffic Control Guidelines

IV. WORK TASK SUMMARY

The work is comprised of the following tasks:

- Task 1. Project Management
- Task 2. Survey
- Task 3. Utility Coordination
- Task 4. Traffic Analyses
- Task 5. Geotechnical Evaluation
- Task 6. Preliminary Design 30% PS&E
- Task 7. 90% PS&E
- Task 8. 100% PS&E

TASK 1: PROJECT MANAGEMENT

- 1.1. Develop a schedule based on scope of services. Include milestones for submittal dates and CITY and WSDOT review. Monitor and track budget expenditures. Coordinate with sub-consultants.
- 1.2. Attend Project Coordination Meetings. Attend project kick-off meeting. Attend monthly meetings with the CITY and for submittals. Project update meetings

will be conducted via telephone conference call every two weeks. It is assumed that the project manager and project engineer will attend conference calls.

- 1.3. Prepare monthly invoices with status letter explaining work completed during billing period.
- 1.4. Coordination with WSDOT Olympic Region for plan review of the traffic signal.

TASK 2: SURVEY

- 2.1. Survey Administration and Management.
- 2.2. Research survey control and call for locates.
 - 2.2.1. Develop the control scheme for the project based on WSDOT and/or Pierce County existing control available in the area of the project.
 - 2.2.2. Coordinate and research survey control with WSDOT and Pierce County engineering support offices.
- 2.3. Site Mapping Control Points.
 - 2.3.1. Set temporary control points for mapping of project site.
 - 2.3.2. Provide control points for use in construction phase of project.
- 2.4. Tie into Base Control Net.
 - 2.4.1. Locate existing survey control points set nearby.
 - 2.4.2. Verify coordinates and calculate positions for project.
- 2.5. Run Level Loop.
 - 2.5.1. Run digital differential levels from bench mark through project control, and loop back through additional bench marks.
 - 2.5.2. Verify level loop elevations in the office and establish project bench marks.
- 2.6. Assist with Construction Easement.
 - 2.6.1. Prepare legal description.
 - 2.6.2. Prepare exhibit.

TASK 3: UTILITY COORDINATION

- 3.1. Notify and update utilities of project status and potential conflicts.
- 3.2. Request service connection.

TASK 4: TRAFFIC ANALYSES

- 4.1. Calculate current (LOS) using SYNCHRO 7.0.
- 4.2. Recommend phasing sequence.
- 4.3. Submit counts and LOS results to WSDOT Traffic Operations.

TASK 5: GEOTECHNICAL EVALUATION (GeoEngineers)

- 5.1. Coordinate with Drillings Sub-consultant.
- 5.2. Prepare abbreviated Soils Report with lateral earth bearing values.

TASK 6: PRELIMINARY DESIGN 30% PS&E

- 6.1. Locate mast arms, vehicle and pedestrian signals, controller cabinet, service cabinet, service connection, and detector loops.
- 6.2. Determine illumination requirements.
- 6.3. 30% Plan Review.

TASK 7: 90% PS&E

- 7.1. Prepare wire schedule and diagram.
- 7.2. Size junction boxes and conduits.
- 7.3. Prepare calculations for vehicle clearance, advance loop locations, light levels, breakers, and contactors.
- 7.4. Prepare Estimate.
- 7.5. Prepare "project specific" special provisions.
- 7.6. 90% Plan Review.

TASK 8: 100% PS&E

- 8.1. Finalize PS&E package and submit originals to the CITY.

Project Name: Wagner Way-Wollochet Dr Signal
 Office: Olympia
 Business Line: Transportation
 Project Number:
 BD Number:

Prepared by: M. Abarca
 Date: 01-Aug-07
 Checked by: D. Zevenbergen
 Date: 01-Aug-07

WORK CODE	TASK	HOURS	TOTALS DOLLARS	SLO P/W	DLZ PM	MA Proj Engineer	JFH Staff Engineer	DCR Director	AK QACC	DJB Project Coord	PUB Survey Director	SBI Survey Manager	ASG Survey	MPH Survey	JOS Survey Coord	JMM Office Tech
				\$170.00	\$110.00	\$120.00	\$75.00	\$84.00	\$40.00	\$65.00	\$123.00	\$122.00	\$70.00	\$52.00	\$55.00	\$81.00
1	PROJECT MANAGEMENT	47	\$5,632.00	1	2											
1.1	Develop schedule and monitor budget	3	\$408.00		8											
1.2	Attend Project Coordination Meetings	15	\$1,912.00		8					4						
1.3	Prepare monthly invoices	20	\$2,372.00	4	8	4										
1.4	Coordinate with WSDOT	8	\$960.00			8										
2	SURVEY	96	\$7,696.00								2				2	
2.1	Survey administration and management	4	\$376.00													
2.2	Research and set up control	14	\$1,226.00													
2.3	Site mapping control points	45	\$3,182.00													
2.4	Tie into base control network	13	\$1,178.00													
2.5	Run level loop	14	\$1,162.00													
2.6	Assist with construction easement	6	\$568.00													
3	UTILITY COORDINATION	12	\$1,072.00													
3.1	Notify and update utilities at project status and conflicts	6	\$536.00			2	4									
3.2	Request Service Connection	6	\$536.00			2	4									
4	TRAFFIC ANALYSES	9	\$1,025.00													
4.1	Calculate current LOS	4	\$480.00			4										
4.2	Recommend phasing sequence	2	\$240.00			2										
4.3	Submit counts and LOS results to WSDOT	3	\$305.00			2				1						
5	PRELIMINARY DESIGN 30% PS&E	34	\$3,057.00													
5.1	Design locations	23	\$1,992.00	1	2	4	8	8								
5.2	Determine illumination requirements	8	\$625.00	1	1	2	4									
5.3	30% Plan review	3	\$240.00													

Project Name: Wagner Way-Wollochet Dr Signal
 Office: Olympia
 Business Line: Transportation
 Project Number: BD Number:
 Prepared by: M. Abarca
 Date: 01-Aug-07
 Checked by: D. Zevenbergen
 Date: 01-Aug-07

WORK CODE	TASK	HOURS	TOTALS DOLLARS	SLD PM	DLZ PM	MA Proj Engineer	JRH Staff Engineer	Doclr	AK OADC	D.B Project Coord	PJB Survey Director	SRI Survey Manager	ASE Survey	MPH Survey	JDS Survey Coord	JMM Office Tech
7	90% PS&E	109	\$5,127.00													
7.1	Prepare Wire Schedule and diagram	21	\$1,703.00		1	4	3	8								
7.2	Size Junction boxes and conduits	27	\$1,975.00		1	2	8	15								
7.3	Prepare calculations	7	\$655.00		1	2	4									
7.4	Prepare estimate	14	\$1,361.00		1	4	8									
7.5	Prepare project specific special provisions	34	\$2,953.00		1	8	16									
7.6	90% Plan review	3	\$480.00						6							
8	100% PS&E	28	\$2,422.00													
8.1	Finalize PS&E	28	\$2,422.00		2	4	8	8								
TOTALS		335	\$30,045.00	11	23	52	72	40	9	17	3	12	28	28	2	23
				\$1,870.00	\$3,332.00	\$7,440.00	\$5,328.00	\$2,360.00	\$720.00	\$1,105.00	\$369.00	\$1,464.00	\$2,128.00	\$1,756.00	\$130.00	\$1,853.00

OUTSIDE REIMBURSABLES

Mileage/Spec. Vehicle	\$1,000.00
Inspection Vehicle (\$50/day)	\$0.00
Meals	\$0.00
Supplies	\$0.00
Reproduction	\$200.00
Telephone	\$0.00
Postage/Delivery	\$0.00
Traffic Counts	\$0.00
Reimbursables handling fee @:	\$00.00
Total =	\$1,200.00

SUBCONSULTANTS

1) Geotechnical (Geotechnical)	\$7,500.00
2)	
3)	
4)	
5) Subconsultant Fee @ 5%	\$375.00
Total:	\$7,875.00

Total Salary	\$30,045.00
Subtotal - Office	\$30,045.00
Outside Reimbursables	\$1,200.00
Subconsultants	\$7,875.00
TOTAL =	\$39,180.00
GRAND TOTAL =	\$39,180.00

Chunn, Jami

From: Zevenbergen, David [DZevenbergen@whpacific.com]
Sent: Tuesday, August 07, 2007 4:44 PM
To: Chunn, Jami
Subject: FW: Gig Harbor Traffic Signals

Jami, here is an email from GeoEngineers listing what they are providing for the \$7,500. Please let me know if you need something else. Sorry for the confusion.

Dave

Dave Zevenbergen
Project Manager
W&H Pacific
724 Columbia NW, Suite 140
Olympia, WA 98501
dzevenbergen@whpacific.com

Office: 360-754-3375
Direct: 360-918-5329
Fax: 360-754-1195
Cell: 360-701-8498

From: Garry H. Squires [mailto:gsquires@geoengineers.com]
Sent: Monday, July 30, 2007 7:37 AM
To: Zevenbergen, David
Subject: Gig Harbor Traffic Signals

Dave,

I have made a few calls and scratched out a rough budget and schedule with some assumptions per our conversation this morning regarding your Wagner Way/Wollochet Dr. project in Gig Harbor. Specifically,

- 1) I have a tentative drill date with our subcontractor of August 22, 2007 and have a field engineer available that day.
- 2) I am assuming two hollow stem auger holes to 20 feet each and drive up access for a rubber tire drill rig with no requirement for traffic control beyond some traffic cones.
- 3) A brief letter report providing exploration and testing results and design parameters for lateral earth bearing values per WSDOT method for mast arm signal design
- 4) No utility conflicts (over or under) that would prevent us from drilling at locations not within the traveled lanes (ie so we can be off the road and not need flaggers etc)
- 5) On site disposal of excess soil cuttings from the borings.

On that basis I estimate a budget of \$7,500 should do it. Our report will be available within two weeks of completing field work. We could provide preliminary design parameters within a week of drilling.

Let me know if that will work for you. If so I will send a confirming agreement and flesh out the details with you.

8/7/2007



**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution - Declaration of Surplus Property

Proposed Council Action: Approve the attached resolution declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Community Development

Prepared by: David Brereton *Dave*
Director of Operations

For Agenda of: August 13, 2007

Exhibits: Resolution Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 8/7/07*

Approved as to form by City Atty: *Cam N/A 8/7/07*

Approved by Finance Director: N/A

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The 2007 budget anticipated replacement of equipment, tools and computer hardware. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATION

Monies received for the surplus items will be used to offset the costs for new vehicles and equipment.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT		Quantity	SERIAL / ID NUMBER	MODEL INFO.
1.	Electric Motor	2	731-13688-2-1 7-5140-55150-1-1	Allis Chalmers #400
2.	Electric Motor	5	5YAH21088A1 5YAH21088A2 5YAH21088A3 5YAH21088A4 5YAH21088A5	Reliance Electric
3.	Electric Motor	4	95305601 95305600 95305602 95401224	Toshiba BO154FLF2US
4.	Electric Motor	2	F387 F1087	Baldor M3704T
5.	Positive Displacement Blower Package	1	87/101/1103	Spencer RB101
6.	1994 Chevrolet 3500 Truck	1	ID-110 1GBJK34N2RE 312332	3500 Flatbed Dump

EQUIPMENT		Quantity	SERIAL / ID NUMBER	MODEL INFO.
7.	Computer Monitors	5	MX-04N736-47605-2AE-BTNC / 00226 CN-04N736-47606-29N-BSBX T9K003978 CN-0C0646-46633-499-1CPL / 01187 19016B394160 / 00869	Dell Model # M992 Dell Model #M992 Gateway Dell Gateway
8.	Computer Printers	4	U61229BST373 782 / 01267 338TW1039G2 M1300145 / 01207 U60066E3J470 457 / 01098 CNBJ214641 / 00931	HL-2070 Brother Laser XERON DocuMate 510 HL-1440 Brother Laser HP LaserJet 1000 Series
9.	Computer Towers	5	0017103354 / 00865 0013866383 0017066501 0009167743 / 00862 1BW8M11	Gateway Gateway E-3200 Gateway E-3200 Gateway E-3110 Dell

EQUIPMENT		Quantity	SERIAL / ID NUMBER	MODEL INFO.
10.	Radio Equipment	1	GLDL1288238	General DataComm, Inc.
11.	Speakers	3	CN-7E840-69800-32L-6483 Pair of Small Computer Speakers Pair of Small Computer Speakers	None ALTEC Lansing ALTEC Lansing
12.	Miscellaneous Equipment	10	PS-2 Cord	Old PS-2 / Changed to USB
13.	Tires	4		255-70-16
14.	Tires	4		235-75-15
15.	Tires with Chev. Truck Rims	2		245-75-16
16.	Tire with Chev. Truck Rim	1		235-85-16
17.	Hancor PE Pipe	2		20'x36"
18.	Line Lazer Paint Striper	1	ID: 102 Serial: A-896	
19.	Misc. Sign Posts – Pallets	5		
20.	Treated Deck Boards	200		2'x12' (various lengths)
21.	Craftsman Shop Vacuum	1	ID: 281	

PASSED ON THIS ____ day of _____, 200__.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



NOTICE OF LIQUOR LICENSE APPLICATION

DRL

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 7/26/07

UBI: 601-483-840-001-0003

License: 402061 - 1U County: 27
Tradename: THE GREAT AUSTRALIAN BITE
Loc Addr: 07 HARBOR VIEW DR
GIG HARBOR WA 98332

APPLICANTS:
MILLIGAN, MICHAEL HALL
1957-07-21
MILLIGAN, MICHELE CARYN
1959-12-29

Mail Addr: 619 122ND STREET CT NW
GIG HARBOR WA 98332-9611

Phone No.: 253-857-7074 MICHAEL MILLIGAN

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

Boys & Girls Club/Senior Center Discussion

CITY OF GIG HARBOR
RESOLUTION NO. 623

A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, SUPPORTING DEVELOPMENT OF A
COMMUNITY CENTER THAT INCLUDES FACILITIES
SUPPORTING THE SOCIAL AND RECREATIONAL HEALTH
AND WELFARE OF SENIORS, ADULTS AND YOUTH.

WHEREAS, the City of Gig Harbor supports development of the Peninsula Recreation Center as identified in the 2003 adopted *City of Gig Harbor Parks, Recreation and Open Space Plan*; and

WHEREAS, Pierce County and the Boys and Girls Club of South Puget Sound have entered a 50-year lease agreement with two renewable 25 year terms on March 19, 2003, for the provision of property to construct a facility for the purposes of a Boys and Girls Club facility, a Senior Center, and other community-oriented uses and activities; and

WHEREAS, there is more planning involved before a definitive construction, operation and maintenance budget can be finalized; and

WHEREAS, cooperation between the City of Gig Harbor and Pierce County and the Boys and Girls Club of South Puget Sound is necessary to facilitate completion of the Gig Harbor Peninsula Community Center within the Peninsula Recreation Center that will house social and recreational programs, including Senior Center programs, Boys and Girls Club programs, and local, not-for-profit social and recreational programs; and

WHEREAS, the proposed improvement will in part benefit the recreational and social interests of city residents; and so therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Five-Year Operations and Maintenance. The Mayor is authorized and directed to present for approval by the City of Gig Harbor City Council an interlocal agreement with Pierce County for the purpose of operations and maintenance of a proposed Gig Harbor Peninsula Community Center facility in a total amount not to exceed \$150,000 per year for a period not to exceed five (5) years, commencing upon the operation of the completed and publicly available facility. This interlocal agreement shall express maintenance and

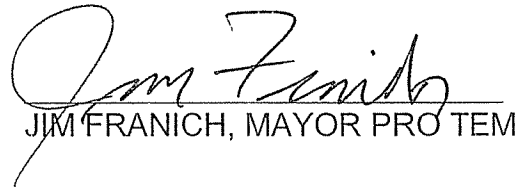
Operations commitments, as well as recreational and social program commitments for the five-year period of the agreement.

Section 2. Agreement for Construction of Gig Harbor Community Center. Attached as an exhibit to the interlocal operations and maintenance agreement referenced above in Section 1 for the Gig Harbor Community Center, the Mayor is also directed to present to the City of Gig Harbor City Council an agreement between the Boys and Girls Clubs of South Puget Sound and Pierce County that provides for the location of a Gig Harbor Community Center, for the lay-out of the building schematic, for the construction cost estimate, and for recreational and social programs, all of which are consistent with such concepts as outlined in the November, 2003, conceptual design study by Thomas Cook Reed Reinvald titled *Gig Harbor Peninsula Community Center*.

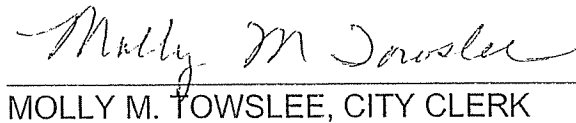
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 12th day of April , 2004.

APPROVED:


JIM FRANICH, MAYOR PRO TEM

ATTEST/AUTHENTICATED:


MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 3/22/04
PASSED BY THE CITY COUNCIL: 4/12/04
RESOLUTION NO. 623



ADMINISTRATION

MAYOR'S REPORT

TO: Council Members
RE: Gig Harbor Peninsula Community Center
DATE: April 6, 2004

For the past 14 years citizens of Gig Harbor have been begging the city, county and school district to provide space for recreation and socialization activities and services for people of all ages.

Finally, the door of opportunity is open to continue a partnership with government agencies and non-profit organizations to provide these needed and requested community services for City and County residents.

It isn't often a service organization is ready and willing to step forward and lead the way to raise ten to twelve million dollars from the community to build a Community Center.

Gary Yazwa, Executive Director of the South Sound Boys and Girls Club, has initiated communication with grant fund donors who are willing to provide the funds to build the Gig Harbor Peninsula Community Center. This can happen if the City will provide \$150,000 per year for five years toward the maintenance and operation of the G.H.P.C.C. **once it is built.**

With the passage of this Resolution, **the partnership of community and government agencies** will continue to be ongoing with Pierce County Executive John Ladenburg, Pierce County Council Member Terry Lee, Jan Wolcott of Pierce County Parks and Recreation, Peninsula School District's Marcia Harris and Peninsula Recreation Director Jeremy Bubnick .

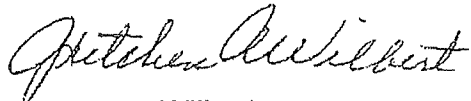
I have confidence Mark Hoppen will pull together the available pieces of community and agency funding as requested by council members for your review.

Also included for your review are the comments received from the citizens requesting the city's support for a community center that would provide space for

the Red Cross Senior Meal Site and activities Monday – Friday from 10:00am and until 2:00pm. Boys and Girls Club activities could be scheduled daily from 2:30 until early evening.

Support for this Resolution by the City Council is essential if we are to move forward with this partnership. Our support is the signal for Gary Yazwa to continue with his fund raising for our Gig Harbor Peninsula Community Center. It will not happen without Council's "yes" vote.

Thank you for your consideration.



Gretchen A. Wilbert
Mayor

These comments have come to me from the public in support of the Resolution.

- Support the Resolution to provide money in future budgets to partner with the Pierce County Parks and Recreation, as well as with the Peninsula School District, as in the past.
- Support the Boys and Girls Club. They are willing to go ask citizens to donate funds to build us a Community Center. They cannot do it without the City and Community's support.
- Giving kids a place to go after school costs a lot less than dealing with juvenile crime. Remann Hall & Drugs.
- Kids can join the Boys and Girls Club in Tacoma for \$15 a year in annual dues. The kids earn the money. When they spend their own money for membership, they feel good about belonging. They don't trash the facility. In fact, quite the opposite happens. They make sure no one else does graffiti or damage to their clubhouse.
- The Boys and Girls Club provides excellent mentors consisting of adults and students who are there to answer questions and guide activity.
- The Key Peninsula and Longbranch each have Community Centers. We can too, with your support.
- The location, I understand, would be just north of the Henderson Bay High School. It's perfectly situated on the bus route and is very easy to find.
- Raising funds for Boys and Girls Club activity in a Community Center does not compete with the YMCA efforts to raise funds for their facility, as some have suggested. The YMCA serves a different population. The YMCA provides for a monthly membership for families that helps pay for their maintenance and operation. We need both in our community. I hope the city will provide their share.
- We'll keep providing sales tax by shopping in the city. That's what I call a real partnership. Please help fund the operation of the new Community Center.

The City will be able to provide recreation and social activities for citizens of all ages.

- Citizens are living longer and need our help.
- Recreation and social activities for all, means healthy citizens.
- Ask – Could the gymnasium accommodate roller-skating? Roller blades? I hope so.
- The Growth Management Act requests cities provide services to a growing population and encourage that element of society to move into cities nearer those services.

The Community Center Gymnasium would provide space on evenings and weekends for scheduled community events.

- Popular music
- Music of 60's, 70's and 80's for moms and dads – kids could come, too
- Local student musicians could provide the music for Fri or Sat night dances
- Western line dancing
- Peninsula Youth Orchestra concerts
- Community Chorus would have a place to perform

The Computer Lab in the Community Center would provide.....

- Opportunity for intergenerational activity, such as youth teaching seniors and vice versa

Continue partnership with the School District, Pierce County Parks and the City, by providing:

- Ball fields
- Lighting of the fields
- Scheduling of outdoor recreational programs – PAA, soccer league, etc. by providing an office for Peninsula Recreation Program Director, Jeremy Bubnick within the community center
- Consider the P.R.P. Director to be the manager of the Community Center

GIG HARBOR CITY COUNCIL MEETING OF APRIL 12, 2004

PRESENT: Councilmembers Ekberg, Young, Conan, Dick and Ruffo.
Councilmember Picinich absent. Councilmember Franich acted as Mayor Pro Tem in Mayor Wilbert's absence.

ABSENT: Councilmember Picinich and Mayor Gretchen Wilbert.

CALL TO ORDER: 7:00 p.m.

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 March 22, 2004.
2. Correspondence / Proclamations: a) Proclamation – Earth Week. b) Proclamation – Records and Information Management Month. c) Letter- County Councilmember Terry Lee.
3. Wastewater Treatment Plant Fencing – Contract Authorization.
4. Appointment to Gig Harbor Arts Commission.
5. Maritime Pier Preliminary Design Services – Consultant Services Contract.
6. Pavement Markings Contract Authorization.
7. Gig Harbor Comprehensive Plan Update – Consultant Services Contract.
8. Stinson Avenue Pedestrian Street Improvement Project – Survey Contract.
9. 45th Avenue Pedestrian Improvement – Survey Contract.
10. El Jireh Short Plat Sanitary Sewer Easement Agreement – Carlsen.
11. El Jireh Short Plat Sanitary Sewer Easement Agreement – Butler.
12. El Jireh Short Plat Sanitary Sewer Easement Agreement – Hazen.
13. Resolution No. 622 – Maintenance Contract for Civic Center HVAC and Control System.
14. On-Call Development Review Professional Services.
15. Liquor License Application: Thai Hut.
16. Change of Location for Liquor License: The Keeping Room, Candles & Wine Etc.
17. Liquor License Renewals: Albertson's, Inc.; Anthony's at Gig Harbor; QFC #886; Tanglewood Grill; and Bistro Satsuma.
18. Approval of Payment of Bills for April 12, 2004.
Checks #42864 through #43036 in the amount of \$452,151.83.
19. Approval of Payroll for the month of March.
Checks #3098 through #3138 direct deposit entries in the amount of \$235,028.74.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Ruffo – unanimously approved.

OLD BUSINESS:

1. Resolution – Community Center Maintenance and Operations Support. Mark Hoppen, City Administrator, explained that this resolution sets a directive that could result in a commitment of \$150,000 a year for five years for a community center that could house a senior center facility. He further stated that inherent in this resolution is the notion that Pierce County would need to have an agreement between Pierce County as the lessor, and The Boys and Girls Club as the lessee in order to build a facility that would meet the kind of requirements that the city outlined in the study of last year. Mr. Hoppen went on to explain that Pierce County would need to have an interlocal agreement with the City of Gig Harbor for Pierce County to be the fiscal agent in order that both program and construction of the facility were carried out within the bounds of the city's expectations. 

Councilmember Ekberg asked who in addition to the city would be providing funds for maintenance for this center. Mr. Hoppen explained that right now the outline set by the Boys and Girls Club executive board was that unless the local jurisdiction contributes the \$150,000 for five years, they can not move forward with this project in this particular jurisdiction. Mr. Hoppen said that he thought that The Boys and Girls Club plans for user fees to compliment the city's fees for five years.

Councilmember Ekberg asked if Pierce County was going to contribute any maintenance and operation money. Mr. Hoppen responded that Pierce County Councilmember Terry Lee was present and could possibly respond to Councilmember Ekberg's question. Councilmember Lee stated that he was attending this council meeting to speak in favor of the Boys and Girls Club / Senior Center. He stated that not only does it help the children but it also addresses an ever aging population here on the Gig Harbor Peninsula. Pierce County has granted the Boys and Girls Club a long term lease for one dollar. Mr. Hoppen pointed out that the interlocal agreement shall express maintenance and operations commitments as well as recreational and social program commitments for the five year period of the agreement. Mr. Hoppen stated that if this moves forward in the way that he envisions it, the city will not own any programs, or the building, or the property.

Mayor Pro Tem Franich expressed interest in knowing the plan beyond the five years. Mr. Hoppen stated that their plan is to be self-sufficient at that time. Councilmember Dick responded to Councilmember Franich that the lease itself indicates what kinds of uses will transpire. Councilmember Dick thought that there would be a continued relationship after year five; the city just has not been asked to commit to a period beyond that.

Councilmember Franich pointed out that a senior center is something that our community needs and something that our seniors deserve. He stated that he was hoping to see more in the resolution about what programs would be offered before we allocate any money. Councilmember Ekberg recommended that possibly two councilmembers serve on a committee that will help draft the interlocal agreement to address any concerns the city had.

Councilmember Ruffo pointed out that the third “whereas” in the resolution stated that Pierce County would not be responsible for costs related to construction or maintenance and operations of the facility. Councilmember Lee responded by saying that Pierce County’s position right now is they are putting up the land. Councilmember Lee stated that he would try to incorporate in Pierce County’s budget process a means to partner with the city in facility operations and maintenance for the first five years. Councilmember Lee stated that if Initiative 864 gets approved, then it will likely change Pierce County’s ability to step forward on this. He will not know the outcome of this until November. He emphasized that he would do everything that he could to make this a reality.

Councilmember Dick emphasized that in this resolution we are expressing our intention to go forward, and if an appropriate agreement is finalized, and if the County thinks that the lease looks right, and if we’re satisfied that this together with our agreement with the County looks good, then we can move forward.

Councilmember Young summarized that if in concept the Council wants to have a senior center, is the city willing to commit to \$150,000 for it? Mr. Young went on to say that it is no different than every year when we make budget line items saying we want to spend “x” amount of dollars on this project or the next. At no point do we actually commit to those dollars being spent nor do we commit to the language with the contractor or do we dictate the design, but what we do say is that at some point we are committing to a dollar amount and if it is more or less, we’ll make those adjustments. Councilmember Young stated the question, is this facility a bargain? He thought it is because it is a collaborative effort and will save taxpayer dollars. Councilmember Young stated that we should be looking at the broader picture. If the community wants this, then this resolution is reasonable.

Councilmember Ruffo requested that the third Whereas be replaced with: “Whereas there is more planning involved before a definitive construction, operation and maintenance budget can be finalized.” Councilmember Ekberg agreed. Councilmember Ruffo said the he also wanted to add at the end of section 1, “provided that this agreement will be conditioned upon the timely completion of the facility within budget and will limit the city’s annual financial commitment to \$150,000 for five years from its commencing operation.” Mayor Pro Tem Franich pointed out that this language is already contained in Section 1. Mr. Hoppen explained that the resolution is written to reflect that until the facility is opened, no money will be expended. Councilmembers discussed and agreed that the existing language was sufficient to address Councilmember Ruffo’s concerns.

MOTION: Move to accept the Resolution No. 623 with the modifications of the deletion of the third Whereas, substituting “Whereas there is more planning involved before a definitive construction, operation and maintenance budget can be finalized” and accepting the rest of the resolution as written by staff.
Ruffo/Young – unanimously approved.

GIG HARBOR CITY COUNCIL MEETING OF MARCH 22, 2004, 2004

PRESENT: Councilmembers Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Ekberg was not present.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Mayor Wilbert introduced Mr. Lind Simonsen, Public Relations Officer for Pierce Transit. Mr. Simonsen thanked the Mayor and Council for the opportunity to present the new 30 foot, compressed natural gas bus at its very first public showing. He explained that Pierce Transit had been challenged to provide a smaller bus for smaller communities. He described the buses and the route it will take, adding that he hopes that he hopes that people will chose to ride the newly design bus.

PUBLIC HEARING: NW Gig Harbor Employment Center Annexation.

Mayor Wilbert opened the public hearing at 7:08. John Vodopich, Community Development Director, presented information on this proposed annexation area of approximately 226 acres located west of highway 16 and south of the Washington Correctional Center for Women.

There were no comments, and the Mayor closed the public hearing at 7:09 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 Meeting of March 8, 2004.
2. Correspondence / Proclamations: Proclamation – Building Safety Week.
3. Appointment / Re-appointments to the Gig Harbor Arts Commission.
4. Gig Harbor Arts Commission – Grant Awards.
5. Banking Services Contract.
6. Employment Contract – Prosecuting Attorney.
7. Sister City Activity – Takuma, Japan.
8. 2003 Boating Safety Program Agreement.
9. Liquor License Application: The Green Turtle.
10. Liquor License Renewals: GH Farmers Market Assoc. – Bonneville Gardens; GH Farmer's Market Assoc. – Hunt Street.
11. Special Events Liquor License: Harbor Heights PTA.
12. Approval of Payment of Bills for March 22, 2004.

Checks #42731 through #42863 in the amount of \$299,570.09.

Mayor Wilbert said that she had been requested to table number six of the Consent Agenda, Employment Contract – Prosecuting Attorney.

MOTION: Move to approve the Consent Agenda as amended to remove item number six.
Ruffo / Picinich – unanimously approved.

OLD BUSINESS:

1. Resolution – Community Center Maintenance and Operations Support. Mark Hoppen, City Administrator, explained that this resolution set the direction for the city to expend \$150,000 per year for five years for maintenance and operation for a community center. He gave a background of the project, explaining some of the steps that would be required of the Boys and Girls Club in order to bring the project to completion. The resolution itself does not commit the funds, but it outlines the process for Pierce County and the Boys and Girls Club to request the money if the required Interlocal Agreements are approved. 

Mayor Wilbert thanked Mr. Hoppen for coordinating this effort.

Mark VanDuker – 8819 71st Ave NW. Mr. VanDuker explained that he takes tennis lessons at the Key Peninsula Civic Center, and would like to have some place closer to avoid the long drive. He also spoke in favor of such amenities as a game arcade, indoor basketball courts for games, dances, and other performances, as well as an indoor ice rink for a place for him and his friends to go. Mr. VanDuker explained that people who skate would add to the revenue through lessons and team skating. Parents could drop off their kids and then shop at the local stores. Finally, he explained that he is a boy scout in Troop 44, and offered assistance for service projects to do landscaping or to install a flag pole.

Carl Retting – 3410 61st Ave NW. Mr. Retting said that he is very active as a volunteer around Gig Harbor, one of which is AARP. He explained that for many years AARP has been trying to get a senior facility. He said that this looks like a fine project and hopes that it comes to fruition.

Len McAdams – 4310 Foxglove Drive NW. Mr. McAdams spoke on behalf of the Gig Harbor Lions Club and the AARP. He explained that he began working with the Mayor and others four years ago to provide a Senior Center. This group visited several facilities, one of which was a joint facility in Sweethome, Oregon. They were impressed with the overall activity, and brought back architectural drawings. He described the joint junior/senior facility and how it serves the needs of both groups without duplication of structures. He urged the City of Gig Harbor to support this activity.

Tracy Cutler – 7811 71st Ave NW. Ms. Cutler explained that she came from Texas, where they have community centers. She said that she was surprised to find that there wasn't such a facility in Gig Harbor. She described some of the activities that occur in these Texas community centers, stressing the importance of such centers and how it relates to juvenile crime rates. She suggested contacting Mayor William Tate in Grapevine, Texas, to obtain more information on the community centers in his town. She then offered to do any research that would be helpful.

Councilmember Young said that he feels that this is a very worthwhile project, as he too comes from a town that had a Boys & Girls Club and Community Center. He explained that the Council is constrained by laws to make sure that it is done properly and that before the city commits to the funding for five years, he would like clear goals and mechanisms, and the assurance that the funds would be available. He added that both he and Councilmember Ekberg, who could not attend the meeting, would like to table action on this item until the next meeting to address some of the questions that he had.

Councilmember Picinich asked if the commitment of \$150,000 would be extended past the five year term. Mark Hoppen said that he did not foresee that happening.

Councilmember Ruffo asked for clarification on the status of the Interlocal agreements. Mr. Hoppen explained that Pierce County had not yet addressed the construction of the building, and would also have to work toward an Interlocal where they would act as the fiscal agent. He continued to explain that the resolution only outlines the process to be able to share with Pierce County. Councilmember Ruffo said that he too is very much in favor of the project, but agreed that more information would be helpful.

MOTION: Move to table action on this resolution.
Young / Ruffo – unanimously approved.

2. Resolution – Accepting Employment Center Annexation Petition. John Vodopich explained that he had nothing to add what was discussed in the public hearing and recommended approval of the resolution as presented.

MOTION: Move to adopt Resolution No. 621.
Young / Picinich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Animals and Beekeeping in Residential Zones. John Vodopich presented information on this ordinance adding new sections to Chapter 17 of the Zoning Code relating to the keeping of animals and beekeeping within the city limits. He stressed that it was important to note that the ordinance is not retroactive, and therefore, those who already have animals or bees would not fall under the purview of the ordinance, but they would become non-conforming uses of the land. He continued to explain that the proposed ordinance had been reviewed by the Planning Commission and a copy of the report is included in the packet.

Councilmember Ruffo asked how many homeowners would be grandfathered. Mr. Vodopich explained that there are only 2-3 that he is aware, and any future annexations would also be grandfathered.

Councilmember Young asked for clarification on how this came back with the addition of the other animals and a zoning change rather than a life-safety issue. Jennifer Sitts, Associate Planner, explained that the addition of the other animals was because the



Business of the City Council
City of Gig Harbor, WA

Subject: 3rd Reading of Ordinance.
Revisions to GHMC Section 8.30 prohibiting
the use of skateboards, scooters and roller
skates on "striped streets" within the City of
Gig Harbor.

Proposed Council Action: Adopt the
Ordinance at this third reading.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: August 13, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates:
CMA 8/2/07
RJK 8/2/07
CAM 8/7/07
DR 8/7/07
MD 8/2/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

After reviewing our current ordinance regulating the riding of skateboards, roller skates/in-line skates, scooters and other similar devices, it was determined we needed to either broaden or clarify the types of city roadways where the riding of these devices would be restricted. This revision prohibits the riding of these devices from all "striped streets", streets which have been painted with (a) yellow median line(s) by the city. This ordinance does prohibit the riding of skateboards, scooters and other similar devices while crossing at crosswalks, but exempts roller skates/in-line skates from this prohibition.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Approve the revision to GHMC Chapter 8.30.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES, AMENDING THE PROHIBITION ON TRAVEL BY MEANS OF SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES ON "ARTIERIAL STREETS" TO "STRIPED STREETS" IN THE CITY, REGULATING THE USE OF SUCH DEVICES WHEN CROSSING STREETS AT ANY LOCATION, INCLUDING CROSSWALKS, CHANGING THE PELALTIES TO A MAXIMUM OF FIFTY DOLLARS OR, IN THE COURT'S DISCRETION, COMMUNITY SERVICE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 8.30.010 AND 8.30.060.

WHEREAS, since Gig Harbor Municipal Code Section 8.30.010 was adopted, the City has adopted street classification standards, which creates a separate classification for "arterials" among many different types of streets; and

WHEREAS, GHMC Section 8.30.010 prohibits travel by roller skates/in-line skates, coasters, skateboards, scooters or similar devices "upon the roadway of any arterial street" and

WHEREAS, the City Council intended the prohibition to extend to all City "striped streets", not just arterial streets; and

WHEREAS, the penalty for violation of chapter 8.30 on the subject of travel by means of skateboards, scooters, roller skates/in-line skates has three levels, but the lowest penalty of \$100.00 is to high; and

WHEREAS, the City Council considered this ordinance during its regular meeting of July 23, 2007; Now, Therefore,

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

Section 1. Section 8.30.010 of the Gig Harbor Municipal Code shall read as follows:

8.30.010. Skateboards, Scooters and Roller Skates/In-Line Skates Prohibited on in-certain "Striped Streets" within the City Streets.

No person upon roller skates/in-line skates, or riding in or by means of any coaster, skateboard, scooter or similar device, shall move, go or travel upon the roadway of any arterial "striped street" or transit bus route with in the City of Gig Harbor, except while crossing such street at a crosswalk; or engage in any sport, amusement or exercise or play in the roadway of any such street. "Striped street" is defined as any street which has been painted with (a) yellow median line(s) by the City. This prohibits any riding or travel with coasters, skateboards, scooters or similar devices in order to cross the street, including the cross-walk. The use of roller skates/in-line skates to cross at a crosswalk is exempted from this prohibition.

Section 2. Section 8.30.060 of the Gig Harbor Municipal Code shall read as follows:

8.30.060 Penalties.

It is unlawful for any person to violate or fail to comply with any of the provisions of this chapter. With the exception of Section 8.30.050, an person who shall have committed a violation of this chapter shall, upon a finding by the municipal court that such a violation has been committed, shall be ~~subject to the civil infraction penalties as set forth in GHMC § 1.16.010~~ a civil infraction subject to a maximum penalty of Fifty Dollars (\$50.00). The municipal court may, in lieu of all or part of the penalty authorize the violator to provide up to eight (8) hours of community service.

Section 3. 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 4. 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 _____, 200__.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

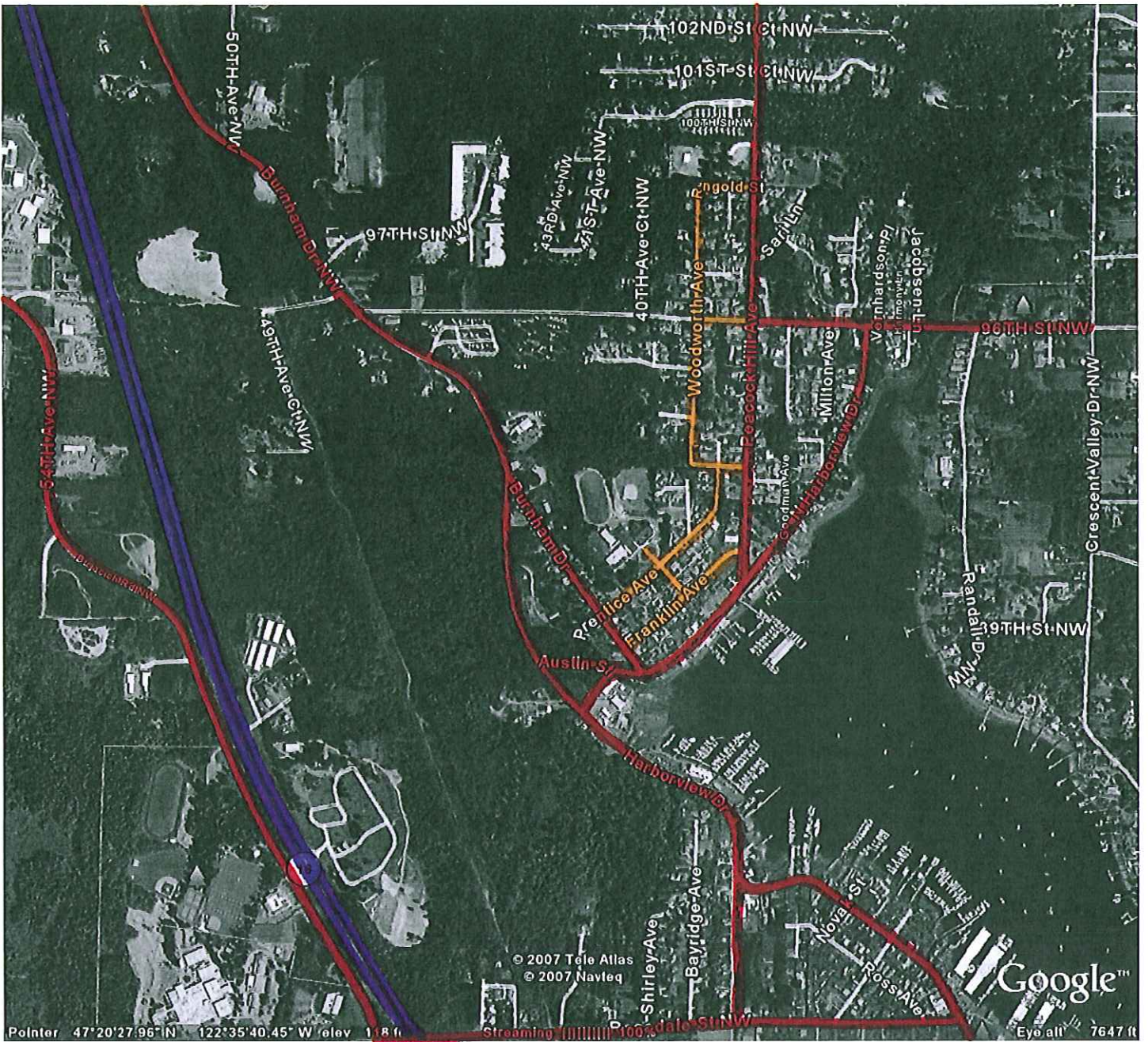
ATTEST/AUTHENTICATED:




By: _____
MOLLY TOWSLEE, CITY CLERK

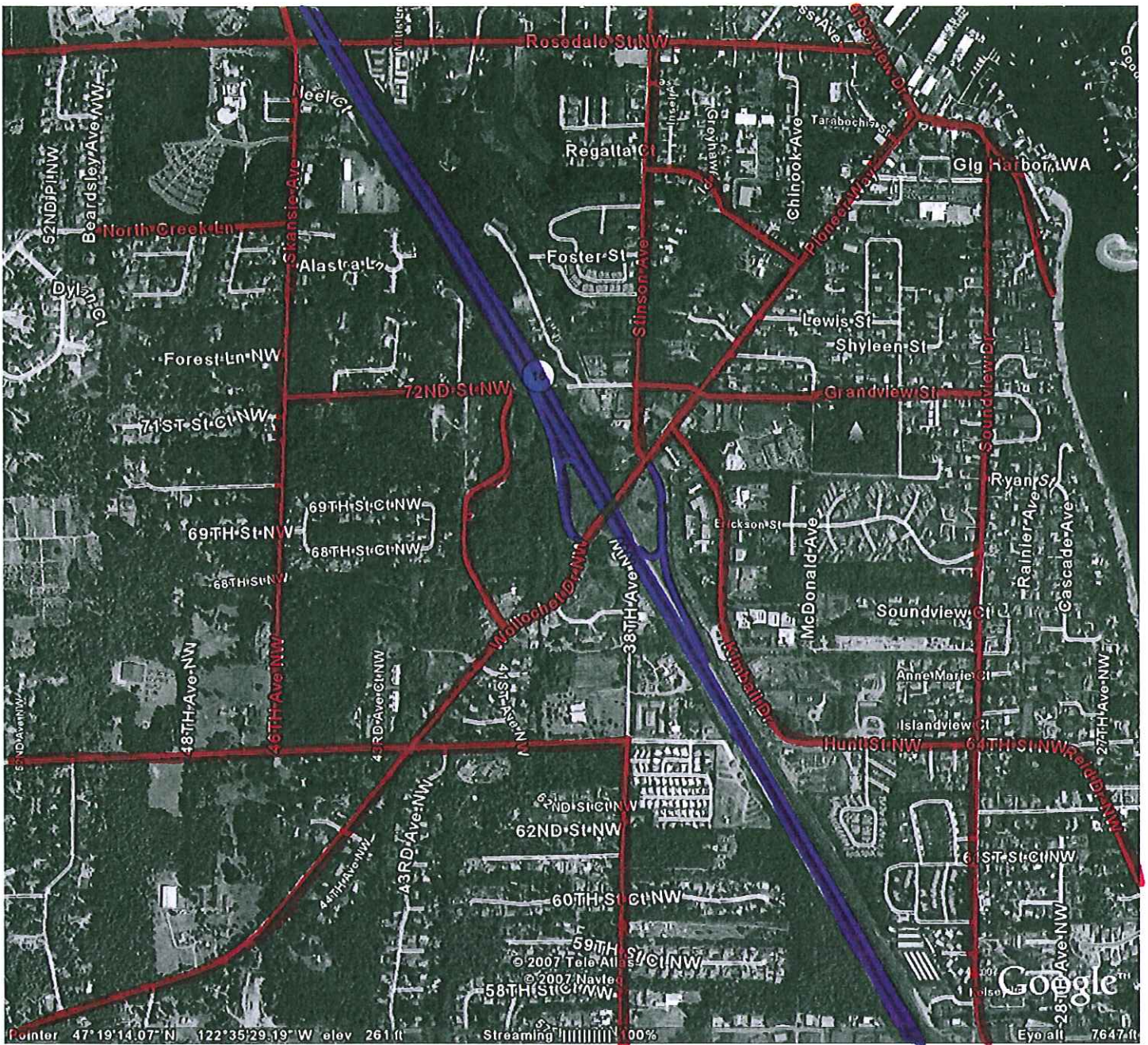
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 07/18/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

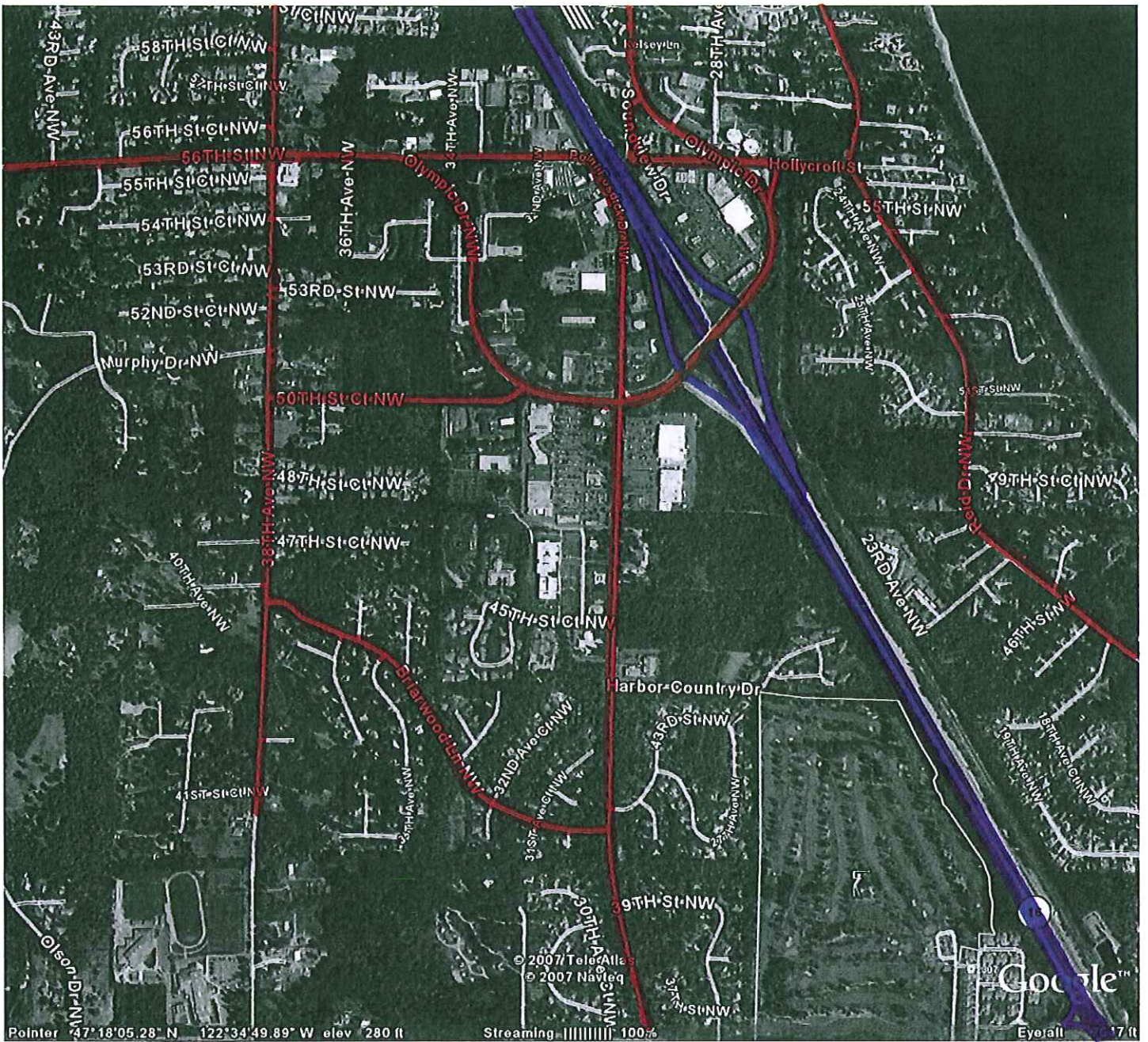


-  "Striped streets"
-  SR-16
-  Faded "striped streets"



■ "striped streets"

■ SR-16



■ "striped streets"

■ SR-16



**Business of the City Council
City of Gig Harbor, WA**

Subject: Gig Harbor city Parks
Lighted Materials Ordinance

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: August 13, 2007

Adopt the ordinance at this second reading.

Exhibits:

Initial & Date

Concurred by Mayor:

CSA 8/2/07

Approved by City Administrator:

ROK 8/2/07

Approved as to form by City Atty:

CAM 8/2/07

Approved by Finance Director:

DR 8/2/07

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

This ordinance seeks to further enhance public health and safety in all Gig Harbor city parks by establishing a ban on all lighted materials in city parks. This ordinance was drafted as the result of the Gig Harbor Parks Commission recommendation that a ban on smoking in all city parks be considered and enacted to ensure that our public spaces are healthy and available for everyone. The Commission voted and passed a recommendation to this effect. As a result of their recommendation, this ordinance was drafted in order to facilitate a City Council decision on the mater.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Gig Harbor Parks Commission suggested such an ordinance be drafted.

RECOMMENDATION / MOTION

Move to: Adopt Gig Harbor City Parks Lighted Materials Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIRES AND LIGHTED MATERIALS IN ALL CITY PARKS, PROHIBITING SMOKING IN CITY PARKS, RESTRICTING THE STARTING OF FIRES IN CITY PARKS TO SPECIFICALLY DESIGNATED AREAS, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, lighted material in parks, including cigarettes, cigarette butts, cigars, cigar butts and other lighted materials, all of which pose a risk of fire or other damage to public facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's parks are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of passive smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor;

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

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

Chapter 9.24 PARKS

9.24.010 Fires. It is unlawful to build any fires in any park except in areas designated by the Director of Operations. Campfires, including those used for cooking as well as existing or personal barbecues may only be used, built or assembled in areas designated by the Director of Operations. Matches and/or lighters may only be used to light campfires or barbecues in these designated areas. The Director of Operations shall post signs in appropriate locations advising patrons of this section.

9.24.020 Lighted material in city park property prohibited. It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other material or to throw any lighted tobacco, cigars, cigarettes, matches or other lighted material, on or within any city park, including without limitation any shelters or other structures located in such parks; provided, a person may safely dispose of cigarette and cigar smoking materials in a trash receptacle designed for such purpose if such trash receptacle is placed within a park. The Director of Operations shall post signs in appropriate locations advising patrons of this section.

9.24.030 Penalties. Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3, and, notwithstanding penalty provisions set forth in other provisions of this chapter, shall not be construed as a misdemeanor.

Section 2. 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 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 Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 200_.

CITY OF GIG HARBOR

CHUCK HUNTER, 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. _____

Gig Harbor Parks: Lighted Materials Ordinance

Policy Paper
Recommendation
City of Gig Harbor

History

In an effort to facilitate a healthy environment for all citizens, the State of Washington has passed and enforced a ban on smoking in all indoor public places. This ban also pertains to all entrances and exits, safeguarding a 25 foot radius. While this state ban is currently the strictest in the nation, many municipalities throughout the country are considering the further expansion of their smoking restrictions so as to further safeguard the general public, especially children, from the risks associated with smoking and secondhand smoke. It has been suggested that a ban on smoking in all city parks in the City of Gig Harbor, should be considered so as to ensure that our public spaces are healthy and available for everyone.

While the ban on indoor smoking was met by some opposition, the law has been accepted by the general public. Enforcing a smoke free environment in all public buildings, restaurants, businesses and work places has proved to be relatively simple to enforce. Voluntary compliance on the part of the majority of Washingtonians has illustrated that not all laws require enforcement by the police. While there are strict fines for smokers and businesses that allow smoking, the threat of such fines is enough to ensure that the law is observed.

The City Parks Commission has explored this issue and is in favor of a smoking ban in all City of Gig Harbor parks. They voted and passed a recommendation to this effect. As a result of their recommendation, this ordinance and paper was drafted in order to inform and facilitate a City Council decision on the matter.

Research and Analysis

The expansion of smoking laws and ordinances has been considered by cities across the United States. In California, cities such as San Francisco, Sacramento, Beverly Hills, Carson, Davis, El Monte, Huntington Beach, Los Angeles, Malibu, Pasadena, Redondo Beach and Santa Monica have enacted restrictions on outdoor smoking. (City of San Francisco, sfgov.org) Bans on smoking are common and enforced on school and hospital grounds. The Peninsula School District bans smoking on all district property and the

Franciscan Health System also bans all smoking on hospital lands. Most if not all schools and hospitals throughout the country also have bans.

Here in Washington State the cities of Mill Creek and Puyallup both have enacted smoking ordinances in one or more of their parks. Mill Creek has an ordinance on the books restricting smoking in their Sports Park, which includes ball fields and a skate park.

City of Mill Creek Park Smoking ban ordinance

12.12.165 Smoking and tobacco use prohibited.

Smoking and tobacco use are prohibited in the Mill Creek Sports Park. (Ord. 2006-638 § 1)

12.12.170 Violation – Penalty.

Any violation of or any failure to comply with any of the A. provisions of this chapter in which no penalty is otherwise specified shall constitute a civil infraction as contemplated by RCW 7.80.120 and any person convicted thereof may be punished by a civil fine or forfeiture in the sum of \$100.00.

Payment of the civil fine within 24 hours of the issuance of the B. notice of infraction issued under this chapter shall reduce the amount of the fine owing by 50 percent. (Ord. 2006-638 § 3; Ord. 2003-569 § 1)

According to the Police Chief of Mill Creek, Bob Crannell, and the Parks Director for the City of Puyallup, Ralph Dannenberg, the ordinances banning smoking in the park(s) are complied with voluntarily by the public. Mr. Dannenberg even stated that he was “very surprised at how well it is working.” It seemed that he, at first, was skeptical of the smoking ban concept but that the issue of enforcement has taken care of itself. The Mill Creek Police Chief however, was not as enthusiastic but rather diplomatic when discussing the issue concerning restrictions on smoking in the city’s Sports Park.

The City of Puyallup has taken on the issue of smoking for all of its city parks. However, when the ordinance against smoking was first suggested, both the public and the media worked the issue into a frenzy. Ralph Dannenberg recalls being invited onto every radio station “between here and Vancouver.” The public wanted to know why the city was pushing this issue. The city cited research on secondhand smoke and also pointed out that smoking invites an atmosphere which is not beneficial for children. The City of Mill Creek also cited this concern as the reason for the ban in their Sports Park, which sees large groups of kids after school, on the weekends and during the summer months.

The City of Puyallup also cited its concerns with respect to brush and forest fires. As is the case here in the harbor during the summer, the City of Puyallup desired to safeguard its parks from the threats of fire, which often start as a result of a

cigarette being discarded on the roadside, in bushes or in garbage cans. With the increasing growth rate of the city's population and the number of people who visit the parks, the risk of fire as the result of a careless visitor increases.

With all the controversy surrounding the proposed ban, the City of Puyallup decided to take another approach to the issue. Rather than ban "smoking" the city decided to ban "lighted materials" in the parks.

9.20.195 Lighted material in city park property prohibited.

It is unlawful for any person to smoke cigars, cigarettes, tobacco, or other material or to throw any lighted tobacco, cigars, cigarettes, matches, firecrackers, or other lighted material, on or within any city park, including without limitation any shelters or other structures located in such parks; provided, a person may dispose of smoking materials in a receptacle designed for such purpose if such item is placed within a park. Enforcement officers shall make a good faith effort to warn persons observed to be in violation of this section before issuing a violation notice. The director shall post signs in appropriate locations advising patrons of this section. Failure to comply with this section shall constitute a civil violation, subject to the procedures and penalties contained in Chapter 1.03 PMC, and, notwithstanding penalty provisions set forth in other provisions of this chapter, shall not be construed as a misdemeanor. (Ord. 2840 § 2, 2005).

This in conjunction with their ban on fireworks and firearms constitutes the elimination of all lighted materials in their parks. The city however does allow, as is the case here in Gig Harbor's City Park, cooking fires in designated areas.

9.20.190 Fires.

It is unlawful to build any fires in any park except in areas designated by the parks director. Campfires, including those used for cooking and in barbecues, can be built only in areas designated by the parks director. (Ord. 2840 § 2, 2005; Ord. 2105 § 2, 1986; Ord. 1733 § 4, 1978).

The voluntary compliance of the public, according to both the Police Chief of Mill Creek and the Parks Director of Puyallup is what makes this program and ordinance possible. As is the case with such laws as bike helmets, littering, J-walking and even speeding, what makes these laws possible to enforce is the public's voluntary compliance. While our police department does enforce these laws on occasion, the majority of the public complies with the laws and ordinances regulating these activities simply out of respect for the rule of law. Others comply out of the fear of punishment, either monetary or otherwise.

The Gig Harbor Police Department has raised concerns about this possible legislation. Is it a good use of police resources? What enforcement will be

involved? While there is some support among officers for a smoking ban in the Skate Park, it is apparent that many see enforcement of such a ban as a drain on police resources and manpower. Their concerns relate to the feasibility of enforcement and the fact that they could become "the smoking police." Many in the Police Department expressed that they have larger, more serious issues to deal with such as the growing graffiti problem, not to mention their calls and case loads which are already part of the job. Police Chief Mike Davis and all the officers articulated their opinions and suggestions concerning a proposed smoking ban but also affirmed their commitment to upholding the rule of law as stipulated by the Council.

Both the Police Chief of Mill Creek and the Parks Director of Puyallup reported that the number of citations and telephone calls launching smoking complaints were negligible. Since the start of the smoking/lighted materials bans in city parks, there have been few problems with enforcement. The initial warnings, informational patrols and enforcement resulted in widespread compliance. Gig Harbor should expect the same outcome in the event that this ordinance becomes law.

Ordinance Proposal

The ordinance which has been proposed by City Staff follows the general form of the Puyallup ordinance. In eliminating all lighted materials, except for fires in designated cooking areas, the city will improve both the environment in the parks as well as preventing the risk of brush and forest fires. Our parks should be a safe and healthy environment for all city residents and visitors. This ordinance will do just that.

Proposed Gig Harbor Park Ordinances

9.24.010 Fires. It is unlawful to build any fires in any park except in areas designated by the Director of Operations. Campfires, including those used for cooking and in barbecues, may only be built in areas designated by the Director of Operations.

9.24.020 Lighted material in city park property prohibited. It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other material or to throw any lighted tobacco, cigars, cigarettes, matches or other lighted material, on or within any city park, including without limitation any shelters or other structures located in such parks; provided, a person may dispose of cigarette and cigar smoking materials in a receptacle designed for such purpose if such item is placed within a park. Enforcement officers shall make a good faith effort to warn persons observed to be in violation of this section before issuing a violation

notice. The Director of Operations shall post signs in appropriate locations advising patrons of this section. Failure to comply with this section shall constitute a civil infraction, subject to the procedures and penalties contained in GHMC § 1.16.010, and, notwithstanding penalty provisions set forth in other provisions of this chapter, shall not be construed as a misdemeanor.

In addition to the gained benefits in safety and environment for visitors, this measure also helps cut down on littering. In the case of the skate park there is a safety issue which accompanies the littering aspect of lighted materials. Cigarette butts can cause injury, in that if cigarette butts are in the skate bowl, skaters may run over them, causing them to trip, resulting in serious injury. The safety and health of the visitors in our city parks should be our top priority.

If the ordinance under consideration is passed, the city will need to erect signs and have an initial education period prior to enforcement so as to inform the public. After this initial period, it can be expected that, similar to the cities of Mill Creek and Puyallup, the smoking ordinance will largely be complied with voluntarily. The fines for a violation of the proposed ordinance would be that of a Civil Infraction as identified in the Gig Harbor Municipal Code Chapter 1.16.

The City of Gig Harbor is a wonderful place for families and this proposed parks ordinance ensures that all our city facilities are family friendly environments. Not only does this ordinance ensure that the parks provide children, visitors and residents with a healthy, safe and clean area for recreation; it eliminates the possible threats associated with lighted materials during the summer months and throughout the year. Our community prides itself on being a "healthy harbor". This ordinance addresses this important issue and ensures that our city parks are healthy and available for everyone to enjoy.



City of Gig Harbor
Parks Commission Meeting Minutes
March 7, 2007 @ 5:30 p.m.

CALL TO ORDER/ROLL CALL: Ken Malich called the meeting to order at 5:30 p.m. Roll was taken.

PRESENT: Commissioners Peter Hampl, Ken Malich, Michael Perrow, Nick Tarabochia and Jacquie Goodwill were present. City Staff included David Brereton, Rob Karlinsey and Terri Reed.

APPROVAL OF MINUTES: Tabled to next meeting due to draft of minutes from the February 7, 2007 meeting not being available.

OLD BUSINESS:

Skate Park

The recommendations presented by Saul Fortunoff at the February 7, 2007 Parks Commission meeting were reviewed. They included:

- Smoking ban
- Signage
- Committee to take care of the park

Dave Brereton explained that the video surveillance system is currently being researched and will then be purchased and installed around the skate park, hopefully before June.

Jacquie Goodwill will send a letter of appreciation to Saul Fortunoff for sharing his skate park experience with the Commission.

Michael Perrow suggested that we invite the public to a Parks Commission meeting after we have a date for the camera installation.

Parks Appreciation Day (April 28, 2007)

Michael Perrow distributed postcards and posters for Parks Appreciation Day. A list of parks that will be having projects assigned needs to be submitted to Metro Parks for the News Tribune ad before March 15th. Nick Tarabochia will be assigned to Donkey Creek instead of Harborview Street End.

The Commission decided to distribute water bottles instead of giving out t-shirts to the volunteers. Jacquie Goodwill will take care of ordering water bottles through CenturyTel.

Names and addresses should be forwarded to Terri Reed for additional sponsor letters.

Rob Karlinsey asked the Parks Commission to review a City newsletter draft that will be going out soon since it includes park information. This will be sent by email. Parks Appreciation Day will also be mentioned in the newsletter.

NEW BUSINESS:

Future Estuary Park Project

Rob Karlinsey explained that the naming of parks in the downtown area should be referred to the Historical Society for a recommendation to Council.

Parks outside the downtown area should be referred to the Parks Commission for recommendation. The Commission discussed some suggestions that could be considered for the name of the new park on the west side of the City. This subject will be discussed at the next Parks Commission meeting.

Donkey Creek Daylighting

Ken Malich mentioned that a Council member asked him if the Parks Commission would consider sending letters of support for federal money for the daylighting of Donkey Creek.

MOTION: Move to submit a letter of support for the Donkey Creek Restoration Project to Norm Dicks, Maria Cantwell and Patty Murray.

HAMPL / PERROW – unanimously approved.

Rob Karlinsey explained the concept proposed for Donkey Creek. Rob reviewed the ideas being considered and mentioned that it proposes to close North Harborview Street and re-route traffic to Austin Street.

Smoking Ban in City Parks

Michael Perrow and Jacquie Goodwill contacted some Council and Commission members about the idea of banning smoking in City parks. Michael also did some research on other City's policies on smoking in parks.

MOTION: Move that the Parks Commission request the City investigate the banning of all tobacco products in all City parks.

HAMPL / PERROW

Two in favor, Malich, Goodwill, Tarrabochia voted no

MOTION AMENDED: To ban smoking in all City parks.

Tarabochia / Malich

One in favor, Malich, Goodwill, Hampl, Perrow voted no

Dave Brereton suggested to the Commission members that they research the processes other cities have used to get their smoking ban ordinance adopted.

MOTION: Move that we ban smoking in Gig Harbor city parks and recommend that the City give the Commission feedback on this issue.

Tarabochia / Goodwill

Four in favor, Malich voted no

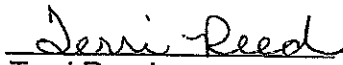
PUBLIC COMMENT: None

NEXT MEETING: Wednesday April 4, 2007 at 5:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:00 p.m.
Tarabochia / Hampl – unanimously approved.

Respectfully submitted,


Terri Reed



City of Gig Harbor
Parks Commission Meeting Minutes
April 18, 2007 @ 5:30 p.m.

CALL TO ORDER/ROLL CALL: Ken Malich called the meeting to order at 5:35 p.m.
Roll was taken.

PRESENT: Commissioners Peter Hampl, Ken Malich and Michael Perrow were present. City Staff included David Brereton, Steve Misiurak, Matthew Keough and Terri Reed.

APPROVAL OF MINUTES: The Commission members reviewed the minutes of the February 7, 2007 and March 7, 2007 meetings.

MOTION: Move to approve the February 7, 2007 and March 7, 2007 meeting minutes as presented.
Hampl / Perrow - unanimously approved.

OLD BUSINESS:

Westside Park

• **Master Plan Options**

Colie Hough-Beck with Hough Beck & Baird and Gus Garcia with HDR Engineering presented two conceptual master plans for Westside Park. They explained the details and differences in the plans and the constraints of the property. Questions and comments were taken from the Parks Commission and the public. Plan B was the preferred layout for the new park.

Jim Pasin, 3212 50th Street Ct., #104, provided public comment on the following issues:

- Believes the park name should be Westside Neighborhood Park
- Would like it to be kept a neighborhood park and not for recreational sports
- Would like more shelters installed
- Preferred Plan B, in order to stay away from retaining walls
- Would like there to be a buffer between the park and the neighborhood
- Would like to retain as many trees as possible
- Sewer easement location

• **Park Name**

This item was tabled until the May Parks Commission meeting, at which time the process for naming parks will be discussed.

Parks Appreciation Day (April 28, 2007)

Details for coordinating Parks Appreciation Day were discussed.

Smoking Ban in City Parks

A memo from Chief Mike Davis was distributed to the Commission. The memo provided some information from Mill Creek's Police Chief and their experience with a smoking ban in parks which they don't believe is effective.

Peter Hampl mentioned that he had discussed the smoking ban with Puyallup's Parks Director and said that the feedback was positive.

MOTION: Move to submit to Council Committee regarding an ordinance regulating lighted material in City parks for their review.

Hampl / Perrow – two in favor, Malich voted no.

NEW BUSINESS:

Arts Commission Presentation

Betty Willis, Vice-Chair of the Arts Commission, made a presentation about a bronze Cormorant statue that is being offered as a donation to the City to be placed in a park. The Arts Commission has chosen a location in the planting area at Skansie Park.

MOTION: Move that the Parks Commission concurs with the Arts Commission to accept and place the Cormorant statue at Skansie Park.

Perrow / Hampl – unanimously approved.

Park Updates

Dave Brereton gave brief updates on activities at some of the City parks.

Life Jacket Program

Dave Brereton explained that the City isn't going to be able to implement this program due to liability issues.

City of Gig Harbor
Parks Commission Meeting Minutes
April 18, 2007 @ 5:30 p.m.
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PUBLIC COMMENT:
None

City of Gig Harbor
Parks Commission Meeting Minutes
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City of Gig Harbor
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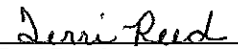
NEXT MEETING: Tuesday, May 8th @ 5:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:45 p.m.

Hampf / Malich – unanimously approved.

Respectfully submitted,


Terri Reed



**Business of the City Council
City of Gig Harbor, WA**

Subject: Second Reading of three ordinances adopting text amendments recommended in Phase 1c of the Design Review Process Improvements Initiative (ZONE 07-0026, 07-0027 and 07-0028)

Proposed Council Action: Adopt ordinances at second reading.

Dept. Origin: Community Development

Prepared by: Jennifer Kester
Senior Planner *JK*

For Agenda of: August 13, 2007

Exhibits: Three Ordinances, Zone Transition Examples, Minutes of Joint Planning Commission and DRB meetings, Administrative Interpretation

Initial & Date

Concurred by Mayor: *CLH 8/7/07*
Approved by City Administrator: *RJK 8/7/07*
Approved as to form by City Atty: *Cam 8/7/07*
Approved by Finance Director: *DF 8/7/07*
Approved by Department Head: *Drew 8/2/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council's consideration are three draft ordinances, which if approved, will adopt the recommendations identified in Phase 1c of the Design Review Process Improvements Initiative.

Since the first reading, the staff has development^{ed} a table of required buffer widths when a parcel is subject to zone transition standards. The table is a sampling of the most common zone transition situations.

The three ordinances will make the following amendments:

- 1) Define what is considered a quorum for DRB meetings related to certified local government activities and define what is considered a quorum for DRB project review meetings.
- 2) Require that zone transition dense vegetative buffers be entirely located on the parcel being developed.
- 3) Amend the measurement for calculating the average building height for zone transition development standards to be consistent with the intent of the Design Manual and measurement for calculating average building footprint.

- 4) Amend the architectural requirements in the Design Manual so that those requirements related to long, low wall planes and horizontal wall shifts apply to prominent facades only.

The Planning Commission held a public hearing on the proposed ordinances on June 7, 2007. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinances. Copies of the minutes for the two (2) Planning Commission meetings which these amendments were discussed are attached. These amendments are the final amendments of Phase 1.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

Staff/Planning Commission Analysis:

The proposed text amendments for Phase 1c of the Design Review Process Improvement Initiative consist of three ordinances:

1. **DRB Quorum:** The following process problems and improvements related to the DRB meeting quorums have been identified:

Identified Problem:

As the DRB also serves as the City's Historic Preservation Board, the DRB must include two members with experience in historic preservation. These board members are required to attend meetings related to historic preservation, but may choose to opt-out of project review meetings. As a seven member board, the current code states that a quorum consists of majority of all members: 4 members for all meetings. If one historic preservation member is absent, 4 of the 6 other members must attend a project review meeting. If both historic members opt-out, 4 of the 5 remaining members must attend. This situation puts a significant burden on the 5 members who should attend all historic and project review board meetings.

Proposed Process Improvement:

Amend the quorum requirements so that for historic preservation meetings a majority of all members constitutes a quorum; for project review meetings, those members which are allowed to opt-out would not be included in the majority calculation.

2. **Zone Transition Update:** The following process problems and improvements related to zone transition standards have been identified:

Identified Problems:

- A) At the December 11, 2006 City Council meeting, the Council approved an easement which allowed a portion of a 40 foot wide zone transition buffer required for an office building development to be located on an adjacent residentially zoned parcel of land. The City Council raised concerns regarding the use of an easement to satisfy the

requirement for a zone transition buffer. The Council requested staff to develop alternatives that would preclude the future use of easements on abutting property. As a result, an administrative interpretation was issued by the Planning Director on January 3, 2007.

- B) The 2004 update of the Design Manual changed the way in which the average building footprint and building height was measured for buildings subject to zone transition standards. The intent was to use the same buildings for measurement of height and footprint. Shortly after the adoption of the new manual, staff discovered that the measurements for average building footprint and average building height were not consistent. In fact, staff found that the intent statement in the new manual desired consistency in measurement, but the standards did not fulfill the intent: *“All buildings in the opposing zone within 200 feet of the subject site should be identified to determine average height and average footprint.”* The height measurement is based on any building on an adjacent parcel in the opposing zone, even if it is 1000 feet away.

Proposed Process Improvement:

- A) Codify administrative decision that requires the location of zone transition buffer on the site that is developing.
- B) Amend 17.99.190(A and B) so that the measurements for the average building footprint and average building height are consistent with each other and meet the intent of the zone transition standards.

3. Prominent Facades: The following process problems and improvements related to prominent façade requirements have been identified:

Identified Problem:

The 1996 version of the Design Manual required that only prominent facades comply with the standards for long, low wall planes (GHMC 17.99.380(A)) and horizontal wall shifts (GHMC 17.99.380(B)(1)). The 2004 update of the Design Manual requires that all wall planes meet the long, low wall plane and horizontal wall shift requirements, no matter their visibility. Staff cannot find any documentation to justify the change; nor can DRB members which were involved in the 2004 update recall the reason for the change. These shift standards, as applied in the current code, require shifts in walls not seen by customers, clients and not visible from public rights-of-way. These standards prove difficult for applicants designing buildings with service areas and functional issues which might require non-shifted walls.

Proposed Process Improvement:

Amend the long, low wall plane and horizontal shift requirements so that they apply to prominent facades only.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on June 27, 2007, for the zone transition update and prominent facades amendments. The appeal period ended on July 18, 2007 and no appeals were filed. The City's SEPA Responsible Official issued a determination that the DRB Quorum amendment is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending adoption of the three ordinances. The Design Review Board members are invited to attend and participate in the Planning Commission meetings on the Design Review Process Improvements Initiative. Those members present at the meeting related to these ordinances are in support of the amendments.

RECOMMENDATION / MOTION

Move to: Adopt ordinances at second reading.

Zone Transition Buffering Examples

Developing Parcel

Adjacent Parcel

Example 1

Zoning	RB-2	R-1
Use	Office	Single-family plat
Required Buffer	40 feet zone transition buffer	25 feet residential buffer

Example 2

Zoning	RB-1	R-1
Use	Office	Single-family home
Required Buffer	40 feet zone transition buffer	setback area only

Example 3

Zoning	B-2	R-1
Use	Office	Single-family home
Required Buffer	40 feet zone transition buffer	setback area only

Example 4

Zoning	B-2	RB-2
Use	Retail	Apartment Building
Required Buffer	40 feet zone transition buffer	setback area only

Example 5

Zoning	C-1	R-1
Use	Retail	Single-family plat
Required Buffer	40 feet zone transition buffer	25 feet residential buffer

Example 6

Zoning	PCD-BP	RLD
Use	Light Industrial	Single-family plat
Required Buffer	40 feet zone transition buffer, plus 110 foot building setback for a total of 150 feet	25 feet residential buffer

Example 7

Zoning	RB-2	R-1
Use	Apartment building	Single-family plat
Required Buffer	40 feet zone transition buffer	25 feet residential buffer

Note: Requirement for 40-foot dense vegetative buffer for zone transition does not apply in height restriction area

Setback Area Only: A vegetative buffer is not required in this situation. The required setback width is dependent on the type of yard: front, rear, side. Setback areas are required to be landscaped at a density less than a buffer.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO LAND USE AND ZONING, DEFINING WHAT
CONSTITUTES A QUORUM FOR DESIGN REVIEW BOARD
MEETINGS RELATED TO CERTIFIED LOCAL GOVERNMENT
ACTIVITIES AND DEFINING WHAT CONSTITUTES A QUORUM FOR
PROJECT REVIEW MEETINGS BY THE DRB; AMENDING SECTION
2.21.060 OF THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, the Design Review Board serves two functions for the city: as the City's historic preservation board to perform certified local government activities and as the City's board to review those projects which do not meet the specific requirements of chapter 17.99 GHMC, the Design Manual; and

WHEREAS, the Design Review Board consists of seven board members, two of which are appointed for their experience and knowledge of historic preservation, as defined GHMC 2.21.020(B)(6); and

WHEREAS, those two historic preservation members are required to attend all meetings related to certified local government activities, but may choose not to attend meetings related to Design Manual project review, as allowed by GHMC 2.21.020(B)(6); and,

WHEREAS, the current quorum requirement does not distinguish between certified local government meetings and Design Manual project review meetings and therefore requires four of the seven members to be present at all meetings to conduct business; and,

WHEREAS, if the historic preservation members choose to not attend meetings related to Design Manual project review, four of the five remaining members must attend the meetings to conduct business; and,

WHEREAS, the City desires to amend the quorum requirements to distinguish between the two types of meetings the Design Review Board conducts and acknowledge the allowance for the historic preservation members to opt-out of project review; and,

WHEREAS, the City's SEPA Responsible Official has determined that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 7, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on July 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Subsection 2.21.060(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

2.21.060 Organization.

The city's design review board shall be organized as follows:

* * *

B. Quorum. No business shall be conducted without a quorum at the meeting. ~~A quorum shall exist when the meeting is attended by a majority of the appointed members of the DRB, which may include the chairman.~~

1. Certified local government meetings pursuant to Chapter 17.97 GHMC. A quorum shall exist when the meeting is attended by a majority of the appointed members of the DRB, including all historic preservation members as defined in GHMC 2.21.020(B)(6).

2. Project review meetings pursuant to Chapter 17.98 GHMC. A quorum shall exist when the meeting is attended by a majority of the appointed members of the DRB, excluding historic preservation members as defined in GHMC 2.21.020(B)(6).

* * *

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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 _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REQUIRING ZONE TRANSITION DENSE VEGETATIVE BUFFERS BE ENTIRELY LOCATED ON THE PARCEL BEING DEVELOPED; AMENDING THE MEASUREMENT FOR CALCULATING THE AVERAGE BUILDING HEIGHT FOR ZONE TRANSITION DEVELOPMENT STANDARDS TO BE CONSISTENT WITH THE INTENT OF THE SECTION AND THE MEASUREMENT FOR CALCULATING AVERAGE BUILDING FOOTPRINT; AMENDING SECTION 17.99.180 AND 17.99.190 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Council recently raised concerns regarding the use of an easement to satisfy the requirement for a zone transition buffer on adjacent parcels; and,

WHEREAS, an administrative interpretation was issued by the Planning Director on January 3, 2007 which requires all zone transition buffers to be entirely located on the developing parcel which created the need for the buffer; and,

WHEREAS, the City desires to amend the Design Manual to require that applicants satisfy all zone transition buffer standards on his/her parcel so that staff does not need to rely on an interpretation and can enforce the code; and,

WHEREAS, the current Design Manual section on zone transition development standards has the following intent statement: All buildings in the opposing zone within 200 feet of the subject site should be identified to determine average height and average footprint; and,

WHEREAS, in the specific requirements of the zone transition development standards, the measurement for calculating average building height is not consistent with the intent statement as the average height measurement is based on all buildings on all adjacent parcels in the opposing zone; and,

WHEREAS, the average building height is used to calculate the allowed height of any proposed building subject to the zone transition development standards; and,

WHEREAS, the City desires to amend the measurement for calculating average building height to be consistent with the intent statement of the zone transition development standards and be consistent with the measurement for average building footprint; and,

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on June 7, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on June 27, 2007 pursuant to WAC 197-11-350, which was not appealed; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 7, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on July 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.99.180 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.180 Zone transition buffering standards.

Substantially separate and shield opposing zones located outside the height restriction area with a minimum 40-foot dense vegetative buffer.

Buffering between zones in parcels outside the height restriction area defined in Chapter 17.62 GHMC shall include a dense vegetative buffer of 40 feet or more unless the zone transition development standards of GHMC 17.99.190 are complied with. The dense vegetative buffer shall be entirely located on the parcel being developed.

In situations where the subject site is located in the height restriction area, the development standards of GHMC 17.99.190 shall apply:

Section 2. Section 17.99.190 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.190 Zone transition development standards.

In situations where zone transition buffering standards cannot be achieved or where zone transitions occur within the height restriction area, the following development standards shall apply:

A. Limit building footprint to the average size of building footprints in the opposing zones.**

Building footprints shall be no larger than the average footprint size ~~on~~ of all buildings in opposing zones located within 200 feet of the subject site and that are on parcels ~~that are~~ contiguous to the transition zone boundary (accessory structures, e.g., sheds and garages, may be excluded from this calculation).

B. Limit building height to the average height of buildings in opposing zones.**

Building height shall be no taller than the average building height ~~on~~ of all ~~parcels~~ buildings in opposing zones (including code allowed height on vacant parcels) ~~that are~~ located within 200 feet of subject site and that are on parcels contiguous to the transition zone boundary. Structures may step up to a greater height (not to exceed maximum height limits) if the taller portions are stepped back at least 1.25 feet for every increased foot of height. In this context, structures shall be measured from the average finished grade along the side of the building facing the opposing zone to the highest point on the roof.

* * *

** The design review board may recommend alternative measures of complying with this standard under the provisions of the alternate zone transition standards in GHMC 17.99.200.

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

Section 4. 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 _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO LAND USE AND ZONING, AMENDING THE DESIGN
MANUAL SO THAT THOSE REQUIREMENTS RELATED TO LONG,
LOW WALL PLANES AND HORIZONTAL WALL SHIFTS APPLY TO
PROMINENT FACADES ONLY; AMENDING SECTION 17.99.380 OF
THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, the 1996 version of the Design Manual required that only prominent facades comply with the standards for long, low wall planes (GHMC 17.99.380(A)) and horizontal wall shifts (GHMC 17.99.380(B)(1)); and

WHEREAS, in the current code, based on the 2004 update of the Design Manual, all wall planes are required meet the long, low wall plane and horizontal wall shift requirements, no matter the wall plane's visibility; and

WHEREAS, these shift standards, as applied in the current code, require shifts in walls not seen by customers and clients or not visible from public rights-of-way; and

WHEREAS, these wall plane standards prove difficult to comply with for applicants designing buildings with service areas and functional issues which might require non-shifted walls; and

WHEREAS, neither staff nor DRB members which were involved in the 2004 update can find documentation to justify the increased architectural standard; and

WHEREAS, the City desires to apply these long, low wall plane and horizontal shift requirements to prominent facades only; and,

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on June 7, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on June 27, 2007 pursuant to WAC 197-11-350, which was not appealed; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 7, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on July 23, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Subsections 17.99.380(A) and (B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.380 Mass and scale.

The following standards are applicable to all nonresidential and multifamily residential development. Their purpose is to break large structures down into smaller building modules and ensure that each module's proportions are consistent with the existing pattern of development in Gig Harbor.

A. Avoid long, low wall planes (IBE).

Prominent facades shall have no wall plane wider than two and one-half times the height of the wall plane. If a new wall plane is required to achieve compliance with this requirement, it must be offset by at least six feet.*

**Note: Porches, porticos and similar unenclosed projections do not affect the height/width ratio of the wall plane from which the unenclosed structure projects.*

B. Provide substantial shifts in walls and roof surfaces. (IBE)

Wall and roof surfaces shall be broken down into smaller planes using substantial shifts in building footprints which result in substantial shifts in roof lines, as follows:

1. Horizontal shift

No portion of a prominent facade may exceed 80 feet in length without a shift in the building footprint measuring one-tenth of the facade length. This shift may be broken down into smaller shifts of at least six feet each. Horizontal shifts, when required, shall be reflected by a shift alteration in the roof design. To assure that footprint shifts are distributed across the building facade, shifted wall planes shall have a width proportion of between one-to-one and three-to-one the width of adjacent wall planes on the same facade.

2. Vertical shift

No single run of ridge, cornice or fascia (excluding eave overhang) shall exceed 80 feet without a five-foot transition in height. Cupolas and similar minor projections above roof lines do not meet the vertical shift requirement.

* * *

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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 _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
May 17th, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Jill Guernsey, Jeanne Derebey, Theresa Malich and Harris Atkins. Board members John Jernejcic, Darrin Filand and Rick Gagliano were present. Staff present: Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:30 p.m.

APPROVAL OF MINUTES:

The minutes were not prepared as of the meeting date. They will be voted on at the next meeting.

OLD BUSINESS

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Zoning Code Text Amendment amending the complete design review application requirements and design review procedures (ZONE 07-0023)

Senior Planner Jennifer Kester stated that the Design Review Board had recommended approval of this draft ordinance. Additionally, she pointed out that Rick Gagliano had suggested that the wording of “site layout plan” be changed.

Darrin Filand suggested that perhaps the wording should be schematic site plan. Jeanne Derebey asked if perhaps schematic layout plan would work better. John Jernejcic said he would rather keep it as site layout. It was agreed that it should say site layout and drop the word site within the description.

Chairman Theresa Malich asked about page 10 where it references the historic register and asked whether that designation prevents a structure from being used as something else if the zone were to change. Ms. Kester stated that a structure on the historic register could change use; however, they would have to obtain a certificate of appropriateness in order to change the exterior.

MOTION: Move to forward a recommendation of approval to the City Council with the change of the wording to site layout. Pasin/Derebey – Motion carried unanimously.

Rick Gagliano arrived at 5:45.

NEW BUSINESS

2. **Design Review Process Improvements – Batch 1c** – Discussion of the third batch of proposed amendments in Phase 1.

DRB Quorum

Ms. Kester went over the current problem with the way the quorum is currently handled. She stated that she had spoken with the City Attorney who had suggested that the quorum be different dependent upon which kind of meeting is being held. For a Historic Preservation meeting it would be the majority of the members of the DRB. Project review meetings would require a majority of the appointed members of the DRB excluding the CLG members. She noted that both CLG members must attend for meetings where recommendations are being made to the state. Discussion was held on how to refer to the two historic preservation members. Mr. Filand asked if there was a purpose in stating that the quorum may include the Chairman. Ms. Kester explained that it was just for clarification. Mr. Gagliano said he felt that the wording was confusing.

Joyce Ninen asked if there was a requirement for one of the historic preservation members to attend certain meetings and Ms. Kester answered that it was not required. Mr. Gagliano said that he felt that one of them needed to be there. Discussion followed on the two separate historic preservation members and whether their attendance should be required. Jim Pasin expressed that he didn't feel it would be fair to an applicant if there were recurrent quorum issues. It was decided to refer to them as Historic Preservation members. Ms. Kester showed the item in the code relative to the Historic Preservation members and Mr. Atkins pointed out that the wording said that they shall participate in applications received pursuant to Chapter 17.97. It was decided for project review meetings the Historic Preservation members would not need to attend but CLG items would need a basic majority.

Common Area Requirements

Ms. Kester said that in talking to the City Attorney it was indicated that there had been some recent case law that had struck down open space requirements that were a blanket percentage. She explained that the common area section had been given to the City Attorney to suggest some new wording and would have the section by the end of June.

Industrial Building Exemption Criteria

Ms. Kester pointed out that she had sent an administrative interpretation that dealt with the industrial building exemption and explained that it had helped clear up some of the confusion but now it was necessary to get it into the code. She went over the exemptions. John Jernejcic asked why it says building, structure or site. Ms. Kester answered that there are various uses that do not necessarily include a building. Mr. Pasin said that he felt that there had not been an original intention to have 800 feet as criteria. Mr. Gagliano asked if they were making substantive changes or if perhaps this should be moved entirely to Phase 2. Ms. Kester suggested that she go through how the standards are applied today and then decide what we want to change.

Jill Guernsey suggested that in Item 2 the word industrial should be struck so that it just said building and that in 2a remove the comma after "or" and in 2b move the comma. She asked if it should say Subsection C and it was decided that it should just say "eligible for the industrial building exemption". Mr. Gagliano said that it really just needed to say not within the Historic District and not visible from the right of way. Ms. Kester pointed out that within the

Employment District it can be visible. Mr. Pasin said that he felt that using 800 feet was causing people from using an exemption. Ms. Kester asked if perhaps they should just deal with the larger issue of the IBE and not examine each word. Mr. Pasin said that he really felt that 800 feet made it impossible for an industrial building to be built. It was decided to remove it from the table

MOTION: Moved to table this issue. Guernsey/Atkins –

Mr. Pasin said that he felt that tabling the item without modifying the 800 feet would be detrimental and prolong the problem. Ms. Kester reminded them that it can put it into Phase 2. Mr. Gagliano illustrated where some of the zones were located and what these regulations could mean in different areas. Ms. Derebey asked when they would reach Phase 2 and Ms. Kester said that the text amendments themselves will probably not happen until October or November.

Motion carried with Jim Pasin opposed.

Zone Transition Update

Ms. Kester went over the current problems and explained that this was codifying an interpretation along with some further clarification.

John Jernejcic asked why a property owner cannot negotiate an easement for putting the buffer on and Ms. Kester explained that the City Council felt that it should be on their property. Mr. Pasin said that as an example the Stroh's property has been there forever, but if the Strohs want to rebuild they will have to buffer from the townhouses. Mr. Pasin said that the residential property should have to have the buffer. Ms. Kester explained that they could go through the development standards by averaging the building footprint and height rather than having a buffer.

Mr. Gagliano said that although he never really liked the rule he did support it and noted that it needs to be thought about in conjunction with the building size maximums. Mr. Pasin said that he felt that this would not work within the downtown area. Ms. Kester pointed out that the buffer option is not applicable in the height restriction area. Mr. Gagliano said that it should be a reflection of the scale of surrounding structures. Mr. Allen asked for clarification of the buffer requirements. Discussion was held on what an appropriate amount of buffer was. Mr. Gagliano asked about what the different transitions were. Ms. Kester went over the standards in 17.99.170. Discussion followed on how the standards are applied in the different zones.

MOTION: Move that draft language is developed to codify the administrative interpretation. Guernsey/Atkins –

Mr. Pasin said that he didn't feel that it was clear as to who was creating the need for the buffer. Ms. Ninen said that maybe it should say as a result of recurring development or the parcel being developed. Ms. Kester pointed out that both properties could be developed at the same time. It was decided on "entirely located on the parcel being developed". Ms. Kester said that there may be a need to totally look at zone transition standards and maybe the Council will accept it more readily. Mr. Pasin said he would like clarification on where this standard applies. He said that it

seemed to say that a residential development may be required to have a 40' buffer. Ms. Guernsey said that she believed it may be a problem but she still believed the language should be clarified. Ms. Kester explained how this section of code was applied today.

Motion carried with Jim Pasin opposed.

Discussion was then held on Item 2 of zone transition. Ms. Kester explained the average building footprint and building height measurement. She explained that the amendment was to make it so that the same method would be used for averaging the building footprint and height. Ms. Guernsey suggested that in item 2A the words "at the discretion of the applicant" be added. Mr. Pasin explained a situation where the 200' could be unreasonable. Kurt Latimore asked about legal nonconforming uses. Ms. Kester explained that if they were in the same zone then zone transition would not apply. She reminded them that they were only trying to fix the consistency of the height and footprint measurement.

MOTION: Move to approve the change as written Guernsey/Ninen – Motion passed unanimously.

Prominent facades

Ms. Kester stated that there was no specific language written at this time and she was looking for direction on what language to write. She stated that in the 1996 manual it was clear that the architectural standards only applied to prominent facades. In 2004 when it was updated some of those exemptions did not follow through so staff has had to struggle with how to apply the standards to non prominent facades. She stated that of particular interest were mass and scale, windows and doors and siding and trim. She asked if they wanted to increase the number of standards which are exempt if the façade is considered not prominent. Mr. Pasin said that it is not practical to not have a back side to a building. Ms. Kester said that what she was asking was given what the definition is, do we want to change the standards which apply to prominent facades. Mr. Jernejcic pointed out that Mr. Pasin had been concerned about the view seen from residential properties to a commercial property. Mr. Gagliano stated that when changes have been made to non prominent facades it has been more material and windows not to mass and scale. Ms. Kester suggested that mass and scale should be the only ones exempt. Mr. Filand asked why look at it at all if it's not a prominent façade. Mr. Gagliano said that he didn't like having one or two sides of a building looking good. Ms. Kester said that maybe that was why in 1996 the only exemption was mass and scale. Mr. Gagliano said that he felt that solid/void ratio should also not apply. Ms. Kester said that it is not applicable to non prominent facades now. She then suggested that they apply the language as it was in 1996 and she would bring some suggested language. Mr. Gagliano suggested that it also state what does apply on non prominent façades. Ms. Kester said she didn't think it was necessary but it could be more specifically stated. Everyone agreed that avoid long low wall planes and provide substantial shifts in walls and roof surfaces should not apply to non prominent facades. Ms. Kester said that she would separate the prominent and non prominent facades requirements and bring back language.

MOTION: Move to recommend that staff bring back language for the categories of review including 2 and 3 as prominent facades only. Atkins/Guernsey – Motion passed unanimously.

UPCOMING MEETINGS

- June 7th Work study session at 5:30 with 7:00 p.m. public hearing on zone transition and prominent facades
- June 11th Council meeting on the 1st reading of the process improvements.
- June 21st Phase 2 Plan for comp plan amendment changes.

ADJOURNMENT

MOTION: Move to adjourn at 7:49 p.m. Atkins/Guernsey – Motion passed unanimously.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
June 7th, 2007
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Jill Guernsey, Jeanne Derebey, Theresa Malich and Harris Atkins. Commissioner Dick Allen was absent. Design Review Board members John Jernejcic, Charles Carlson and Rick Gagliano were present. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:30 p.m.

APPROVAL OF MINUTES:

The minutes from May 7th and May 17th were tabled until the next meeting.

WORK STUDY SESSION

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Begin discussion of Phase 2 of the Design Review Process Improvements.

Senior Planner Jennifer Kester explained that Phase 2 was editing the Community Design Element of the Comprehensive Plan. She stated that the intent is to look at the steps in order to put together a work plan and determine what the meetings over the next several months will look like. Ms. Kester stated that it needed to be done by the end of September. She stated that they had developed some Phase 2 items as they had been going through Phase 1 that needed to be categorized and prioritized. She pointed out that some of the list may not get accomplished within this phase. She went over the master list and talked about the sub areas (bull's eye approach). She emphasized that identifying these sub areas should probably be the first step in order to categorize the design standards for these sub areas. She talked about the formation of goals and policies and what those could be.

Jill Guernsey arrived at 5:40.

Ms. Kester explained that what is decided tonight will be used as a basis for noticing the public of a meeting in July. She also noted that citizens have until August 15th to turn in other comprehensive plan amendments, so those will also need to be processed in September.

Mr. Gagliano asked about whether there was consideration of whether the policies within the comprehensive plan may conflict with the code and Ms. Kester acknowledged that they will need to be researched on both levels. She stated that she thought that the broad policies within the comprehensive plan would be modified first and then implementation of code changes would follow. Mr. Gagliano asked if they were required to have these policies and goals and suggested that they create the sub areas and not write policies and goals for each. Ms. Kester said that she didn't feel that it would be supportable and that each sub area needed to have goals and policies.

Kurt Latimore said that sub areas are a well recognized approach to comprehensive plans. He noted that if there is already language that supports certain sub areas, then nothing will need to be changed; however, in the case where there is not language to support a certain sub area then they will need to add it. Commissioner Atkins said that it seemed that possibly when we finish this process in October we could have a set of rules that aren't matching. Ms. Kester assured him that immediately after the comp plan amendment the zoning code changes would get done. Ms. Kester said that if we had more time we wouldn't take the comp plan forward until we had the implementation code changes. Commissioner Jeanne Derebey asked why they were doing it this way and Ms. Kester said that there was a desire by the City Council to get this done. Planning Director Tom Dolan reiterated that he didn't think there would be much of a delay in between the comp plan amendments and zoning code changes.

Rick Gagliano arrived at 5:45.

John Jernejcic arrived at 5:55.

Jim Pasin said that he felt that they were going down a path that was too rushed and they needed to take a strong look at the maps. He then said that he didn't feel that they knew where they want business centers to be, etc. Mr. Gagliano said that this process is actually to make these decisions and look at the future of the city. He said that by deciding where these sub areas are it will create a vision and a plan. Theresa Malich asked if they will be looking at maps and deciding these things holistically. Ms. Kester said that yes, they will be looking at the maps and making these decisions at the next meeting. Ms. Kester stated that the Mayor was a strong supporter of sub area planning and sees the next move of the city is to have standards for each of these areas.

Commissioner Jill Guernsey noted that if you don't have policies within the comp plan then you are randomly picking which portions of the manual apply. Ms. Kester said that while the process of the comp plan amendment is going on, we can be processing text amendments at the same time so the lag time can be only a month or two. She stated that if they felt that they really wanted the implementing policies and the comp plan amendments to happen at the same time, she could take that back to the council. Mr. Atkins felt that he would like to implement them at the same time. Ms. Malich stated that perhaps each sub area could be done one at a time. She pointed out that it just depends on how long this will take. Mr. Gagliano pointed out that there are some standards that may need to be moved up in front of the comp plan amendment process. He suggested that they look at the rest of the list and see if there are some pressing issues. Mr. Dolan said that he felt it was difficult to do the implementing text amendments without policies to look to for guidance.

Commissioner Guernsey said she liked Commissioner Atkin's idea to do each of the sub areas one at a time with the comp plan amendments and zoning code text amendments. Ms. Kester noted that some of these decisions can be decided at the next meeting.

Ms. Kester then went through each topic; Category 1 - Natural conditions, Historic District; Category 2 – Housing Development Standards, Structures on the Front Setback Line, Zone Transition Policies; Category 3 (implementing text amendments) – Criteria for Design Review Board Approval, Detail of Administrative Requirements along with items already addressed in Phase 1 and ideas not yet categorized.

Mr. Pasin emphasized the need to look at the Historic District. Mr. Gagliano said that he felt that they needed to know the volume of development that is going on in order to determine which of these issues takes precedence.

Mr. Gagliano asked if some of the standards would bring Engineering into the process. Ms. Kester said that they would need to stay out of right of way standards within the Design Review Manual. He then asked if the Chair could take a poll of the five elements and ask which of those five things they thought should be done first.

Joyce Nine – Housing Development Standards

Theresa Malich – Housing Development Standards

Rick Gagliano - Trees

John Jernejcic – Housing, then Natural Conditions, Zone, Setbacks, Historic District

Jill Guernsey – Natural Conditions

Jeane Derebey– Setbacks

Chuck Carlson – Setbacks

Harris Atkins – Natural Conditions

Jim Pasin – Housing Standards

Ms. Kester said that not including sub areas, it seemed housing development standards and natural conditions rose to the top with setbacks a close second and the historic district being not as important since there are already standards in place. She suggested moving housing development and setbacks into Category 1 and move the Historic District down to Category 2. Ms. Kester further explained that if they felt that the idea of neighborhoods was good then they would need to decide what those neighborhoods are. She then went through the proposed list of sub areas and what those areas may or may not entail. Mr. Carlson asked if in the Westside and Gig Harbor North it may be appropriate to have a residential and commercial sub area.

Chair Theresa Malich called a recess at 6:55 p.m. prior to the public hearing at 7:00 p.m. She reconvened the meeting at 7:05 p.m.

PUBLIC HEARING

Ms. Malich opened the public hearing at 7:05 p.m.

There being no public testimony, the public hearing was closed at 7:07 p.m.

Ms. Kester noted that technically on the first item of the DRB quorum the Planning Commission did not need to make a recommendation.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Zoning Code Text Amendment (ZONE 07-0026) amending the quorum for DRB Meetings.

MOTION: Move to recommend adoption of the amendment to the DRB quorum.
Atkins/Pasin – Motion passed unanimously.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Zoning Code Text Amendment (ZONE 07-0027) updating the zone transition standards.

Ms. Kester pointed out where she had made the changes as suggested at their last meeting.

MOTION: Move to recommend adoption of zoning code text amendment updating the zone transition standards. Atkins/Derebey – Motion passed unanimously.

3. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Zoning Code Text Amendment (ZONE 07-0028) clarifying standards that apply to prominent and non-prominent facades.

Ms. Kester noted that she had added the language as they had discussed at the last meeting applying the same language as in 1996. Ms. Malich thought maybe it had changed because there were areas where there was no screening. Ms. Kester noted that all the commercial areas are in activity centers and in an activity center any façade visible must be treated as prominent.

MOTION: Moved to recommend the adoption of the proposed text amendment clarifying standards that apply to prominent and non-prominent facades. Atkins/Ninen – motion passed unanimously.

Ms. Kester noted that she had sent them copies of the two ordinances that are going to council on June 11th.

Mr. Atkins voiced the importance of communicating that this change will not affect the quality of development and that they would assess how the process was going. He also noted that it is crucial to provide adequate staffing levels to support that.

A poll was conducted as to whether or not sub areas should be tackled and which of the non categorized items deserves comp plan policy text development.

Jim Pasin – Number one should be housing development standards and sub areas should not be first.

Jeane Derebey – Creating the sub areas was important to do first and if we do other things before the sub areas we may end up going backwards.

Rick Gagliano – Housing development standards will affect the entire city.

Ms. Kester briefly went over what areas of the city are undeveloped and noted that there are 1500 units in the system right now and approximately 2000 coming down the pipeline. She also noted that there is a lot of undeveloped land in the UGA.

Jim Pasin - The housing item has major significance because of the lack of criteria in the UGA.

Ms. Kester pointed out that any development wanting our services, must meet our standards.

Harris Atkins – Housing standards first

Theresa Malich – Housing

Joyce Ninen - Housing, since we know where the housing will occur within the sub area
Jill Guernsey – The sub areas are necessary but she didn't have a problem doing housing first
Jeane Derebey – It's fine to do housing first, but she wants to know where it falls within the sub area.
Charles Carlson – Sub areas are very important but housing is the priority.
John Jernejcic – Housing
Rick Gagliano – Natural conditions and housing together.

Kurt Latimore commented that he heard from applicants that retaining walls were a big thing and they are part of the natural conditions. He also noted that zone transition was an area where many applicants were struggling on how to deal with those codes and he would recommend that we include those issues in the process discussions. He also noted that there seemed to be some rules that were written for the downtown that don't work outside of the downtown.

Mr. Gagliano agreed with Mr. Latimore that those three things rise to the top for applicants but they pale in the public reaction if we don't tackle these things first. Ms. Kester said that the sub areas are important. She said she was hearing let's talk about housing development and pull natural conditions for housing into that change and then talk about sub areas next. She also reiterated that structures on the front setback should be part of the sub area discussion and they should at least take a look at zone transition and there may be a larger discussion when we get into the design manual. Ms. Guernsey and Mr. Pasin stated that they would not be at the next meeting. Ms. Kester said that they could work on the list at the next meeting and then work on housing in July. Mr. Atkins emphasized that they need to think about how to involve the community. Ms. Ninen suggested that we have a handout available at the community forum.

Charles Carlson asked if roadway standards were off limits and Ms. Kester said she would double check with legal counsel but she understood that the right of way is an engineering issue. She said that the City Attorney has made it clear that any design standards for the right of way need to be in the public works standards and perhaps this group could lobby for getting that done.

Ms. Kester said that the next meeting will briefly deal with sub areas and a platform for public notice to the July 19th meeting. She then asked if there any things within the list in Item E that they need to look at for comp plan policies.

John Jernejcic – Renovations/remodels
Rick Gagliano - Renovation/remodel – What do we do with existing buildings, enhancement corridor standards.

Mr. Gagliano also mentioned that IBE should be added to the list. Ms. Kester said that she thought that could happen with the discussion on employment district.

Theresa Malich – Renovation/remodel

Ms. Kester said she would put the list into Category 2 and see how many we can tackle. She said she will pull renovation/remodel out of the list to be done first. She emphasized the importance of the Planning Commission spending some time doing research and homework outside of the

meeting and coming prepared. She also stated that it works better to start with broad strokes and then analyze the specific language.

Planning Director Tom Dolan pointed out the draft ordinance dated May 21st which is to allow for the combination of non conforming lots. Ms. Kester reminded them of the revision to the boundary line adjustment section. Mr. Dolan said that this language resolves the legal issue and he wanted them to know that this had been reviewed by the Planning and Building Committee and may go to the City Council via direct consideration; however they wanted it to at least be looked at by the Planning Commission to give them the opportunity to comment. Mr. Atkins suggested that a whereas be changed to remove the statement that the Planning Commission held a public hearing. Ms. Guernsey explained that there is case law that each lot had to meet minimum lot size requirements so we need to have an ordinance.

MOTION: Move to support direct consideration of the draft ordinance for legally non conforming lots. Guernsey/Ninen – Motion passed unanimously.

Ms. Kester said that there is a possible text amendment for direct consideration related to the Employment District zone. She stated that the Planning and Building Committee is looking at the proposal and there is an application in for an independent living facility in the ED, which takes up almost a third of our Employment District. She asked if the Planning Commission was okay with removing those three uses as conditional uses within that zone since neither our comp plan or the intent of the ED talk about residential uses in that zone. She noted that this was brought up in the land use matrix. Mr. Dolan noted that residential uses in the ED zone are not compatible and will create complaints. Ms. Ninen asked if there was a desire to incorporate a comp plan change and Ms. Kester said that there is a desire to look at the ED and BP zones, but more so a desire to make this change right now.

MOTION: Move to recommend approval of the proposed changed. Derebey/Ninen – Motion passed with Jim Pasin opposed.

Ms. Guernsey noted that she would be gone for the meetings of June 21st and July 19th.

UPCOMING MEETINGS

July 5th – Cancelled

July 19th – Public Hearing

ADJOURNMENT

MOTION: Move to adjourn at 8:15 p.m. Atkins/Malich – Motion passed unanimously.



COMMUNITY DEVELOPMENT DEPARTMENT

**ADMINISTRATIVE INTERPRETATION
OF THE
CITY OF GIG HARBOR
PLANNING DIRECTOR**

Date: January 3, 2007

Authority: Interpretations and appeals,
Gig Harbor Municipal Code Section 17.66.050

Subject: Zone Transition Buffers

Introduction: The Community Development Director or his/her designated representative has the authority to review and determine any questions involving the proper interpretation or application of the provisions of Title 17. GHMC Section 17.66.050(A)(1). The Director's decision must be in keeping with the spirit and intent of Title 17 and the City's Comprehensive Plan.

Question Presented: When a dense vegetative buffer of 40 feet or more is required to provide consistency with Zone Transition Buffering Standards, does the entire buffer area need to be provided on the site proposed for development that creates the need for the buffer?

Brief Interpretation/Answer: Yes.

Analysis: Gig Harbor Municipal Code (GHMC) 17.99.170 (Zone transition standards) states in part that:

"Zone transitions occur wherever opposing zones meet. All parcels in a specific zone that abut, or are across the street from, parcels in a different zone (regardless of uses in that zone or as otherwise stated below) are subject to either ZONE TRANSITION BUFFERING STANDARDS or ZONE TRANSITION DEVELOPMENT STANDARDS"

GHMC 17.99.180 (Zone transition buffering standards) states in part:


“Substantially separate and shield opposing zones located outside of height restriction area with a minimum 40-foot dense vegetative buffer. Buffering between zones.....shall include a dense vegetative buffer of 40 feet or more unless the zone transition development standards of GHMC 17.190 are complied with.”

It is clear from the language in GHMC 17.99.170 that parcels in a specific zone that abut or are across the street from parcels in a different zone are subject to zone transition buffering standards or zone transition development standards. Therefore, it is the parcel that creates the need for the zone transition buffer that must have the buffer. Nothing in GHMC 17.99.170 allows the required buffer to be located in whole or in part on another parcel in a different zone. GHMC 17.99.180 requires parcels in opposing zones (outside of height restriction areas) to be substantially separated and shielded. Buffering between zones is required to include either a 40 foot wide dense vegetative buffer or compliance with the zone transition development standards found in 17.99.190. While the provisions of GHMC 17.99.180 do not specify the location of the 40 foot wide buffer, when read together, Sections 17.99.170 and 180 should be interpreted to require the entire buffer on the parcel creating the need for the zone transition buffer.

In lieu of providing a minimum 40 foot dense vegetative buffer on their parcels, property owners can utilize the provisions of GHMC 17.99.190 (Zone transition development standards) or GHMC 17.99.200 (Alternative zone transition standards) to eliminate or reduce the required buffer.

Conclusion:

In instances where a zone transition buffer is required, the buffer shall be entirely located on the parcel creating the need for the buffer.



Tom Dolan
Planning Director

Date 11/3/07

SEPA Threshold Decision: Exempt

Procedures for Administrative Appeal: As provided in GHMC Section 17.66.050(B), an appeal may be filed of this interpretation to the Hearing Examiner within 20 days of the date of issuance. Appeals must be submitted to the Community Development Department in writing along with a \$130.00 appeal fee.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Gig Harbor BoatShop Lease agreement at the Eddon Boatyard Building on Harborview Drive.

Proposed Council Action:

Authorize the Mayor to sign a 20-year lease Agreement with Gig Harbor Boatshop at the Eddon boatyard building on Harborview Drive.

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: August 13, 2007

Exhibits: Lease Initial & Date

Concurred by Mayor: CLH 8/7/07
Approved by City Administrator: ROK 8/7/07
Approved as to form by City Atty: CAM 8/7/07
Approved by Finance Director: DR 8/7/07
Approved by Department Head: _____

Expenditure Required:	\$1 million	Amount Budgeted:	\$1 million Heritage Grant	Appropriation Required:	\$0
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INFORMATION / BACKGROUND

When the City acquired the Eddon Boat park property in 2004, the site included a building that has been historically used for the construction of boats. This building still exists on the property, is vacant, and is need of repair.

In 2006 the City sent out a request for proposals for potential uses for the building. Of the proposals that came in, the City Council selected Gig Harbor BoatShop's (GHB) proposal. GHB proposes to use the building as a place for historical boat building and maritime education for the public's benefit. GHB shall commit to a minimum of 450 hours of programming in the first year (after restoration is complete) and in subsequent years 900 hours per year for the following activities:

1. Boat building, repair, and restoration workshops and apprenticeship programs, (e.g. building small crafts, oars, and models, or participation in on-going large-vessel restoration or building projects). Such activities are to be limited to the confines of the building described in this lease.
2. Maritime skills programs (e.g. navigation, power vessel handling, marine photography)
3. Public presentations (e.g. skills demonstrations)
4. Craft-on-the-water skills and field trip programs
5. Vessel documentation projects
6. School outreach programs (e.g. tours, apprentice-for-a-day)

In addition, GHB proposes to provide the following for public access and benefit:

1. Year round interpretive signs and displays
2. Observation area(s) where the public can view boat building and educational activities from the interior of the building, such as a mezzanine or raised viewing platform. Such observation areas shall be open to the public when boat building and educational activities are occurring
3. Retail sales of items related to maritime heritage activities

In return for GHB's services for public access and enjoyment as well as restoring and maintaining the site's maritime heritage, the attached lease would allow GHB to occupy the building for 20 years at one dollar per year. A summary of the terms of the lease is as follows:

Term

20 years, ending June 30, 2027

Premises Included in the Lease

The leased portion includes what is commonly known as the Eddon Boat Building. The lease also includes the non-exclusive right to use the parking areas and driveway. When/if they become available, the restrooms in the adjacent house will be available for use by GHB and its program participants. Until these restrooms become available, the City will provide portable restroom facilities.

Consideration

GHB will provide the public services listed above (Section 5 of the lease) and pay \$1 per year plus all utilities and taxes.

Maintenance

GHB will be responsible for incidental maintenance. HVAC/Heating maintenance, fire sprinkler system maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs the sum for which exceeds \$1,000 annually will be paid by the City.

Building Renovation and Restoration

The City will use the proceeds of the \$1 million heritage grant to renovate the building. The City will also construct a "secondary impervious containment barrier" by the end of October to separate renovation activities from the environmental cleanup.

Future Negotiation for Additional Portions of the Property

Once the environmental cleanup is complete, GHB may want to request that other portions of the Eddon Boat property, such as the dock and marine railways, be added to the lease. The lease does not commit the City or GHB to add additional portions, but the lease does say that if the City and GHB fail to agree to the terms of leasing additional portions of the property, then GHB may terminate the lease.

FISCAL CONSIDERATION

This year the City received a state heritage grant of \$1 million to renovate the building. The lease does not commit the City to spend additional funds beyond the grant for renovation. The assumption here is that the City will work within the \$1 million budget; therefore, the most necessary improvements will take place first (code compliance, fire sprinklers, etc.), and any additional improvements that bring the cost over the \$1 million budget would not get done.

The City will also be responsible for major system maintenance (HVAC, roof, etc.), plus any other repairs over \$1,000, and the City needs to budget accordingly. However, much of these costs would have been incurred regardless of whether GHB occupied the building.

As stated previously, GHB will be responsible for incidental building maintenance plus utilities and taxes.

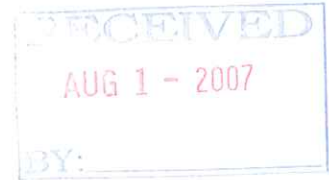
BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign a 20-year lease agreement with Gig Harbor Boatshop at the Eddon boatyard building on Harborview Drive.

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**LEASE AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND GIG HARBOR BOATSHOP**

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor" or the "City") and the Gig Harbor BoatShop, a State of Washington 501(C)(3) non-profit corporation (hereinafter referred to as "Lessee" or the "GHB").

WITNESSETH:

WHEREAS, the City owns the property located at 3805 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property") which includes the building commonly known as the Eddon Boat Building; and

WHEREAS, the Eddon Boat Building was used in the past for boatbuilding; and

WHEREAS, GHB has proposed that it lease the Eddon Boat Building to perpetuate the historic function of the boatyard; and

WHEREAS, GHB also proposes to use the Eddon Boat Building as a gathering place where maritime history comes alive through direct experience and where the historical and contemporary working waterfront is enjoyed, preserved and passed along to future generations; and

WHEREAS, GHB proposes to use the Eddon Boat Building to provide opportunities for the public to experience artisan and vocationally-based maritime educational programming; and

WHEREAS, the City reserves the right to use the facility at no cost for special events in coordination and consideration of GHB's schedule of events and programming; and

WHEREAS, the benefits derived by the public from GHB's activities (as specifically detailed in Section 5 herein) are sufficient that the City is willing to lease the Premises to the GHB for one dollar per year; and

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WHEREAS, there is an ongoing environmental remediation action proceeding on the remainder of the Eddon Boat Property not included in the portion of the Property to be leased by GHB, and such remediation must continue unhindered by GHB or any third party; and

WHEREAS, a floor or "impervious secondary containment barrier" must be constructed in the Eddon Boat Building prior to the possession of the premises by GHB so that the activities of GHB do not interfere with the environmental remediation of the entire Property or result in the release of any hazardous substance into the environment;
and

WHEREAS, the City has obtained funding from the Washington State Heritage Resource Center for the restoration of the Eddon Boat Building, in an amount not to exceed one million dollars; and

WHEREAS, the City intends to hire consultants to assist in the authentic restoration of the Building, and GHB plans to apply to the City to serve as a consultant for this purpose; and

WHEREAS, given the limitations on the use of the premises as generally described above and more specifically described in the Terms Section of this Lease, the parties hereto agree as follows:

TERMS

1. Purpose and Identification of the Premises. The purpose of this Agreement is to lease the portion of the Eddon Boat property outlined on the map marked Exhibit A, which is attached hereto and incorporated herein by this reference. The tax/legal description of the Property is:

Section 05 Township 21 Range 02 Quarter 33 : COM AT MC AT NW COR
LOT 7 TH S 41 DEG 03 MIN E 75.21 FT ALG ML TH S 26 DEG 03 MIN E
200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19
DEG 49 MIN W 79 FT TH S 50 DEG 55 MIN W 162.65 FT TO HWY TH NLY
ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG
48 MIN E 145 FT TO POB TOG/W TDLDS ABUTT

The leased portion includes what is commonly known as the Eddon Boat Building. In addition to the Eddon Boat Building, this Lease shall include the non-exclusive right to use the parking areas and driveway shown on Exhibit A, along with reasonable entry and egress to the Eddon Boat Building. The area shown in the

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outline in Exhibit A is defined to be the "Premises." The leased area does not include the tidelands adjacent to the Premises.

2. Conditions Precedent to Possession. In the event of the City's inability to deliver possession of the Premises as described herein, neither Lessor nor any of its officers, employees or agents shall be liable for any damage caused thereby.

A. Secondary Impervious Containment Barrier. The City will cause to be constructed the secondary impervious containment barrier in the Eddon Boat Building ("Building") at the City's cost. The full scope, materials, and extent of the barrier will be at the City's sole discretion. The parties acknowledge that the Lessee cannot occupy the Premises, and that Lessee is not entitled to possession of the Premises under this Lease until the City notifies GHB that construction of the barrier has been completed. In the event the secondary impervious containment barrier has not been fully constructed by October 31, 2007, GHB, at its sole option and in its sole discretion, may terminate this Lease Agreement. If GHB chooses to terminate the Lease under this section, this Lease shall be null and void, and neither party shall have any obligation to perform.

Subsequent to the completion of the construction of the barrier, GHB has the right to non-exclusive possession of the Premises, which will begin with the site set-up for its programs. The set-up process may occur simultaneously with the restoration of the Building.

B. Restoration of the Building. The City will be committing to the expenditure of one million dollars (\$1,000,000.00) from the Heritage Grant Fund for the restoration of the Eddon Boat Building. GHB acknowledges that the City has not budgeted, and has no plans to commit any additional funds toward the restoration of the Eddon Boat Building, and that the programs and activities described in Section 5 of this Lease can be accomplished by GHB regardless of additional funding. GHB acknowledges that the City shall be in charge of the restoration, and that during the restoration period, the City's contractors, employees and other authorized personnel shall occupy the Premises. GHB agrees that such restoration activities do not interfere with the purpose of this Lease.

3. Addendum or Addenda to Lease. GHB desires to lease the remainder other portion(s) of the Eddon Boat Property not included in this Lease. However, at this point in time, the City does not know when the environmental remediation of the remainder of the Property will be complete. Nothing in this Lease obligates the City to complete the remediation, or to accomplish it by any particular date, or agree to lease any additional portion of the Eddon Boat Property. However, once the remediation is complete, GHB will request that the City Council negotiate an addendum to this Lease to include other portion(s) of the Eddon Boat Property, such as the dock, float, and marine railways, and/or house, under such terms as

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the parties may agree upon. If the parties are unable to agree on the terms of an addendum to include other portions of the Eddon Boat Property, then GHB may terminate this existing Lease, after providing the City with 60 days' written notice. GHB shall have no recourse against the City, its officials, officers or employees for the City's failure to enter into a lease of any additional portions of the Eddon Boat Property.

4. Inspection. Other than set forth to the contrary herein, the City makes no representation regarding the condition of the Premises, improvements located on the Premises, the suitability of the Premises for Lessee's permitted use, or the existence of hazardous substances on the Premises. Lessee has inspected the Premises as it exists at the time of the signing of this document and accepts it "as is", provided that the parties hereto recognize that the City will construct the "impervious secondary containment barrier" and that the condition of the Premises will change as a result of the restoration of the building.

5. USE.

A. When the restoration of the building is complete, GHB shall commit to a minimum of 450 hours of programming in the first full calendar (January 1 through December 31) year after the restoration and 900 hours of programming (one hour equals one hour of programming for one participant) per calendar year thereafter. The purpose of the programming is to pursue for the public's benefit the interpretation of the historic and contemporary working waterfront/maritime heritage activities that shall include, but not be limited to, any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.

1. Boat building, repair, and restoration workshops and apprenticeship programs, (e.g. building small crafts, oars, and models, or participation in on-going large-vessel restoration or building projects). Such activities are to be limited to the confines of the building described in this lease.--
2. Maritime skills programs (e.g. navigation, power vessel handling, marine photography)
3. Public presentations (e.g. skills demonstrations)
4. Craft-on-the-water skills and field trip programs
5. Vessel documentation projects
6. School outreach programs (e.g. tours, apprentice-for-a-day)

B. GHB will also provide the following for public access and benefit:

1. Year round interpretive signs and displays
2. Observation area(s) where the public can view boat building and educational activities from the interior of the building, such as a mezzanine or raised viewing platform constructed by the City during the restoration,

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assuming sufficient grant funds are available for the City's construction of a mezzanine or raised viewing platform. Such observation areas shall be open to the public when boat building and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.

3. ~~Public presentations (e.g. boat building skills demonstrations) — at least one per year~~ (repeat of 3 in subsection A above)
4. Retail sales of items related to maritime heritage activities.

C. Record keeping. GHB promises to provide the City with a written report and supporting documentation of the activities performed by GHB during the prior year by March 31 of each year. GHB shall review and reevaluate with the City, at 5-year increments, the GHB's performance of the activities described in Subsection A. In the event that GHB does not perform as required by this section, the City may institute the procedures set forth in Section 25 to demand remedy of the default and terminate the Lease.

6. Rent and Consideration for Lease. GHB's Lease is specifically conditioned on its performance of the activities described in Section 5, "Use", as the consideration for the rent of the Premises, and GHB's failure to timely perform those activities may result in termination of the Lease. The parties acknowledge that the activities described in Section 5 will not be able to begin until the complete restoration of the Building has been accomplished, under the budget established by the City in Section 2(B).

The City agrees to lease the Premises to GHB for one dollar per year, in exchange for GHB's agreement to perform the activities specifically described in Section 5 "Use" above, on the deadlines set forth therein, as well as all other terms of this lease.

7. Term.

A. The term of this Lease shall commence on the date this Lease Agreement is executed by both of the duly authorized representatives of the parties. This Lease shall terminate on June 30, 2027, unless terminated sooner pursuant to the terms and conditions of this Lease. Nothing herein shall obligate the City to enter into any additional Lease Agreements or addenda with the Lessee in the future.

B. Hold Over. If the Lessee remains in possession of the Premises after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which hold-over occupancy may be terminated by either party on thirty (30) days' notice.

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8. Restrictions on Use. Lessee agrees that the following activities may occur on the Premises and no others and that these activities shall be conducted in compliance with all applicable regulations. In the event Lessee desires to conduct an activity that is not identified below, Lessee shall make written application to be able to conduct such activity to the City. The City's decision shall be final.

1. Boat Building
2. Boat Repair
3. Boat Restoration Activities
4. Maritime Heritage/Working Waterfront Workshops and Programs, including:
 - a) woodworking
 - b) working with modern materials including, but not limited to epoxys, resins, structural cloth, glues and solvents
 - c) metalworking
 - d) joinery
 - e) sanding
 - f) rigging
 - g) wiring
 - h) coating and painting
 - i) use of power and hand tools
 - j) boatbuilding-related retail sales

The prohibitions in this Section against damage to natural resources, filling, deposition of any unapproved materials, and waste, shall also apply to protect any City, private, or state-owned aquatic lands adjacent to the Premises from any of Lessee's activities related to Lessee's occupation of the Premises. All obligations imposed by this Section on Lessee to cure any violation of the prohibited activities in this Section shall also extend to City, private, or state-owned aquatic lands adjacent to the Premises when the violation arose from the Lessee's activities related to Lessee's occupation of the Premises.

Lessee shall use the Premises only for the purposes and activities identified herein. Lessee acknowledges that the City has agreed to execute this Lease with GHB under the terms and conditions set forth, with the understanding that GHB is a non-profit organization, and shall retain that status throughout the term of this Lease. The use of the Premises by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the Lease. Lessee shall neither permit on the Premises any act or storage that may be prohibited under standard forms of fire insurance policies, nor use the Premises for any such purpose.

Lessee shall not intentionally cause or permit any damage to the Premises or any other portion of the Property. Lessee shall also not cause or permit any

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release of a hazardous substance or any filling activity to occur on the Property. This prohibition includes any deposit or spill of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other hazardous substances or pollutants, or other matter in or on the Property, except as approved in writing by the City.

Lessee shall not permit any waste, damage or injury to the Premises, use the Premises for anything that will increase the rate of insurance, maintain anything on the Premises that may be hazardous to life or limb, permit any objectionable odor, permit anything to be done on the Premises or use the Premises in any way that tends to create a public or private nuisance not in keeping with the waterfront commercial zoning, or use or permit the Premises to be used for lodging or sleeping purposes. ^{↑ historical waterfront commercial boatbuilding activities and applicable state and local laws,}

9. Conformance with Laws. The Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Premises. Lessee acknowledges that certain uses relating to boatbuilding may require separate permits from state, local or federal agencies. At the time this Lease was drafted, the definition of "boatbuilding" which would trigger a permit from the Department of Ecology is:

"A boatyard is a commercial business engaged in the construction, repair and maintenance of small vessels, 85% of which are 65 feet or less in length, or revenues from which constitute more than 85% of gross receipts. Services typically provided include, but are not limited to: pressure washing hulls, painting and coating, engine and propulsion system repair and replacement, hull repair, joinery, bilge cleaning, fuel and lubrication system repair and replacement, welding and grinding of hull, buffing and waxing, marine sanitation device (MSD) repair and replacement, and other activities necessary to maintain a vessel. This includes mobile facilities. Activities that require DOE permitting include operating a boatyard with a discharge of pressure wash water to a sanitary sewer or discharge of stormwater to surface waters"

Lessee agrees that it will not perform any activity on the Premises without obtaining the necessary permits from the agency(ies) with jurisdiction. Lessee agrees that the performance of such activities without the required permits may cause a breach of this Lease and render the Lessee liable in any resulting enforcement action, which may include penalties, costs or attorney's fees. The City makes no warranties concerning permit requirements. Lessee is solely responsible for determining permit requirements and conformance with such permits.

10. Environmental Liability/Risk Allocation.

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A. Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq. and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

B. Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released or disposed of in, on, under or above the Premises, except in accordance with applicable laws.

C. Current Conditions, Duty of Utmost Care and Duty to Investigate. The City makes no representation about the condition of the Property or Premises. The City will provide a copy of Anchor Environmental's Revised Technical Memo No. 2 (February, 2007) to the Lessee. Hazardous Substances may exist in, on, under or above the Premises. With regard to any Hazardous Substances that may exist in, on, under or above the Property, the City disclaims any and all responsibility to perform investigations, or to review any City records, documents or files, or to obtain or supply any information to the Lessee.

The Lessee shall use the utmost care with respect to both Hazardous Substances in, on under or above the Premises, and any Hazardous Substances that are discovered to be located in, on, under or above the Premises during the term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts and omissions. The obligation to exercise utmost care under this Subsection includes, but is not limited to:

- 1) Lessee shall not undertake any activities that will cause, contribute to or exacerbate contamination on the Property;
- 2) Lessee shall not undertake any activities that damage or interfere with the operation of remedial or restoration activities on the Property under the current Washington State Department of Ecology supervised remedial action or undertake activities that result in human or environmental exposure to contaminated sediments on the Property;
- 3) Lessee shall not undertake any activities that result in the mechanical or chemical disturbance of on-site habitat mitigation;
- 4) If requested, the Lessee shall allow reasonable access to the Premises by employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, or other similar environmental agencies; and
- 5) If requested, the Lessee shall allow reasonable access to potentially

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liable or responsible parties to perform cleanup or investigation activities which require access to the Property and Premises.

It shall be the Lessee's obligation to gather sufficient information concerning the Property and the existence, scope and location of Hazardous Substances on the Property, or adjoining Property, that allows the Lessee to effectively meet its obligations under this Lease. Such obligation shall be met when the Lessee obtains the Anchor Environmental's Revised Technical Memo No. 2 (February, 2007) and the Washington State Department of Ecology final report following completion of remedial actions at the Eddon Boatyard site (as defined by the Department of Ecology).

D. Notification and Reporting. The Lessee shall immediately notify the City if the Lessee becomes aware of any of the following:

- 1) A release or threatened release of Hazardous Substances in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises;
- 2) Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under or above the Property, any adjoining property subject to use by the Lessee in conjunction with its use of the Property;
- 3) Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, or Property, any adjoining property or any other property subject to use by the Lessee in conjunction with its use of the Premises;
- 4) Any lien or action with respect to any of the foregoing; or
- 5) Any notification from the U.S. Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property or concerning alleged permit violations.

Upon request, the Lessee shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Property, and which were prepared for the Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

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E. Indemnification – Hazardous Substances.

1. The Lessee shall fully indemnify, defend and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, clean-up costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(i) The use, storage, generation, processing, transportation, handling or disposal of any Hazardous Substance by the Lessee, its contractors, agents, employees, guests, invitees or affiliates in, on, under or above the Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises, during the Term of this Lease or during any time when the Lessee occupies or occupied the Premises;

(ii) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under or above the Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises, which release, threatened release, or exacerbation occurs or occurred during the Term of this Lease or during any time when the Lessee occupies or occupied the Premises or the Property.

2. In addition to the indemnifications provided in this Section, the Lessee shall fully indemnify the City for any and all damages, liabilities, costs or expenses (including attorney's fees and disbursements) that arise out of or are in any way related to the Lessee's breach of the obligations of this Section and Sections 8 and 9 herein. This obligation is not intended to duplicate the indemnity provided within this Section and applies only to damages, liabilities, costs or expenses that are associated with a breach of such Sections and which are not characterized as a release, threatened release or exacerbation of Hazardous Substances. The Lessee and City acknowledge that this indemnification section is not intended to indemnify the City for any pre-existing conditions or for any discharges related to the City's storm water drainage system or any other third party releases. The City and Lessee anticipate that a final report will be prepared for submittal to the Washington State Department of Ecology following completion of remedial actions at the Eddon Boatyard Site (as defined by Ecology). The content of this final report, along with other available environmental data from environmental investigations performed to date, will be considered, but will not be determinative, in defining pre-existing conditions for purposes of this paragraph. This Indemnification Section 10 shall survive termination or expiration of this Lease Agreement.

F. Cleanup. If a release of Hazardous Substances occurs in, on, under

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or above the Premises or any other City-owned property arising out of any action or inaction of Lessee, the Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. The Lessee shall also be solely responsible for all cleanup, administrative and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described herein.

G. Sampling by City, Reimbursement and Split Samples. The City may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Premises or the Property at any time to determine the existence, scope or effects of Hazardous Substances on the Premises, the Property, or any adjoining property in conjunction with its use of the Premises, or any natural resources. If such tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action or inaction of Lessee, the Lessee shall promptly reimburse the City for all costs associated with such tests.

11. Assumption of Risk. The placement and storage of personal property on the Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

12. Restroom Facilities. The parties acknowledge that the Premises has minimal restroom facilities and they are not ADA compliant and that the Premises restroom facilities cannot be expanded as part of the building-restoration process. Expansion of the existing restroom facilities would detract from the historic nature of the Premises. The parties acknowledge that suitable restrooms will likely be constructed in the house on the Property that will be available for use by GHB and the program participants, but the construction date is not certain. Until such time as suitable restrooms are constructed in the house that are ADA compliant, the City will procure, fund and maintain suitable portable restroom facilities sited on the Property for use by GHB and its program participants.

13. Utilities. Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, phone, refuse, natural gas, cable and all other public utilities, which shall be used in or charged against the Premises during the term of this Lease.

14. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, the leasehold excise tax and all other taxes on merchandise and personal property, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

15. Liens. Lessee shall keep the Premises free from any liens arising out of

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any work performed, materials furnished or obligations incurred by Lessee. Lessee shall not suffer or permit any lien to be filed against the Premises or any part thereof or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under the Lessee. If any such lien is filed against the Premises, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall cause the same to be discharged of record within thirty (30) days after the date of filing of same.

16. Indemnification and Waiver. In addition to the indemnification obligations in Section 10 herein, Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of its own negligence.

In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damages to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or any other reason, and whether any such loss is insured or not and irrespective of the cause of such loss.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including personal property or any improvements made to the Premises by the Lessee, is the responsibility of the Lessee. If, for any reason, the Lessee's personal property/improvements or the leased improvements on the Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to make any payments to Lessee related to such loss.

It is further specifically and expressly understood that the indemnification provided herein and in Section 10 constitute Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section and Section 10 survive the expiration or termination of this Lease.

17. Insurance Purchased by Lessee. At its own expense, the Lessee shall procure and maintain during the Term of this Lease, the insurance coverages and limits

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described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of B+ or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.

A. Types of Required Insurance.

(1) Commercial General Liability Insurance. The Lessee shall procure and maintain Commercial General Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the Lessee's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Description

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The City may impose changes in the limits of liability:

- (i) Upon a material change in the condition of the Premises or any improvements;
- (ii) Upon any breach of the Sections in this Lease relating to Hazardous Substances;
- (iii) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by the City.

B. Terms of Insurance. The policies required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

- 1) Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;
- 2) Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;
- 3) To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and

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the Lessee;

4) All liability policies must provide coverage on an occurrence basis;
and

5) Liability policies shall not include exclusions for cross liability.

- A. Proof of Insurance. The Lessee shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the City, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. The Certificate of Insurance shall reference the City of Gig Harbor and this Lease. Receipt of such certificates or policies by the City constitute approval by the City of the terms of such policies. The Lessee acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the Lessee must purchase to enter into this Lease Agreement.

These limits may not be sufficient to cover all liability losses and related claim

settlement expenses. Purchase of these limits of coverage does not relieve the Lessee from liability for losses and settlement expenses greater than these amounts.

1. Care of Premises. At the completion of the restoration of the Premises, GHB and the City shall conduct a walk-through of the Premises to memorialize its condition. Both parties are encouraged to photograph and video-record the walk-through. The condition of the Premises at the time of the walk-through shall constitute the baseline by which GHB must maintain the Premises, normal wear and tear excepted. GHB shall not be responsible for any defects in the Premises or non-conformance with any applicable code, statute, ordinance or regulation that preexisted the completion of the restoration of the Premises. Lessee shall at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good condition, except as noted in the following paragraph. Lessee shall undertake these responsibilities at its own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises, other than as stated in this Lease Agreement and in the next paragraph. Lessee shall not permit any waste, damage or injury to the Premises; use the Premises for anything that will increase the rate of fire insurance; maintain anything on the Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor, if not in keeping with the historical

July 15, 2007

waterfront commercial boat building activities and applicable state and local laws, to escape or to be emitted from the Premises; permit anything to be done on the Premises that may in any way tend to create a nuisance, or use or permit the Premises to be used for lodging or sleeping purposes.

HVAC/Heating maintenance, fire sprinkler system maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs the sum for which exceeds \$1,000 annually will be paid by the City. The City shall have the discretion to determine which activities shall be done, when they shall be done and the extent of such repair and/or maintenance.

19. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition made to the Premises solely by GHB, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and material-men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

20. Alterations. Prior to the Lessee's construction, alteration, replacement, removal or major repair of any improvements on the Premises, the Lessee shall submit to the City plans and specifications which describe the proposed activity. Construction shall not commence until the City has approved those plans and specifications in writing. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the Lessee otherwise within sixty (60) days. At the time the Lessee submits the proposed plans and specifications, the Lessee will declare if the Lessee intends for the improvements to remain at the Premises at the conclusion of the Lease. If the Lessee makes such declaration, the City shall declare that the Lessee must remove the improvements upon the termination of the Lease at the Lessee's expense or that the improvements shall remain at the Premises at no removal-expense to Lessee. Upon completion of construction, the Lessee shall promptly provide the City with as-built plans and specifications. Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority in the construction of any improvements or repair, and to save the Lessor harmless from damage, loss or expense. After notice of termination of this Lease, and upon Lessor's request or Lessor's approval, the Lessee shall remove such

July 15, 2007

improvements and restore the Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. If the Lessee-Owned improvements remain on the Premises or Property after the termination date without the City's consent, they will become the property of the City, but the City may remove them and the Lessee shall pay the cost of removal and disposal upon the City's demand.

21. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises in addition to the access required for environmental matters in Section 10. Nothing herein shall prevent the City's access or free use of the remainder of the Eddon Boat Property. Areas of public access are shown in Exhibit B, attached hereto and incorporated herein by this reference.

22. Condemnation. In the event of the taking of the Premises by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed terminated as of the date the condemning authority elects to take possession. Lessee shall have no claim to, nor shall it be entitled to, any portion of any condemnation award for damages to the Premises or relocation costs.

23. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by the Lessor, after discussion with Lessee on the feasibility of repair.

24. Signs. All signs or symbols placed on the Premises by Lessee shall be in coordination with the Lessor and shall be subject to the prior approval of Lessor. Lessor reserves the right to co-locate its signs and/or logos on the interior and exterior of the building. In the event Lessee shall place signs or symbols on the Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Premises shall be removed on termination of this Lease and any resulting damage to the Premises caused by such sign or symbol shall be repaired by Lessee.

25. Default and termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; then, in such event, Lessor, at its option, may

July 15, 2007

terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

26. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

27. Surrender of Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

28. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

29. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

30. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

July 15, 2007

31. Assignment and Subletting. The Lessee shall not, under any circumstances whatsoever, assign this Lease or sublet Premises.

32. Disputes, Governing Law. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Lease which cannot be resolved between the parties within a reasonable period of time, 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.

33. Time is of the Essence. Time is of the essence as to each and every provision of this Lease.

34. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party. In addition, the Lessee agrees to pay all of the Lessor's attorneys' fees and costs necessitated by the Lessee's failure to comply with any of the provisions of this Agreement, including but not limited to notices, legal fees and costs arising from third party actions against the Lessor arising from acts or omissions of the Lessee related to this Agreement. The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.

35. Notices. Notices required to be in writing under this Lease shall be sent by registered or certified mail as follows:

Gig Harbor BoatShop
8402 Goodman Drive NW
Gig Harbor, WA 98332
Attn: Guy Hoppen,
GHB President

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attn: City Administrator

36. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument this 26th day of July, 2007.

July 15, 2007

LESSOR:
CITY OF GIG HARBOR

By: _____
Its Mayor _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 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: _____

LESSEE:
The Gig Harbor BoatShop

By: Guy Hoppen
Its: GHB President



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

Alaska
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE HAINES)

I certify that I know or have satisfactory evidence that Guy Hoppen 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 the Gig Harbor BoatShop, a State of Washington 501(C)(3) non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/26/07

Teresa E. Lara
TERESA E. LARA
(print or type name) **POSTMASTER**
PO BOX 9998
HAINES AK 99827-9998
NOTARY PUBLIC in and for the
State of Washington, residing in
Alaska HAINES, AK



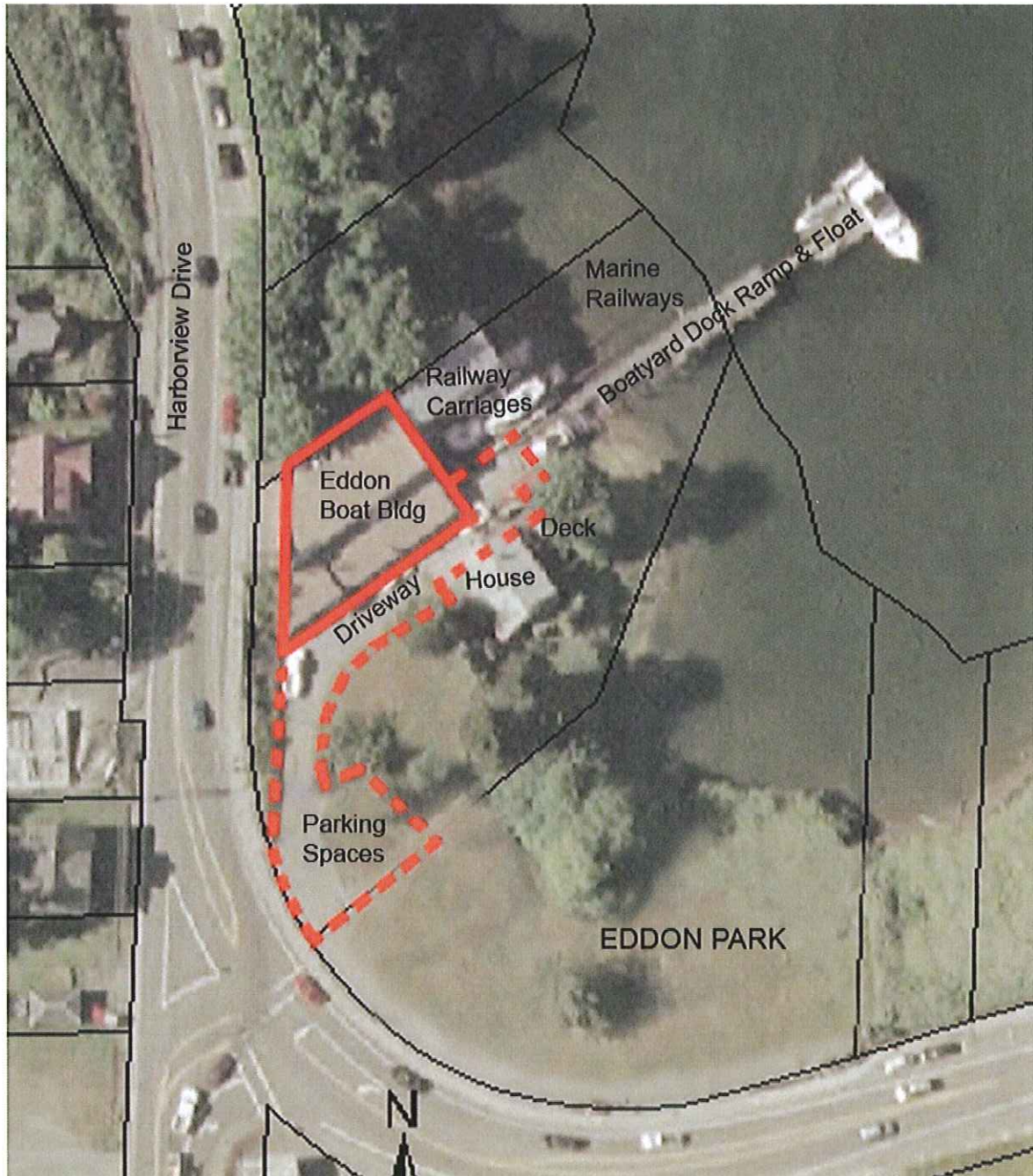
Page 19 of 20

July 15, 2007



at: HAINES, ALASKA
My Commission expires: END of term

EXHIBIT A



Map of Eddon Boat Building and Driveway located at 3805 Harborview Drive, Gig Harbor

EXHIBIT B

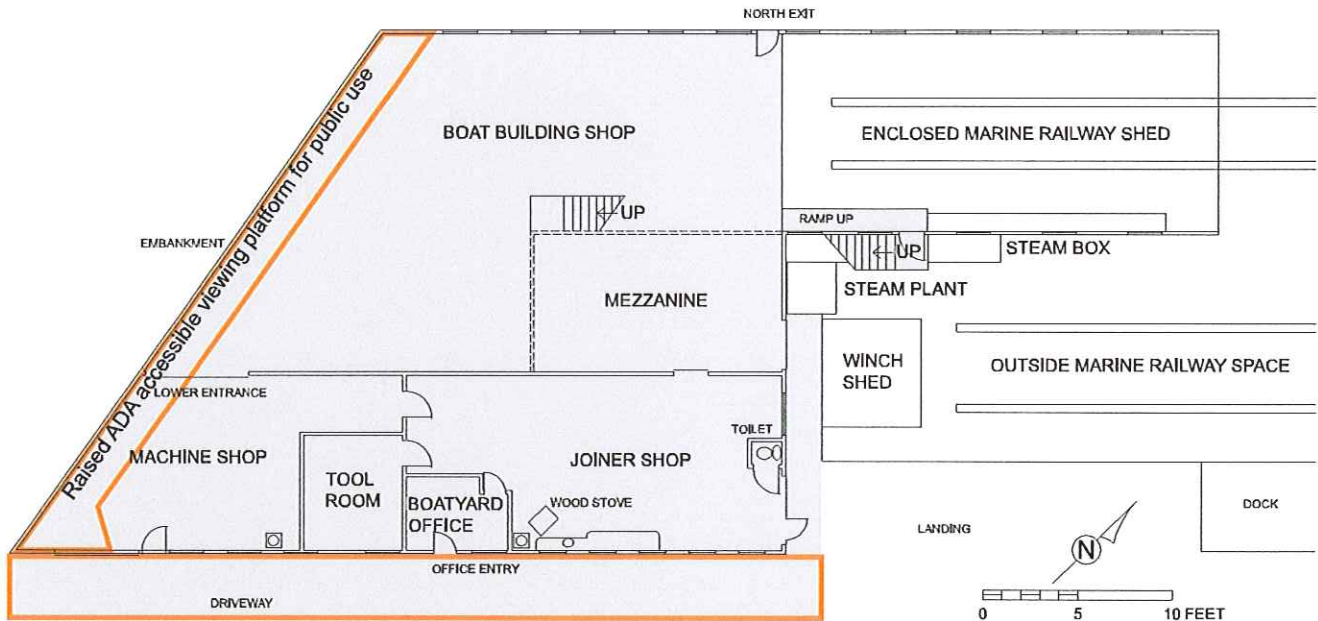


DIAGRAM A: BOAT BUILDING - LOWER FLOOR

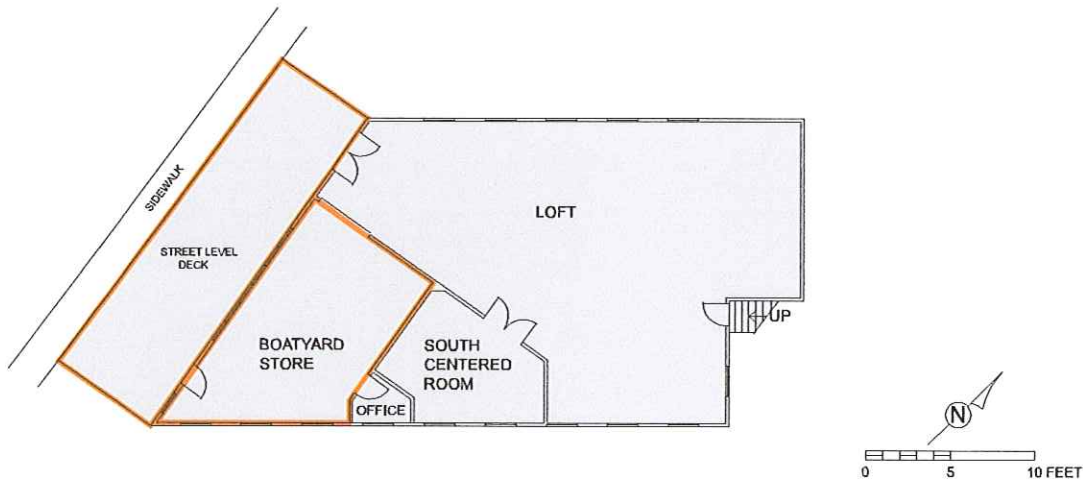


DIAGRAM B: BOAT BUILDING - UPPER FLOOR



Leased space.

Access to GHB staff & certified GHB program participants as follows:

Lower floor: Boat building shop, joiner shop, machine shop: Boat building, repair & restoration activities, classes

Mezzanine: Storage

Boatyard Office: Programming staff activities/management

Tool room: Tool storage

Upper floor: Loft & South Centered Room: Loffing, boat building, repair & restoration activities, classes

Office: Boatyard Store office activities

Boatyard Store: Retail sales activities



Limited public access



**Business of the City Council
City of Gig Harbor, WA**

Subject: On Shore Sewer Outfall Extension Project – Consultant Services Contract

Proposed Council Action: Authorize the Consultant Services Contract with Cosmopolitan Engineering Group in the amount of \$21,088.00.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: August 13, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

ADD 8/9/07

Approved by City Administrator:

PKK 8/1/07

Approved as to form by City Atty:

Approved by Finance Director:

DL 8/9/07

Approved by Department Head:

Dave 8/1/07

Expenditure	Amount	Appropriation	See Fiscal
Required \$21,088.00	Budgeted 0	Required	Below

INFORMATION / BACKGROUND

This contract will update the design drawings and finalize a bid set of documents for the On Shore portion of the Sewer Outfall, and sewer force main between the recently constructed Pump Station 2A and the Wastewater Treatment Plant.

It is essential this project be completed this year in order to eliminate a hydraulic bottleneck in the existing undersized ten inch sewer outfall pipe. The bottleneck reduces the volume of effluent that can be discharged from the treatment plant during high rain events.

FISCAL CONSIDERATION

This project was not anticipated to be completed in the current year. However, in light of the current plant capacity limitations, final design and construction of this project this year is an essential component to the Treatment Plant Improvements.

Sufficient funds are available from the City's sewer capital fund to cover this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Authorize the Consultant Services Contract with Cosmopolitan Engineering Group in the not-to-exceed amount of \$21,088.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Avenue, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the revisions to plans for the On Shore Sewer Outfall Extension 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 August 7, 2007 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:

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 One Thousand Eighty-Eight Dollars and Zero Cents (\$21,088.00) 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**. 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 October 15, 2007; 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 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 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 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
Jim D'aboy, P.E.
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington 98402
(253) 272-7220

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 _____, 200__.

CONSULTANT
By: William Fox
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Jim D'aboy, P.E.
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington 98402
(253) 272-7220

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 William Fox 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 Cosmopolitan Eng. Group Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/8/2007

Patricia M. McBallian

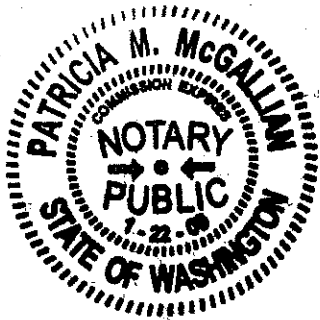
Patricia M. McBallian

(print or type name)

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

Kitsap County

My Commission expires: 1-22-2009



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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: _____

CITY OF GIG HARBOR

EXHIBIT A – SCOPE OF SERVICES

Revisions to Plans for Onshore Portion of Sewer Outfall

Cosmopolitan Engineering Group (CEG) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for Revisions to the Contract Documents for the onshore portion of the sewer outfall (as contained in Sewage Pump Station 2A project manual, prepared by Earth Tech, Inc., February 2004). The revisions to the Sewage Pump Station 2A drawings will consist of the following:

New drawings to replace portions of existing drawings C1 (7 of 51) and C3 (9 of 51) to address revisions to the way Pump Station 2A was constructed and the way the WWTP will be upgraded. The plan set produced through this scope of services will act as a stand-alone set of plans and will compliment the on-shore portion of the existing outfall and force main plan portion of the February 2004 Contract Documents for Sewage Pump Station 2A.

Task 1 – Project Management

For this project task, CEG will:

- Provide reports to the City on the status of the project either verbally or in written form every four weeks. Documenting key issues and decisions made for the project is included in this task. The update report will also identify tasks that must be performed by the Consultant and by the City for the upcoming two-week period to keep the project on schedule.
- Prepare and submit monthly invoices to the City and perform project administrative duties as required.

Task Deliverables:

CEG will provide project updates to the City as requested, prepare and submit invoices, provide project management and oversight.

Task 2 – Additions to the Existing 2004 Sewage Pump Station Drawings

For this project task, CEG will:

- Design modifications to the onshore portion of the outfall at the WWTP to address new information as to how the WWTP will be upgraded.

- Design modifications to the onshore portion of the outfall at Pump Station 2A to address differences in the way the pump station was constructed when compared to the 2004 plans.
- Design modifications to the force main connection to Pump Station 2A (as required) to give the City the desired flexibility in routing flow from Pump Station 2A to the WWTP

Task Deliverables:

CEG will provide the above described plan set to supplement the existing February 2004 Sewage Pump Station 2A plans and specifications. The existing specifications will be reviewed and amended as necessary to ensure they cover all construction required by the above described plan set. Following City review and approval, CEG will provide up to five (5) sets of plans on full-sized 22x34 mylar and electronically on CD if requested.

Task 3 – Additional Services

For this project task, CEG will:

- Prepare an analysis and Technical Memorandum (TM) assessing the pipeline design compatibility with the proposed Donkey Creek revisions, and modify the Contract Documents accordingly.
- Reevaluate the hydraulic analysis of the marine outfall to assess the benefit of increasing the diameter of the onshore outfall improvements. The analysis will be prepared to document the recommended pipeline diameter and contained in the Technical Memorandum. As a result of the reevaluation, Contract Documents will be modified accordingly.

Subconsultant Services

CEG will retain subconsultant services as necessary and authorized by the City. No subconsultant services are anticipated for this project.

Reimbursables

- Fees for reprographics, postage, and express mailing
- Mileage

PROJECT COMPLETION

CEG will begin work on project after receipt of a written notice to proceed from the City. It is anticipated that this project will be completed within seven weeks.

EXHIBIT B – FEE ESTIMATE

Task #	Description	Eng. 4 \$167.40	WP \$93.00	Drafting \$99.20	Admin. \$93.00	Task Total Costs
1	Project Management	16	4	0	8	\$ 3,794.40
2	Contract Documents	48	8	40	0	\$ 12,747.20
3	Additional Services	12	8	8	0	\$ 3,546.40
	Direct Expenses					\$ 1,000.00

Total Project Cost: \$ 21,088.00



**Business of the City Council
City of Gig Harbor, WA**

Subject: Wastewater Treatment Plant
Phase 1 Design Improvement
Amendment #1 to Consultant Services
Contract

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Consultant Services Contract Amendment #1 for Cosmopolitan Engineering Group.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer 

For Agenda of: August 13, 2007

Exhibits: Amendment #1 to Consultant Services Contract

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: Dave 8/10/07

Expenditure	Amount	Appropriation
Required \$1,083,200	Budgeted 0	Required 0

INFORMATION / BACKGROUND

This contract provides for the final design and preparation of bid documents for the Wastewater Treatment Plant Phase 1 improvements. Currently, the plant is at operational and hydraulic capacity.

FISCAL CONSIDERATION

Recently, the City received a Public Works Engineering Loan in the amount of \$765,000. Since the duration of this contract will exceed 12 months, funds are available from the PWTF Loan to cover these expenditures. Therefore, no appropriation is required at this time. It is proposed that the remaining balance be extracted from the sewer capital fund in 2008.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute an Amendment #1 to the Consultant Services Contract for Cosmopolitan Engineering Group in the not-to-exceed amount of one million eighty three thousand two hundred dollars and no cents (\$1,083,200).

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AMENDMENT is made to the AGREEMENT, dated March 12, 2007 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Avenue, Tacoma, Washington 98402, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Phase 1 Wastewater Treat Plant Improvement Design 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 March 12, 2007 (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 Services. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, 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 B** to the Amendment in the amount of One Million Eighty Three Thousand Two Hundred Dollars and No Cents (\$1,083,200.00). 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.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A** shall be completed by December 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

THE CITY OF GIG HARBOR

By: William Fox
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Bill Fox, Principal
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington 98402
(253) 272-7220

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 William Fox 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 Cosmopolitan Eng. Group Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/9/2007

Patricia M. McGallian

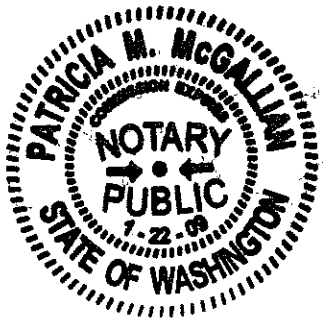
Patricia M. McGallian

(print or type name)

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

Kitsap County

My Commission expires: 1-22-2009



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: _____

CITY OF GIG HARBOR

EXHIBIT A – AMENDMENT NO. 1 SCOPE OF WORK TASK 3 – PHASE I IMPROVEMENTS DESIGN

Objective/Need for Phase I Improvements

The Phase I Improvements will be the first of two phases for the WWTP 20-year upgrade/expansion plan. The Phase I Improvements will increase plant capacity to the NPDES (WA002395-7) permitted 1.6 mgd maximum monthly average flow capacity and loading capacity of 3,680 lbs/day BOD and 3,680 lbs/day TSS. Phase II will increase plant capacity to 2.4 mgd maximum monthly average flow capacity. Due to operational problems and equipment capacity limitations, the current WWTP does not have capacity to meet presently permitted flows.

The basis for the Phase I Improvements to be designed under Task 3 is the *Phase I Improvements Technical Memorandum* (Submitted to Ecology August 2007) and *2003 Wastewater Treatment Plant Improvements Engineering Report* (Cosmopolitan Engineering Group and H.R. Esvelt Engineering; approved by WDOE October 21, 2003). Figure 1 is an update to the site plan contained in the March 12, 2007 *Consultant Services Contract* showing Phase I facilities to be designed under Task 3. The Phase I Improvements layout and design will consider space and equipment requirements for future expansions to meet flow and wasteload projections through the 20-year planning horizon.

Task 3.1 – Project Management

This task encompasses project management responsibilities:

- Kick-off meeting
- Maintaining project files
- Project correspondence
- Subconsultant team coordination and progress meetings
- Invoicing and project tracking
- Technical Quality Assurance reviews

This task includes a 5 percent administration allowance consisting of:

- Monthly status meetings (10 total) by the design team's Project Administrator, held at the City Civic Building. Design team members will participate by conference call, as needed, for status reporting.
- Five other meetings over the duration of the design for coordination with City Planning, Building, Operations and other Departments.

- Three meetings held with representatives of the Washington State Department of Ecology.
- Day-to-day oversight and correspondence to meet overall project needs, including:
 - ▶ Gathering information for dissemination
 - ▶ Schedule tracking
 - ▶ Assistance with permitting activities
 - ▶ Obtaining consultant and vendor services
 - ▶ Facilitating communication between City staff, design team, and regulatory agencies, and
 - ▶ QA/QC review of the project as a whole.

Time and materials for the administration allowance will be tracked and billed as a separate subtask. This allowance is for Task 3 activities only, to be amended as needed with Task 4.

Figure 2 is an organizational chart of the administration and design team.

Task 3.2 – Codes and Standards Review and Coordination with Local Agencies

Under this task relevant codes, standards, permits and other requirements will be researched (i.e. IBC, ADA, OSHA, NFPA, etc.). A short memo will be prepared listing applicable requirements and design decisions made to meet each applicable requirement. This task includes local agency coordination.

Deliverables:

- Draft memorandum for City and project team review.
- Final memo incorporated into 50 percent design development and preliminary design submittal.

Task 3.3 – Site Survey

Site survey includes topographic survey and boundary survey of the expanded WWTP site. Survey subtasks and products are described in detail in the *Supporting Scope, Cost, and Rate Schedule Information* attached. Full-sized original Mylars (22x34) and electronic CD of topographic and boundary surveys will be provided.

Survey tasks also include on-site investigations completed to support electrical, process, and civil as-built of past construction work.

Task 3.4 – Geotechnical Evaluation

This work includes drilling 6 exploratory soil borings totaling about 240 lineal feet, excavating 4 to 6 test pits, and performing laboratory testing. Engineering analysis will be performed to develop recommendations for design and construction of the proposed plant improvements. A geotechnical report will be prepared summarizing the results of explorations and testing. Recommendations for soil bearing capacities, dewatering methods, compaction, earthwork suitability, foundation requirements and other construction requirements and methods will be presented.

Geotechnical evaluation subtasks, assumptions, and products are described in detail in the *Supporting Scope, Cost, and Rate Schedule Information* attached.

Deliverables:

- Four draft copies (including electronic copy)
- Four final copies (including electronic copy) of Geotechnical Report delivered to the City.

Task 3.5 – Preliminary Activities

Preliminary activities, completed in 2007 prior to 50 percent design for the Phase I facilities overall, will include dewatering centrifuge equipment evaluation and prepurchase, and design of aeration basin diffuser replacements and walkway.

Centrifuge Equipment Evaluation and Prepurchase

- Development of equipment specifications, evaluation criteria, and Request for Proposal (RFP) for centrifuge equipment with invitation of up to three centrifuge manufacturers to submit proposals.
- RFP advertisement and response to requests for information (RFIs).
- Evaluation of centrifuge proposals received, with recommendation of a selected manufacturer to the City.
- All correspondence with manufacturers and equipment vendors.

Deliverables:

- Four copies (including electronic copy) of Request for Proposal document with cover letter to manufacturers.
- Recommendation letter to City, including centrifuge manufacturer's terms and conditions to be added into the Phase I Contract Documents.

Aeration Basin Diffusers and Walkway

- Evaluation and selection of aeration basin diffuser equipment.

- Plan and profile drawing (1 sheet) of diffuser modifications design.
- Design of 24-inch walkway between aeration basins to facilitate aeration basin maintenance activities. Structural drawing (1 sheet) with specifications.
- It is assumed that the City will independently hire a contractor from the small public works roster to complete aeration basin diffuser and walkway modifications. City staff will oversee services during construction.
- Engineering team will perform final inspection and punch list (if needed).

Deliverables:

- One copy of 22x34 drawings on Mylar and technical specifications (including electronic copy) ready for construction.

Task 3.6 – Design Development and Preliminary Design

Design development and preliminary design will represent an approximately 50 percent level of design completion. The design development and preliminary design submittal will include:

- Site visits to gather information for, and office development of 3-D CADD model, including coordinate reference system.
- Site visits to gather and check detail information for the design
- Progress on all facilities civil, structural and mechanical layout in 3-D model, including dimensioning
- Specifications table of contents with major equipment and materials specification
- Updated drawing list
- Updated site plan, hydraulic profile, design criteria, and cost estimate
- Progress on architectural design
- Plans, sections and details (not all sheets will be represented; cumulative level of completion will be approximately 50 percent)
- Draft equipment, piping, instrumentation, I/O, door and window, architectural finish, HVAC, and other lists and schedules
- Preliminary process and instrumentation diagrams

This task includes presentation of the 50 percent design development and preliminary design document to the City. City comments will be incorporated into the final design submittal.

Deliverables:

- Ten copies (including electronic copy) of design development and preliminary design submittal (two or three volumes including ½ size plans, and specifications). Full size drawings will also be furnished to the City.

Task 3.7 – Final Design

Final design includes those steps to address City and Agency comments to bring the contract documents from an approximate 50 percent design to bid ready.

At an approximate 90 percent to 100 percent completion level, the Project Manual (plans and specifications) will be stamped with the Engineer's seal (but not signed) and submitted to the City, Washington State Department of Ecology, and other agencies (i.e., PWTF) as required for review and approval. Following receipt of comments from the City, Ecology and other agencies, the design team will perform final reviews and edits. The product of the design reviews will be City/design team memoranda.

A final cost estimate will be prepared (Engineer's estimate) for comparison with contractor bids.

Specifications will include contracting and bidding requirements and complete technical specifications.

The Project Manual will be updated per comments received, be Ecology approved, and be bid ready. However, to expedite the construction schedule, the Project may be bid prior to Ecology approval under future Task 4.

Deliverables:

- Stamped and signed (bid ready) plans and specifications (Project Manual).
- Final drawings shall be wet stamped with the Engineer's seal on 22x34 full sized Mylar sheets. Half sized sheets reproduced to full sized sheets will not be accepted by the City.
- 11x17 drawings will be distributed to the design team.
- An electronic version of the Project Manual will be created on a labeled CD.

Assumptions:

- Ecology approval of the bid ready plans and specifications will be obtained prior to construction contract Notice to Proceed (under future Task 4).
- SEPA Checklist will be prepared by the City with support from design team.
- Cultural resources study will be commissioned by the City and be directly paid for by the City.
- Shoreline permit will be prepared by the City with support from the design team.

Deliverables:

- Ten copies (including electronic copy) of design development and preliminary design submittal (two or three volumes including ½ size plans, and specifications). No full size plans will be produced.

Task 3.7 – Final Design

Final design includes those steps to address City and Agency comments to bring the contract documents from an approximate 50 percent design to bid ready.

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- SEPA Checklist will be prepared by the City with support from design team.
- Cultural resources study will be commissioned by the City and be directly paid for by the City.
- Shoreline permit will be prepared by the City with support from the design team.

- City will complete a wetlands delineation of the parcel(s) on which will sit the Phase I and II WWTP improvements. Wetlands report will be directly paid for by the City.
- City will complete building permit application materials.
- A City planner will be assigned to the project to work with the design team's project administrator.

Schedule – Exhibit B

Exhibit B herein amends the March 12, 2007 Schedule for design and construction phases of the WWTP Phase I Improvements. Bid ready plans and specifications would be available 10 months from Notice to Proceed, assuming a 2-week City review period concurrent with final edits to Agency submittal, followed by a 30-day Ecology review period.

Engineering Services Fee Summary – Exhibit C

Exhibit C contains a summary of engineering services fees broken down by consultant. The attached *Supporting Scope, Cost and Rate Schedule Information* contains further breakdown of labor and expenses.

Draft Drawing Index – Exhibit D

Exhibit D contains a draft drawing index which, along with the *Phase I Technical Memorandum* forms the basis of the engineering services scope and budget contained in this Amendment No. 1. The draft drawing index will be further refined during the 50 percent and agency review design submittals.

Future Tasks

The following is an outline of the future tasks associated with the overall project, to be scoped and budgeted in detail as scheduled milestones occur.

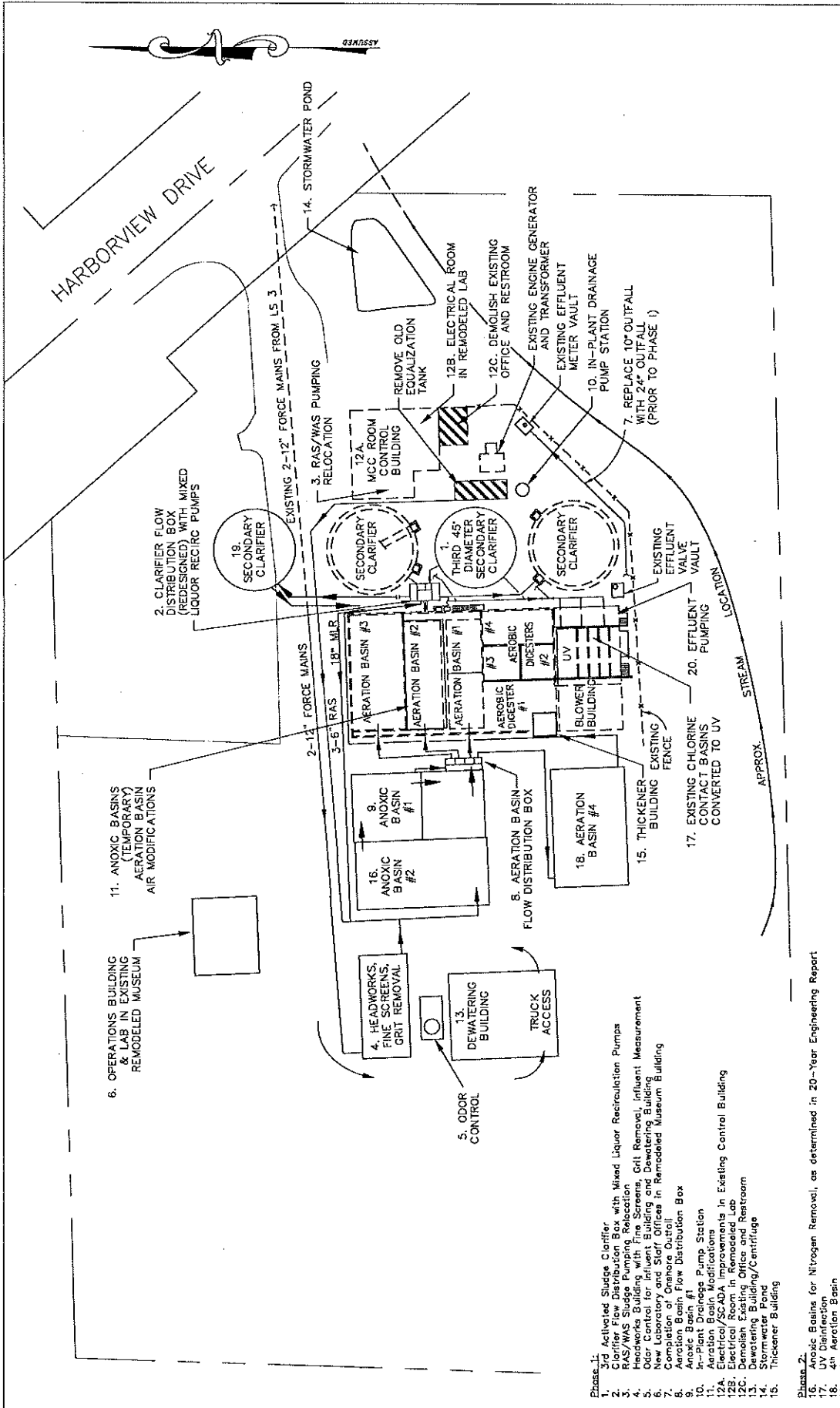
TASK 4 PHASE I CONSTRUCTION SERVICES

- 4.1 Pre-Bid Conference
- 4.2 Response to Questions
- 4.3 Addenda
- 4.4 Bid Evaluation
- 4.5 Recommendation to City of Gig Harbor
- 4.6 Construction Phase Engineering Management and Coordination
- 4.7 Contractor Notices
- 4.8 Provide Contract Documents to Contractor
- 4.9 Provide Survey Reference Points for Contractor
- 4.10 Review Contractor Submittals–Administrative
- 4.11 Review Contractor Submittals–Technical
- 4.12 Provide On-Site Engineer's Representative
- 4.13 Provide Design Engineer Periodic Inspections

- 4.14 Provide Special Inspection
- 4.15 Provide Design Interpretation for Contractor
- 4.16 Prepare Change Orders
- 4.17 Cost and Schedule Tracking
- 4.18 Pay Estimate Review and Negotiation
- 4.19 Engineer's Operation and Maintenance Manual
- 4.20 Periodic Reports to City Council
- 4.21 Punch List and Completion Monitoring
- 4.23 Certificates of Completion—Each construction item/phase, final

TASK 5 PHASE I SERVICES FOLLOWING CONSTRUCTION

- 5.1 Startup Assistance and Operations Review
- 5.2 Operator Training
- 5.3 Record Drawings Preparation
- 5.4 Warranty Period Assistance
- 5.5 11-Month Review
- 5.6 Operation and Maintenance Manual Update

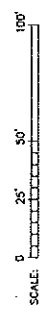


- Phase 1:**
1. Activated Sludge Clarifier
 2. Clarifier Flow Distribution Box with Mixed Liquor Recirculation Pumps
 3. RAS/WAS Sludge Pumping Relocation
 4. Headworks Building with Fine Screens, Grit Removal, Influent Measurement
 5. Odor Control for Influent Building and Dewatering Building
 6. New Laboratory and Staff Offices in Remodeled Museum Building
 7. Completion of Chlore Outfall
 8. Aeration Basins #1
 9. Aerobic Digester
 10. In-Plant Drainage Pump Station
 11. Aeration Basin Modifications
 - 12A. Electrical/SCADA Improvements in Existing Control Building
 - 12B. Electrical Room in Remodeled Lab
 - 12C. Demolish Existing Office and Restroom
 13. Dewatering Building/Centrifuge
 14. Stormwater Pond
 15. Thickener Building
- Phase 2:**
16. Anoxic Basins for Nitrogen Removal, as determined in 20-Year Engineering Report
 17. UV Disinfection
 18. 4th Aeration Basin
 19. 4th Activated Sludge Clarifier
 20. Effluent Pumping Upgrade

LEGEND

--- EXISTING STRUCTURE

--- PROPOSED STRUCTURE



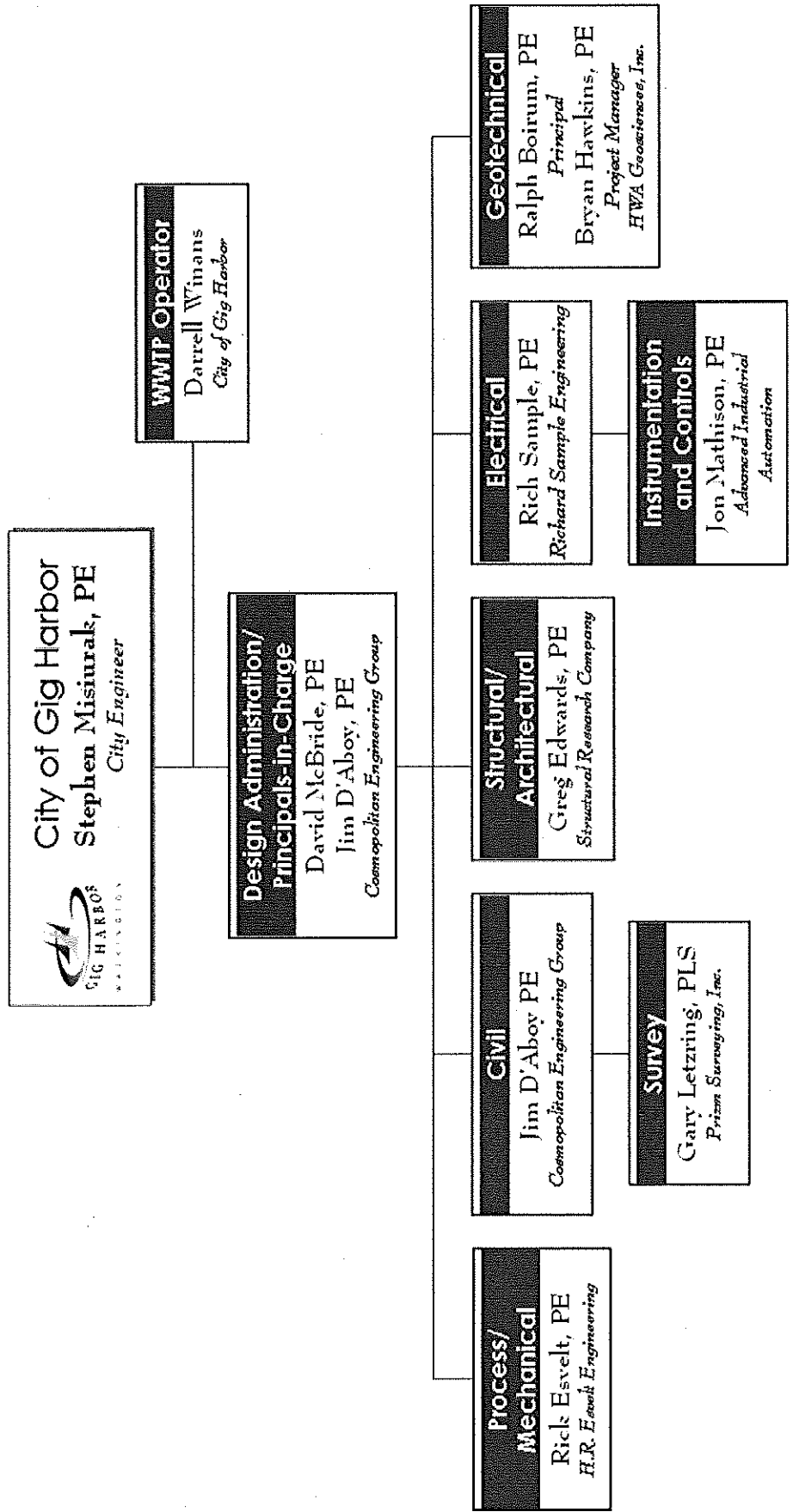
GCHT August 2, 2007

Figure 1 to Exhibit A -
City of Gig Harbor
Wastewater Treatment Plant
Proposed Improvements

**H. R. ESYOIT
ENGINEERING**
ENVIRONMENTAL ENGINEERING
H. Richard Ewy, P.E.
#408 N.E. Bayview Rd. Bellingham, WA 98210 (360) 842-7988 (360) 842-5072
FAX (360) 790-4881

ENGINEERING GROUP
711 Pacific Avenue
Clark, Everett, Bellingham, and Snohomish
and Consulting
(253) 372-7250 fax

Gig Harbor Wastewater Treatment Plant Phase I Design Organization Chart

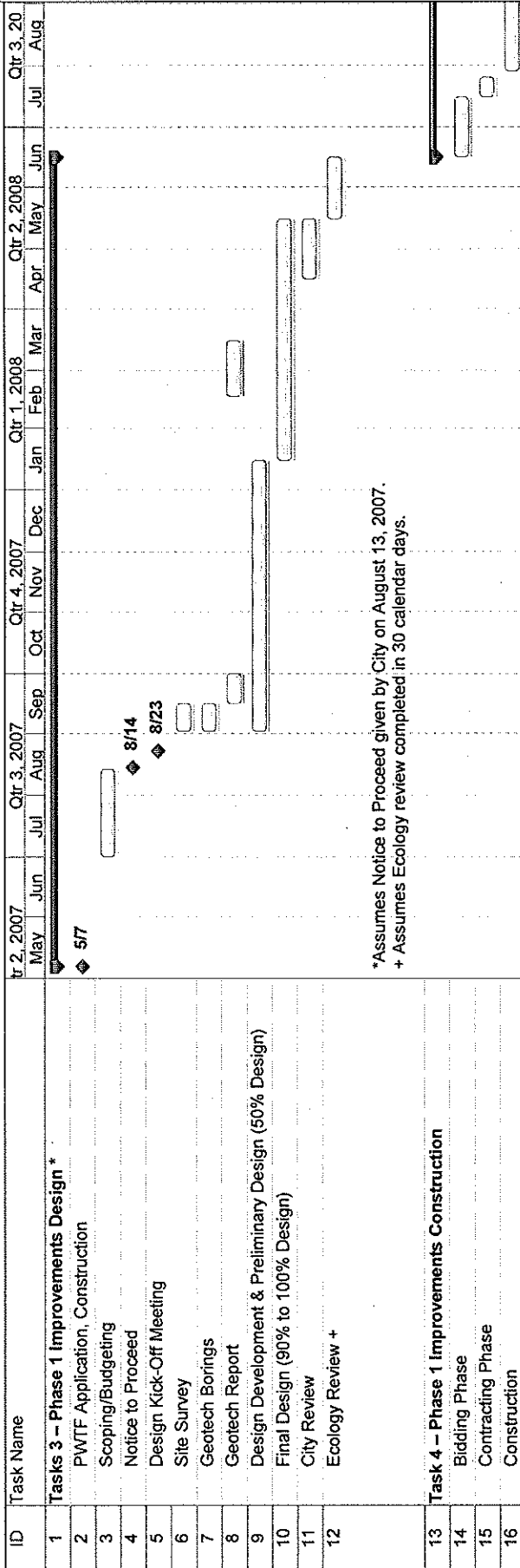


GIG/19/Contract/Amendment #1



Figure 2 to Exhibit A
July 2007

Exhibit B Gig Harbor WWTP Upgrade/Expansion - Phase I Design/Construction Schedule



Gig Harbor WWTP Engineering Services Schedule Date: 8/9/07	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">Task</td> <td style="width: 20%; text-align: center;">Milestone</td> <td style="width: 20%; text-align: center;">Summary</td> <td style="width: 20%; text-align: center;">Critical Path</td> </tr> <tr> <td style="text-align: center;">Progress</td> <td style="text-align: center;">◆</td> <td style="text-align: center;">◆</td> <td style="text-align: center;">◆</td> </tr> </table>	Task	Milestone	Summary	Critical Path	Progress	◆	◆	◆
Task	Milestone	Summary	Critical Path						
Progress	◆	◆	◆						

Exhibit B Gig Harbor WWTP Upgrade/Expansion - Phase I Design/Construction Schedule

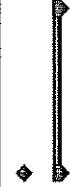
ID	Task Name	Qtr 4, 2008			Qtr 1, 2009			Qtr 2, 2009			Qtr 3, 2009			Qtr 4, 2009			
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Tasks 3 - Phase 1 Improvements Design *																
2	PWTF Application, Construction																
3	Scoping/Budgeting																
4	Notice to Proceed																
5	Design Kick-Off Meeting																
6	Site Survey																
7	Geotech Borings																
8	Geotech Report																
9	Design Development & Preliminary Design (50% Design)																
10	Final Design (90% to 100% Design)																
11	City Review																
12	Ecology Review +																
13	Task 4 - Phase 1 Improvements Construction																
14	Bidding Phase																
15	Contracting Phase																
16	Construction																

Gig Harbor WWTP
Engineering Services Schedule
Date: 8/9/07

Task
Progress



Milestone
Summary



Critical Path



**EXHIBIT C
AMENDMENT NO. 1 TO WWTP MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR
AND COSMOPOLITAN ENGINEERING GROUP**

TASK 3	H.R. Esvelt Engineering	Structural Research Co.	Cosmopolitan Engr. Group	Prizm Surveying	Richard Sample Engr.	HWA Geosciences	Sub-Mark Up 10%	TOTAL
PHASE 1 IMPROVEMENTS DESIGN								
3.1 Project Management	\$ 21,500.00	\$ 8,320.00	\$ 64,357.80		\$ -	\$ -	2,982	\$ 97,159.80
3.2 Project Administration (5% of TOTAL TASK 3) Codes and Standards Review and Coordination with Local Agencies – IBC, OSHA, NFPA, ADA	\$ -	\$ 14,620.00	\$ 2,256.84		\$ -	\$ -	1,462	\$ 18,338.84
3.3 Site Survey	\$ 1,400.00	\$ -	\$ 4,315.12	\$ 10,110.00	\$ 5,232.00	\$ -	663	\$ 11,610.32
3.3.1 Topographic Survey				\$ 2,275.00			1,011	\$ 11,121.00
3.3.2 Boundary Survey							228	\$ 2,502.50
3.3.3 Geotechnical Evaluation							550	\$ 9,532.72
3.4 Geotechnical Evaluation	\$ 2,540.00	\$ 2,960.00	\$ 3,482.72				285	\$ 3,135.00
3.4.1 Test Pits, Utility Locate, Other							1,502	\$ 16,519.80
3.4.2 Drilling Subcontract							334	\$ 3,669.60
3.4.3 Laboratory Testing							2,608	\$ 28,668.00
3.4.4 Geotechnical Design Report					\$ 440.00		2,110	\$ 27,573.76
3.5 Preliminary Activities	\$ 11,100.00	\$ 9,560.00	\$ 4,363.76					
3.5.1 Centrifuge Evaluation and Purchase								
3.5.2 Aeration Basin Diffusers and Walkway								
3.5.3 Preliminary Design and Preliminary Design (50% Design)								
3.6 Design Development and Preliminary Design (50% Design)	\$ 120,260.00	\$ 139,560.00	\$ 84,844.78		\$ 91,794.85	\$ -	35,161	\$ 471,621.12
3.6.1 Layout Plans and Sections								
3.6.2 Specifications Table of Contents								
3.6.3 Design Development Review								
3.6.4 Draft Plans								
3.6.5 Draft Specifications								
3.6.6 Preliminary Design Review								
3.7 Final Design (50% to 100% Design Process)	\$ 66,740.00	\$ 89,240.00	\$ 33,563.00		\$ 111,327.85	\$ -	26,731	\$ 327,601.64
3.7.1 Final Design Review by City								
3.7.2 Final Design Review by Ecology								
3.7.3 Contract Drawings and Specifications, Cost Est.								
TOTAL TASK 3	\$ 223,500.00	\$ 264,300.00	\$ 251,300.00	\$ 12,400.00	\$ 208,800.00	\$ 47,300.00	\$ 75,600.00	\$ 1,083,200.00
TASK 4	TO BE BUDGETED FOLLOWING PHASE I - 90% DESIGN REVIEW							
PHASE 1 CONSTRUCTION SERVICES								
4.1 Pre-Bid Conference								
4.2 Response to questions								
4.3 Addenda								
4.4 Bid evaluation								
4.5 Recommendation to City of Buckley								
4.6 Construction Phase Engineering Management and Coordination								
4.7 Contractor Notices								
4.8 Provide Contract Documents to Contractor								
4.9 Provide Survey Reference Points for Contractor								
4.10 Review Contractor Submittals-Contract								
4.11 Review Contractor Submittals-Technical								
4.12 Provide On-Site Engineers Representative								
4.13 Provide Design Engineer Periodic Inspections								
4.14 Provide Special Inspection								
4.15 Provide Design Interpretation for Contractor								
4.16 Prepare Change Orders								
4.17 Cost and Schedule Tracking								
4.18 Pay Estimate review and negotiation								
4.19 Engineer's Operation and Maintenance Manual								
4.20 Periodic Reports to City Council								
4.21 Punch List and Completion Monitoring								
4.22 Certificates of Completion—each construction item/phase, final								

EXHIBIT C
AMENDMENT NO. 1 TO WWTP MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR
AND COSMOPOLITAN ENGINEERING GROUP

	H.R. Esvelt Engineering	Structural Research Co.	Cosmopolitan Engr. Group	Prizm Surveying	Richard Sample Engr.	HWA Geosciences	Sub-Mark Up 10%	TOTAL
TASK 5 PHASE 1 SERVICES FOLLOWING CONSTRUCTION								
5.1 Startup Assistance and Operations Review	TO BE BUDGETED FOLLOWING PHASE I - 90% DESIGN REVIEW							
5.2 Operator Training								
5.3 Record Drawings Preparation								
5.4 Warranty Period Assistance								
5.5 11-Month Review								
5.6 Operation and Maintenance Manual Update								

**EXHIBIT D
GIG HARBOR WWTP PHASE 1 UPGRADE
DRAFT DRAWING INDEX**

		Sheet Title	Greg		Jim		Jon	
			Arch SRC	Rick HRE	Dave CEG	Rich RSE	Rick-PID AIA	
SECTION O: OVERALL								
1	*	O1	Cover Sheet	1				
2	*	O2	Index to Drawings	1				
3	*	O3	Use of Drawings, Legends, Abbreviations	1				
4	*	O4	Overall Site Coordinate System	1				
5	*	O5	Construction Phase 1, Existing Plant With Piping	1				
6	*	O6	Construction Phasing A		1			
7	*	O7	Construction Phasing B		1			
8	*	O8	Construction Phasing C		1			
9	*	OP1	Hydraulic Profile		1			
10	*	OP2	Design Criteria, Mechanical Equipment List		1			
SECTION S: SITE WORK								
11	*	S1	Treatment Plant Site Isometric	1				
12	*	S2	Treatment Plant Overall Site Layout Plan		1			
13	*	SD1	Site Demo			1		
14	*	SC1	Existing Site Contours			1		
15	*	SC2	Final Site Contours			1		
16	*	SC3	Site Sidewalk, Paving, and Fencing Plan			1		
17	*	SC4	Grading and Drainage			1		
18	*	SC5	Site Erosion Control & Plantings			1		
19	*	SC6	Stormwater Detention Pond			1		
20	*	SC7	General Civil Notes, Legends, and Details			1		
21	*	SC8	Typical Civil Details			1		
22	*	SC9	Landscaping Details			1		
23	*	SP1	Yard Piping Overall Plan		1			
24	*	SP2	Yard Piping Detail Plan - Existing Plant Area		1			
25	*	SP3	In-Plant Pump Station		1			
SECTION H: HEADWORKS								
26	*	H1	Isometric Views	1				
27	*	H2	Overall Layout Plan	1				
28	*	HP1	Overall Process Layout Isometric		1			
29	*	HP2	Overall Process Layout Plan		1			
30	*	HP3	Headworks Process Sections		1			
31	*	HP4	Headworks Process Details		1			
32	*	HP5	Headworks and odor scrubber area		1			
33	*	HP6	Odor Scrubber Plan			1		
34	*	HP7	Odor Scrubber Sections and Details			1		
35	*	HP8	Odor Scrubber Ducting Plan & Sections			1		
36	*	HA1	East & South Elevations	1				
37	*	HA2	West & North Elevations	1				
38	*	HA3	Distribution Box A Isometric, Plans, Section	1				
39	*	HS1	Foundation Plan	1				
40	*	HS2	Upper Level Framing Plan	1				
41	*	HS3	Roof Framing Plan	1				
42	*	HS4	Building Sections, Longitudinal	1				
43	*	HS5	Building Sections, Transverse, Longitudinal	1				
44	*	HS6	Channel Isometric, Sections, and Details	1				
45	*	HS7	Odor Scrubber Pad Plan & Sections	1				
SECTION D: DEWATERING BUILDING WITH MCC ROOM								
46	*	D1	Isometric View	1				
47	*	D2	Isometric Views	1				
48	*	D3	Overall Plan View	1				
49	*	DP1	Process Piping Isometrics		1			
50	*	DP2	Piping Plan		1			
51	*	DP3	Process Plan and Sections		1			
52	*	DP4	Centrifuge layout and details		1			
53	*	DP5	Sections		1			
54	*	DP6	Sections and Details		1			
55	*	DA1	East & West Elevations	1				
56	*	DA2	North & South Elevations	1				
57	*	DS1	Foundation Plan	1				
58	*	DS2	Roof Framing Plan	1				
59	*	DS3	Building Sections	1				
60	*	DS4	Expanded Isometric Views, Details	1				
61	*	DS5	Details, Roof Framing Isometric	1				
SECTION T: THICKENER BUILDING								
62	*	T1	Isometric View	1				
63	*	T3	Overall Plan View and Elevations	1				
64	*	TP1	Process Piping Isometrics		1			
65	*	TP2	Process Plan and Sections		1			
66	*	TP3	Sections		1			
67	*	DS1	Foundation and Aeration Basin Lid Plan	1				
68	*	DS2	Pre-Engineered Building Sections	1				
SECTION C: NEW CLARIFIER & FLOW D BOX C & MLR PUMPING								
69	*	C1	Overall Isometric View	1				
70	*	C2	Overall Clarifier Area Layout Plan	1				
71	*	CP1	Process Isometric		1			
72	*	CP2	Process Plan		1			
73	*	CP3	Process Sections		1			
74	*	CP4	Process Details		1			
75	*	CP5	Clarifier Distribution Box C Process Plan, Sections		1			
76	*	CP6	D Box C MLR Pumps sections & details		1			
77	*	CP7	D Box C MLR Pumps Details		1			

**EXHIBIT D
GIG HARBOR WWTP PHASE 1 UPGRADE
DRAFT DRAWING INDEX**

		Sheet Title	Greg Arch SRC	Rick HRE	Jim Dave CEG	Rich RSE	Jon Rick-PID AIA
78	*	CS1	Foundation Plan, Details	1			
79	*	CS2	Structural Section, Details	1			
80	*	CS3	Distribution Box C Isometric, Plans, Section	1			
SECTION A: ANOXIC BASINS							
81	*	A1	Isometric View	1			
82	*	A2	Overall Layout Plan	1			
83	*	AP1	Process Piping Isometrics		1		
84	*	AP2	Process Piping and Equipment Layout		1		
85	*	AP3	Piping Section		1		
86	*	AP3	Exterior Process and Drain Piping		1		
87	*	AP4	Aeration Basins Distribution Box A		1		
88	*	AA1	East & West Elevations	1			
89	*	AA2	North & South Elevations	1			
90	*	AS1	Foundation Plan	1			
91	*	AS2	Basin Sections	1			
92	*	AS3	Basin Sections	1			
93	*	AS4	Wall Reinforcement Sections	1			
94	*	AS5	Wall Reinforcement Sections, Reinforcement Details	1			
95	*	AS6	Aeration Basins Distribution Box A, Iso, Plan, Details	1			
SECTION B: EXISTING AERATION BASIN & BLOWER MODIFICATIONS							
96	*	B1	Aeration Basin Area Isometric View	1			
97	*	B2	Aeration Basin Area Overall Plan View	1			
98	*	BD1	Center Basin Demolition Plan		1		
99	*	BP1	Basin Piping & Equipment Isometric		1		
100	*	BP2	Basin Piping & Equipment Layout Plan		1		
101	*	BP3	Sections and Details		1		
102	*	BP4	Blower Building Equipment & Piping Plan		1		
103	*	BP5	Blower Building Piping Plan & Sections		1		
104	*	BP6	Blower Building Piping Sections and Details		1		
105	*	BS1	Structural Plan View	1			
106	*	BS2	Basin Sections	1			
107	*	BS3	Sections, Isometrics, and Details	1			
SECTION R: RAS/WAS PUMP RELOCATION & ELECTRICAL ROOM IN EXISTING BLDG							
108	*	R1	Overall South Basin Isometric View	1			
109	*	R2	Overall South Basin Plan	1			
110	*	RD1	South Basin Demolition Plan	1			
111	*	RP1	Piping & Equipment Isometric		1		
112	*	RP2	Piping & Equipment Layout Plan		1		
113	*	RP3	Existing Equipment & Piping Plan & Demolition		1		
114	*	RP4	Existing Equipment & piping changeover		1		
115	*	RP5	Sections and Details		1		
116	*	RP6	Sections and Details		1		
117	*	RS1	RAS/WAS Room Plan and Details	1			
118	*	RS2	New Electrical Room in Existing Building Plan	1			
119	*	RS3	Foundation Plan	1			
120	*	RS4	Wall & Roof Sections & Details	1			
SECTION L: REMODEL EXISTING MUSEUM BLDG TO LAB, OFFICES & CREW QUARTERS							
121	*	L1	Overall Building Isometric View	1			
122	*	L2	Overall Building Plan & Isometric	1			
123	*	LD1	Demolition Plan	1			
124	*	LD2	Demolition Details	1			
125	*	LP1	Laboratory Plan		1		
126	*	LP2	Laboratory Section & Details		1		
127	*	LP3	Building Piping and Drains		1		
128	*	LA1	Building Overall Architectural Plan	1			
129	*	LA2	Exterior Elevations	1			
130	*	LA3	Exterior Elevations	1			
131	*	LA4	Upper Level Plan	1			
132	*	LA5	Expanded Plans	1			
133	*	LA6	Interior Elevations	1			
134	*	LA7	Casework	1			
135	*	LS1	Lower Level Structural Plan	1			
136	*	LS2	Sections and Details	1			
137	*	LS3	Sections and Details	1			
138	*	LM1	Building Heating and Ventilation		1		
SECTION G: GENERAL							
139	*	GP1	Piping List & Process Details		1		
140	*	GP2	Process Details		1		
141	*	GP3	Process Details		1		
142	*	GP4	Piping Support Details	1			
143	*	GA1	Room Finish & Mfr. Product/Color Schedule	1			
144	*	GA2	Door Schedule, Door and Window Types	1			
145	*	GA3	Door and Window Details	1			
146	*	GA4	Guardrail Profiles & Details, Ladder Detail	1			
147	*	GA5	Typical Details, Guardrail Details	1			
148	*	GA6	Stair Schedule, Stair Details	1			
149	*	GA7	Grating Schedule, Details	1			
150	*	GS1	General Structural Notes, Legends, and Details	1			
151	*	GS2	Typical Structural Concrete Details	1			
152	*	GS3	Typical Structural Masonry Details	1			
153	*	GS4	Typical Structural Wood Framing Details	1			
SECTION E: ELECTRICAL							
154	*	E1	Overall Electrical Reference Site Plan, Electrical Drawing List			1	

**EXHIBIT D
GIG HARBOR WWTP PHASE 1 UPGRADE
DRAFT DRAWING INDEX**

		Sheet Title	Greg	Jim	Jon			
			Arch	Rick	Dave	Rich		
			SRC	HRE	CEG	RSE		
						Rich-PID		
						AIA		
155	*	E2	Electrical symbols legend, Electrical Equipment List			1		
156	*	E3	Electrical Equipment Schedules			1		
157	*	E4	Overall site power and signal plan, Drawing Notes			1		
158	*	E5	Control Building / Generator / Transformer plan, Drawing Notes			1		
159	*	E6	Control Building - RAS WAS pump and shop plan, Drawing Notes			1		
160	*	E7	Control Building - Equipment Elevations & Details - Sheet 1			1		
161	*	E8	Control Building - Equipment Elevations & Details - Sheet 2			1		
162	*	E9	Blower Building plan, Drawing Notes			1		
163	*	E10	Blower Building - Elevations & Details			1		
164	*	E11	Centrifuge Building Plan, Elevations and Details			1		
165	*	E12	Dewatering Building Plan, Drawing Notes			1		
166	*	E13	Dewatering Building Sections & Details			1		
167	*	E14	Headworks Building Plan, Drawing Notes			1		
168	*	E15	Headworks Building Sections & Details			1		
169	*	E16	Operations Building Main Floor Plan, Drawing Notes			1		
170	*	E17	Operations Building Upper & Basement Floor Plans			1		
171	*	E18	In-plant Drain Pump Station Plan, Elevation & Details			1		
172	*	E19	Anoxic Basin No. 1 Plan & Details			1		
173	*	E20	Aeration Basin Nos. 1,2,3 Plan & Details			1		
174	*	E21	Aerobic Digester / Effluent Pumping Area Plan & Details			1		
175	*	E22	Clarifier No. 3 Area Plan & Details			1		
176	*	E23	Miscellaneous elevations, sections and details- Sheet 1			1		
177	*	E24	Miscellaneous elevations, sections and details- Sheet 2			1		
178	*	E25	Power System One-line Diagram, Conduit/Cable schedule, Sheet 1			1		
179	*	E26	Power System One-line Diagram, Conduit/Cable schedule, Sheet 2			1		
180	*	E27	Power System One-line Diagram, Conduit/Cable schedule, Sheet 3			1		
181	*	E28	Power System One-line Diagram, Conduit/Cable schedule, Sheet 4			1		
182	*	E29	Power System One-line Diagram, Conduit/Cable schedule, Sheet 5			1		
183	*	E30	One-line Diagram Notes			1		
184	*	E31	Power panelboard schedules			1		
185	*	E32	Signal System One-line Diagram, Conduit/Cable schedule			1		
186	*	E33	Signal System Misc. Wiring Diagrams, Diagram notes			1		
187	*	E34	In-plant Drain Pump Station Wiring Diagram, Spec.			1		
188	*	E35	Control Building Demolition Plan, Drawing Notes			1		
189	*	E36	Blower Building Demolition Plan, Drawing Notes			1		
190	*	E37	Headworks & RAS/WAS Pump Area Demolition Plans, Drawing Notes			1		
191	*	E38	Existing Museum Building Demolition Plans, Drawing Notes			1		
192	*	E39	Demolition One-line Diagram Drawing Notes			1		
193	*	E40	Thickener Building Power and Lighting					
SECTION I: INSTRUMENTATION AND CONTROL								
194	*	PID1	P&ID sheet 1 (legend and general notes)				1	
195	*	PID2	P&ID sheet 2 (block diagram)				1	
196	*	PID3	P&ID sheet 3				1	
197	*	PID4	P&ID sheet 4				1	
198	*	PID5	P&ID sheet 5				1	
199	*	PID6	P&ID sheet 6				1	
200	*	PID7	P&ID sheet 7				1	
201	*	PID8	P&ID sheet 8				1	
202	*	PID9	P&ID sheet 9				1	
203	*	PID10	P&ID sheet 10				1	
204	*	PID11	P&ID sheet 11				1	
205	*	EIC1	Control panel layout (PCP-100)				1	
206	*	EIC2	Control panel layout (PCP-200)				1	
207	*	EIC3	Control panel layout (PCP-300)				1	
208	*	EIC4	Control diagram Sheet 1				1	
209	*	EIC5	Control diagram Sheet 2				1	
210	*	EIC6	Control diagram Sheet 3				1	
211	*	EIC7	Control diagram Sheet 4				1	
212	*	EIC8	Control diagram Sheet 5				1	
213	*	EIC9	Control diagram Sheet 6				1	
214	*	EIC10	Control diagram Sheet 7				1	
215	*	EIC11	Control diagram Sheet 8				1	
216	*	EIC12	Control diagram Sheet 9				1	
Sheet Counts			85	53	15	39	23	216



ENGINEERING
G R O U P

Supporting Scope, Cost, and Rate Schedule Information

Civil Environmental
and e reational
Consulting

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION
PHASE 1 DESIGN

Engineering Scope and Engineering Cost Estimate
H.R. Esvelt Engineering - HRE

Personnel Billing Rate/Hour	HRE	ENGR 2	ENGR 3	ENGR 4	ENGR Tech	CADD	Proj/Asst	Admin	Total Labor Hours	Total Labor Cost	EXPENSES		COMMENTS
											Mileage \$	Other \$	
	\$ 140.00												
	150					60.00			150	\$ 21,000.00	\$ 300.00	\$ 200.00	\$ 500.00
3.1 Project Management													
3.2 Codes and Standards Review and Coordination with Local Agencies – IBC, OSHA, NFPA, ADA	10								10	\$ 1,400.00			
3.3 Site Survey	16								16	\$ 2,240.00	\$ 100.00	\$ 200.00	\$ 300.00
3.4 Geotechnical Evaluation	40								40	\$ 5,600.00		\$ 50.00	\$ 50.00
3.5 Preliminary Activities	30					20			50	\$ 5,400.00		\$ 50.00	\$ 50.00
3.5.1 Centrifuge Evaluation and Repurchase	200					140			280	\$ 39,400.00	\$ 220.00	\$ 200.00	\$ 450.00
3.5.2 Aeration Basin Diffusers and Walkway	140								280	\$ 28,000.00			
3.6 Design Development and Preliminary Design (50% Design)	40								40	\$ 5,600.00			
3.6.1 Layout Plans and Sections	40								40	\$ 5,600.00			
3.6.2 Specifications Table of Contents	140								280	\$ 28,000.00			
3.6.3 Design Development Review	40								40	\$ 5,600.00			
3.6.4 Draft Plans	90								90	\$ 12,600.00			
3.6.5 Preliminary Design Review	40								40	\$ 5,600.00			
3.6.6 Final Design (50% to 100% Design Process)	180								330	\$ 34,200.00	\$ 240.00	\$ 200.00	\$ 440.00
3.7 Final Design Review by City	40								40	\$ 5,600.00	\$ 160.00		\$ 160.00
3.7.1 Final Design Review by Ecology	40								40	\$ 5,600.00	\$ 120.00		\$ 120.00
3.7.2 Contract Drawings and Specifications, Cost Est.	100								200	\$ 20,000.00	\$ 220.00	\$ 400.00	\$ 620.00
	1296					650			1946	\$ 220,440.00	\$ 1,600.00	\$ 1,500.00	\$ 3,100.00
SUBTOTALS													

**GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION
PHASE I DESIGN**

**Engineering Scope and Engineering Cost Estimate
Structural Research Company - SRC**

Personnel/ Billing Rate/Hour	GDE	ENGR 2	Architect	Technician	LABOR		Total Labor Hours	Total Labor Cost	EXPENSES		Total Expenses	COMMENTS
					CADD	\$			Mileage	Other		
	\$ 130.00	\$ 110.00	\$ 120.00	\$ 80.00	\$ 60.00							
TASK 3 PHASE I IMPROVEMENTS DESIGN												
3.1 Project Management	64						84	\$ 8,320.00				
3.2 Codes and Standards Review and Coordination with Local Agencies – IBC, OSHA, NFPA, ADA	48		64				112	\$ 13,820.00	\$ 300.00	\$ 400.00	\$ 700.00	GDE coord w/local agencies, Architect trip to get program (space) data for Ops/Crew
3.3 Site Survey	16	8					24	\$ 2,960.00				
3.4 Geotechnical Evaluation												
3.5 Preliminary Activities												
3.5.1 Centrifuge Evaluation and Prepurchase												
3.5.2 Aeration Basin Diffusers and Walkway	72		64		92		72	\$ 8,360.00	\$ 200.00	\$ 600.00	\$ 1,100.00	GDE trip to verify As-Built 3D model
3.6 Design Development and Preliminary Design (50% Design)	300	80					586	\$ 61,000.00				
3.6.1 Layout Plans and Sections	88	32					120	\$ 14,960.00				
3.6.2 Specifications Table of Contents	16						16	\$ 2,080.00				
3.6.3 Design Development Review	24	16	16				56	\$ 6,800.00				
3.6.4 Draft Plans	88	64	40	48		164	454	\$ 36,800.00	\$ 300.00	\$ 600.00	\$ 900.00	
3.6.5 Draft Specifications	48	16	24				88	\$ 10,880.00				
3.6.6 Preliminary Design Review	24	16					40	\$ 4,880.00				
3.7 Final Design (50% to 100% Design Process)	202	112		12		165	551	\$ 57,240.00				
3.7.1 Final Design Review by City	16	8	32				56	\$ 6,800.00				
3.7.2 Final Design Review by Ecology												
3.7.3 Contract Drawings and Specifications, Cost Est.	120		48	48			216	\$ 25,200.00				
SUBTOTALS	1186	352	288	108			2355	\$ 261,360.00	\$ 900.00	\$ 2,000.00	\$ 2,800.00	

**GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION
PHASE I DESIGN**

**Engineering Scope and Engineering Cost Estimate
Cosmopolitan Engineering Group - CEG**

Personnel: Billing Rate/Hour	Principal	Project ENGR	ENGR 3	ENGR 2	CAD/ICE Tech	ADM	WIP	Total Labor Hours	Total Labor Cost	EXPENSES			COMMENTS
										Mileage \$	Other \$	Total Expenses	
TASK 3 PHASE 1 IMPROVEMENTS DESIGN													
3.1 Project Management	78	300				95	20	483	\$ 63,767.80	\$ 400.00	\$ 250.00	\$ 650.00	Meeting travel allowance and mailings
3.2 Codes and Standards Review and Coordination with Local Agencies - IBC, OSHA, NFPA, ADA		10				8	4	22	\$ 2,266.84				
3.3 Site Survey		12			24	4		40	\$ 4,175.12	\$ 20.00	\$ 120.00	\$ 140.00	Compile and Transmit Surveyors Mapping
3.4 Geotechnical Evaluation	2	20				4		28	\$ 3,482.72	\$ 20.00	\$ 20.00	\$ 20.00	
3.5 Preliminary Activities													
3.5.1 Centrifuge Evaluation and Propurchase		12				8	4	24	\$ 2,548.24		\$ 250.00	\$ 250.00	Copy Preservation and Mailings
3.5.2 Aeration Basin Diffusers and Walkway	8					4	2	14	\$ 1,586.52				
3.6 Design Development and Preliminary Design (50% Design)													
3.6.1 Layout Plans and Sections		78	35		100			213	\$ 24,382.10	\$ 120.00	\$ 120.00	\$ 240.00	
3.6.2 Specifications Table of Contents		12	4					21	\$ 2,647.40				
3.6.3 Design Development Review		80			4	8		72	\$ 8,538.64	\$ 400.00	\$ 400.00	\$ 400.00	
3.6.4 Draft Plans		50	50		120			220	\$ 23,774.00	\$ 120.00	\$ 400.00	\$ 520.00	
3.6.5 Draft Specifications		40	20				60	120	\$ 13,578.00				
3.6.6 Preliminary Design Review	12	40				8		60	\$ 8,254.64		\$ 1,500.00	\$ 1,500.00	20, 1/2 size sets
3.7 Final Design (50% to 100% Design Process)													
3.7.1 Final Design Review by City	4	20						24	\$ 3,583.60	\$ 40.00	\$ 100.00	\$ 140.00	
3.7.2 Final Design Review by Ecology	4	20						28	\$ 3,600.80	\$ 40.00	\$ 100.00	\$ 140.00	
3.7.3 Contract Drawings and Specifications, Cost Est.	2	40	40		60		40	202	\$ 21,588.80	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	215 Full Size Mylars and 20 1/2 size sets (Contractors charged \$150 for plans, spec. CD)
SUBTOTALS	102	722	151		328	138	135	1577	\$ 168,864.02	\$ 780.00	\$ 7,540.00	\$ 8,300.00	

**GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION
PHASE I DESIGN**

**Engineering Scope and Engineering Cost Estimate
Richard Sample Engineering - RSE**

Personnel; Billing Rate/Hour	LABOR				7% Admin on AIA	EXPENSES		COMMENTS
	RS	JM	RSE-Draft	AIA-Draft		Mileage	Other	
	\$ 110.00	\$ 100.00	\$ 65.00	\$ 65.00				
TASK 3 PHASE 1 IMPROVEMENTS DESIGN	See 7/1/07 Electrical Engineering Fee Proposal Data Sheets for Greater Detail							
3.1 Project Management								
3.2 Codes and Standards Review and Coordination with Local Agencies - IBC, OSHA, NFPA, ADA								
3.3 Site Survey	32	16			48	\$ 5,120.00	\$ 112.00	
3.4 Geotechnical Evaluation					4	\$ 440.00	\$ -	
3.5 Preliminary Activities								
3.5.1 Centrifuge Evaluation and Repurchase								
3.5.2 Aeration Basin Diffusers and Walkway								
3.6 Design Development and Preliminary Design (50% Design)	383	227	283	87	890	\$ 88,530.00	\$ 1,864.85	Mileage to and from Seattle Only, 4 trips
3.6.1 Layout Plans and Sections								
3.6.2 Specifications, Table of Contents								
3.6.3 Design Development Review								
3.6.4 Draft Plans								
3.6.5 Draft Specifications								
3.6.6 Preliminary Design Review								
3.7 Final Design (50% to 100% Design Process)	484	276	354	107	1203	\$ 108,605.00	\$ 2,432.85	Fed-Ex delivery expense, reproductions
3.7.1 Final Design Review By City								
3.7.2 Final Design Review By Ecology								
3.7.3 Contract Drawings and Specifications, Cost Est.								
AIA Direct Expenses Admin Fee (7%)								
SUBTOTALS	883	521	647	184	2245	\$ 203,865.00	\$ 4,528.70	\$ 280.00 \$ 90.00 \$ 400.30

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: CITY OF GIG HARBOR WWTP
 OWNER: CITY OF GIG HARBOR
 ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 7/30/07
 JOB NO: TBD

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		\$110	\$65	\$100	\$65			
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
1	DESIGN DEVELOPMENT							
a	Review of existing documents	8	-	8	-	880	800	1,680
b	Onsite investigation	24	-	8	-	2,640	800	3,440
c	Coordination with City representative, Design team	24	-	12	-	2,640	1,200	3,840
d	On-site review meeting with Owner & Design team	10	-	10	-	1,100	1,000	2,100
e	Coordination with Power & Telephone Utilities	10	-	-	-	1,100	-	1,100
f	Coordination with equipment manufacturers / suppliers	12	-	10	-	1,320	1,000	2,320
g	Load calculations	10	-	-	-	1,100	-	1,100
h	Control system design development	8		16		880	1,600	2,480
i	Drawing Development (see dwg schedule)	635	604	340	186	109,110	46,090	155,200
j	Specification - (see spec schedule)	42	-	74	-	4,620	7,400	12,020
k	Construction cost estimate at final design	16	-	8	-	1,760	800	2,560
l	Submittals at 30%, 60, 90% design	16	12	12	8	2,540	1,720	4,260
m	Quality review, multidiscipline review	24	-	16	-	2,640	1,600	4,240
n	Respond to District & agency review comments	8	-	8	-	880	800	1,680
o	Administration expenses @ 7% of AIA expenses					4560		4,560
	REIMBURSABLES							
	Fedex delivery charges					50		50
	<u>RSE expenses for two trips</u>							
	Mileage (2 trip)						160	160
	<u>AIA expenses for two trips</u>							
	Mileage (2 trip)						120	120
	Other						40	40
	DESIGN DEVELOPMENT TOTALS	847	616	522	194	137,820	65,130	202,950
	<u>Cosmopolitan Engrs Worksheet backup</u>							
	3.5,3.6,3.7 Subtotal (totals of lines c-o above)	815	616	506	194	134,250	63,210	197,460
	3.3 Site Survey (totals of lines a and b above)	32		16		3,520	1,600	5,120
	3.5 30% Design (totals of lines c thru o above) X 30%	245	185	152	58	40,275	18,963	59,238
	3.6 60% Design (totals of lines c thru o above) X 30%	245	185	152	58	40,275	18,963	59,238
	3.7 100% Design (totals of lines c thru o above) X 40%	326	246	202	78	53,700	25,284	78,984
	Total Expenses					50	320	370
	DESIGN DEVELOPMENT TOTALS	847	616	522	194	137,820	65,130	202,950

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: CITY OF GIG HARBOR WWTP
DESIGN - DRAWING DEVELOPMENT

DATE: 7/30/07
JOB NO: TBD

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG. SCALE	Elec HRS		I&C HRS	
			ENGR	DRAFT	ENGR	DRAFT
E1	Overall Electrical Reference Site Plan, Electrical Drawing	1"=10"	10	12		
E2	Electrical symbols legend, Electrical Equipment List	None	12	12		
E3	Electrical Equipment Schedules	None	12	12		
E4	Overall site power and signal plan, Drawing Notes	1"=10"	16	12		
E5	Control Building / Generator / Transformer plan, Drawing	1/4"	20	16		
E6	Control Building - RAS WAS pump and shop plan, Drawing	1/4"	20	16		
E7	Control Building - Equipment Elevations & Details - Sheet	1/2"	20	16		
E8	Control Building - Equipment Elevations & Details - Sheet	1/2"	20	16		
E9	Blower Building plan, Drawing Notes	3/8"	24	24		
E10	Blower Building - Elevations & Details	3/8"	20	20		
E11	Centrifuge Building Plan, Elevations and Details	3/8"	20	16		
E12	Dewatering Building Plan, Drawing Notes	1/4"	20	16		
E13	Dewatering Building Sections & Details	1/4"	20	16		
E14	Headworks Building Plan, Drawing Notes	1/4"	16	16		
E15	Headworks Building Sections & Details	1/4"	16	16		
E16	Operations Building Main Floor Plan, Drawing Notes	1/4"	16	16		
E17	Operations Building Upper & Basement Floor Plans	1/4"	16	16		
E18	In-plant Drain Pump Station Plan, Elevation & Details	Misc	10	16		
E19	Anoxic Basin No. 1 Plan & Details	3/32"	12	16		
E20	Aeration Basin Nos. 1,2,3 Plan & Details	3/32"	12	16		
E21	Aerobic Digester / Effluent Pumping Area Plan & Details	3/32"	12	16		
E22	Clarifier No. 3 Area Plan & Details	3/32"	12	16		
E23	Miscellaneous elevations, sections and details- Sheet 1	Misc	12	16		
E24	Miscellaneous elevations, sections and details- Sheet 2	Misc	12	16		
E25	Power System One-line Diagram, Conduit/Cable schedule	None	20	16		
E26	Power System One-line Diagram, Conduit/Cable schedule	None	20	16		
E27	Power System One-line Diagram, Conduit/Cable schedule	None	20	16		
E28	Power System One-line Diagram, Conduit/Cable schedule	None	20	16		
E29	Power System One-line Diagram, Conduit/Cable schedule	None	20	16		
E30	One-line Diagram Notes	None	12	16		
E31	Power panelboard schedules	None	12	16		
E32	Signal System One-line Diagram, Conduit/Cable schedule	None	20	24		
E33	Signal System Misc. Wiring Diagrams, Diagram notes	None	16	16		
E34	In-plant Drain Pump Station Wiring Diagram, Spec.	None	12	12		
E35	Control Building Demolition Plan, Drawing Notes	None	12	12		
E36	Blower Building Demolition Plan, Drawing Notes	None	12	12		
E37	Headworks & RAS/WAS Pump Area Demolition Plans, Drawing Notes	None	12	12		
E38	Existing Museum Building Demolition Plans, Drawing Notes	None	12	12		
E39	Demolition One-line Diagram Drawing Notes	None	12	12		

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
PID1	P&ID sheet 1 (legend and general notes)	None	1		8	2
PID2	P&ID sheet 2 (block diagram)	None	1		8	4
PID3	P&ID sheet 3	None	1		16	8
PID4	P&ID sheet 4	None	1		16	8
PID5	P&ID sheet 5	None	1		16	8
PID6	P&ID sheet 6	None	1		16	8
PID7	P&ID sheet 7	None	1		16	8
PID8	P&ID sheet 8	None	1		16	8
PID9	P&ID sheet 9	None	1		16	8
PID10	P&ID sheet 10	None	1		16	8
PID11	P&ID sheet 11	None	1		16	8
EIC1	Control panel layout (PCP-100)	3/8"	1		12	12
EIC2	Control panel layout (PCP-200)	3/8"	1		12	12
EIC3	Control panel layout (PCP-300)	3/8"	1		12	12
EIC4	Control diagram Sheet 1	None	1		16	8
EIC5	Control diagram Sheet 2	None	1		16	8
EIC6	Control diagram Sheet 3	None	1		16	8
EIC7	Control diagram Sheet 4	None	1		16	8
EIC8	Control diagram Sheet 5	None	1		16	8
EIC9	Control diagram Sheet 6	None	1		16	8
EIC10	Control diagram Sheet 7	None	1		16	8
EIC11	Control diagram Sheet 8	None	1		16	8
EIC12	Control diagram Sheet 9	None	1		16	8
	TOTALS		635	604	340	186

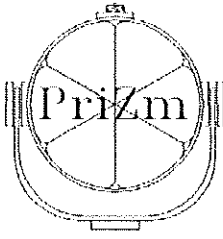
ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: CITY OF GIG HARBOR WWTP
 DESIGN - SPECIFICATION DEVELOPMENT

DATE: 7/30/07
 JOB NO: TBD

SPEC. NO.	SPECIFICATION SECTION TITLE	EXIST	Developed By	HOURS	
		NEW		Elec	I&C
16010	General	E	Elec	1	
16110	Raceways	E	Elec	2	
16120	Wire and Cable	E	Elec	2	
16140	Wiring Devices	E	Elec	1	
16150	Motors	E	Elec	4	
16180	Overcurrent Protective Devices (SCA and Selective Coordination)	E	I&C	2	10
16400	Power Service Modifications	E	Elec	6	
16460	Transformers	E	Elec	1	
16470	Switchboards	E	Elec	2	
16471	Panelboards	E	Elec	2	
16500	Lighting	E	Elec	1	
16740	Telephone Service Modifications	E	Elec	4	
16920	Motor Control Center (MCC) Equipment	E	Elec	6	2
16921	Variable Frequency Drive (VFD) Equipment	E	Elec	3	2
16931	Plant Control Panel (PCP-100)	E/N	I&C	1	40
16932	Plant Control Panel (PCP-200)	E	I&C	1	4
16933	Plant Control Panel (PCP-300)	E/N	I&C	1	4
16941	Instrumentation	E/N	I&C	1	8
16951	Human-Machine Interface (HMI)	E/N	I&C	1	4
	TOTALS			42	74



PRIZM SURVEYING INC.

P.O. Box 110700
Tacoma, WA 98411
Office: 253-404-0983
Fax: 253-404-0984

ablaisdell@prizmsurveying.com
gletzring@prizmsurveying.com
dpierce@prizmsurveying.com

Mr. David McBride P.E.
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, WA 98402

January 29, 2007

Re: Topographic Surveying Services on the City of Gig Harbors waste water treatment plant located on Harborview Drive.

Dear Mr. McBride,

PriZm Surveying is pleased to provide you with this proposal for Surveying Services. The following is our proposed scope of work which meets the requirements you have provided. I have added a Boundary Survey task if it is desired by the City.

Task 1 – Topographic Survey:

1. Perform office research of Pierce County's and the Department of Natural Resources Records for relevant monumentation, Right of way and Control surveys in the vicinity of the subject parcels.
2. Perform a random field traverse survey locating relevant monumentation and vertical control as recoverable through a diligent search. Vertical datum will be city datum.
3. A paper boundary will be developed for the subject parcels based upon record information and will be shown for orientation purposes only.
4. We will contract with a private utility locate service to identify possible underground utilities in the vicinity of the requested work. A fee is charged for this service and has been included within the estimate below.
5. Perform a Topographic survey of said waste water treatment plant. We will locate all visible relevant surface features deemed necessary for the future design of the site to include: buildings, concrete structures and tanks, paving, walks, platforms, fences, utility structures and drives, walls, ground shots every 50 feet, top and toe of slopes, define areas of heavy vegetation, significant trees 12" and larger, and any surface evidence of the utilities found within this area. A temporary benchmark will be set at a convenient location for your future reference.
6. Offsite Topography will only include the driveway returns onto Harborview Drive.
7. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing of the above for design use at a convenient scale showing the data collected along with 2-foot interval contours. The final Map will be reviewed, checked and certified by a Professional Land Surveyor, and provided in electronic format and paper copies.

The estimated cost for Task 1 services is \$10,110.00

Task 2 – Boundary Survey:

A copy of the subject parcels current title report with supporting documents is requested for this task. This should provide the information necessary to show all benefiting or burdening easements to the

subject parcel. At a minimum, a copy of the parcels legal description will be required to perform this task. Easements cannot be shown without their proper documentation.

1. Perform office research of Pierce County's and the Department of Natural Resources Records for relevant Boundary control, Right of way and Control surveys in the vicinity of the subject parcel. (A portion of this will have been performed under Task 1, but not to the same degree required to locate the boundary on the ground.) The project will be on Pierce Counties horizontal control network.
2. Information from your Title insurance company's policy on the parcel will be needed to develop this parcels boundary and show any easements. Any fees your Title Company may charge for this information will be considered a reimbursable expense.
3. Perform mathematical computations, analyze and resolve the boundary setting a marker, as prescribed by law at the corners of the subject parcels. Line points will be set as needed. Encroachments, if any, will be located; the resolution of any possible encroachments is the responsibility of the owner.
4. Reduce the field notes, and plot the data. Should both tasks be performed at once, we will combine all information with the Topographic Survey (Task 1) identified above to create a Boundary and Topographic Survey map of the parcels.
5. We will also file a "Record of Survey" map with Pierce County as requested. This map will show the boundaries of the subject parcel, the corners found or set, the monumentation utilized to establish said boundary, and the extent of any above ground encroachment that may be found. The county charges \$98.00 for the first page, plus \$5.00 for each additional page to record. This recording cost has been added to the below estimate.

The estimated cost for Task 2 services is \$2,275.00

Should both Tasks 1 & 2 be performed simultaneously, all information will be shown and provided as a 'Boundary and Topographic Survey' drawing as part of Task 1. It is estimated that we will deliver the Task 1 & 2 drawing to you within 30 working days. The Record of Survey drawing is required by state law to be recorded with the county within 90 days of the corners being set in the ground or completion of the project.

Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- 2-man survey crew \$125 an hour
- GPS survey crew \$140 an hour
- Licensed Land Surveyor \$95 an hour
- Survey Technician \$75 an hour

We look forward to working with you, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,

Gary D. Letzring, P.L.S.
Member:
Land Surveyor's Association of Washington,
National Society of Professional Land Surveyors,
American Congress on Surveying and Mapping

Scope of Work: This work includes drilling 6 exploratory soil borings totaling about 240 lineal feet, excavating 4 to 6 test pits and performing laboratory testing as appropriate. Engineering analyses will be performed to develop recommendations for design and construction of the proposed plant improvements. A geotechnical report will be prepared summarizing the results of explorations and testing and presenting our recommendations.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2007 DIRECT SALARY RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal \$200.00	Proj. Engr. \$130.00	Engr. I \$99.00	CAD \$67.00	Admin. \$64.00			
Site Visit to Locate Borings/Utility Locate		6					6	\$780
Fieldwork		8	48				56	\$5,792
Logs, Profiles			8	4			12	\$1,060
Engineering Analyses	16	40	4				60	\$8,796
Seismic/Liquefaction Analyses		4	8				12	\$1,312
Draft Report Preparation	4	20	6	8	2		40	\$4,658
Final Report Preparation	2	8		2	2		14	\$1,702
Meetings / Consultation	6	6					12	\$1,980
TOTAL LABOR:	28	92	74	14	4		212	\$26,080

HWA LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Price	Total Cost
Natural Moisture Content	102	\$13	\$1,326
Grain Size Distribution	6	\$80	\$480
Atterberg Limits (plasticity index)	4	\$110	\$440
Push Tube & W.C.	4	\$30	\$120
Consolidation	2	\$485	\$970

LABORATORY TOTAL: \$3,336

ESTIMATED DIRECT EXPENSES:

Misc.	\$550
Test Pit Explorations	\$2,000
Utility Locate	\$300
Drilling Subcontract	\$15,018
TOTAL DIRECT EXPENSES:	\$17,318

PROJECT TOTALS AND SUMMARY:

Labor	\$26,080
Other Direct Expenses	\$17,318
TOTAL:	\$43,398

Assumed Conditions:

1. Access and right of entry will be arranged by the Client or Owner.
2. Locations of borings to be marked by HWA. Private utility locate to be arranged by HWA.
3. All hours and items are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
4. This geotechnical evaluation includes physical soil properties only; the budget does not include testing or evaluation of potentially contaminated soils, fill, or ground water; or the identification of wetland areas. In the event potentially contaminated materials appear to be present, we will collect samples and contact you for additional authorization before proceeding.

Date: 24-Jan-07
 Client: Cosmo
 By: RNB

**GEOTECHNICAL EXPLORATIONS
 PHASE 1 TREATMENT PLANT EXPANSION
 GIG HARBOR, WASHINGTON**

	Rate		Quantity	Subtotal	Total
SUBCONTRACT					
Borings					
Mob & Demob	\$500.00	each	1 total	\$500	
Drilling, <50 ft	\$19.00	/ft	240 ft	\$4,560	
, Hard	\$3.00	/ft	60 ft	\$180	
Extra Samples, SPT	\$19.50	/sample	36 samples	\$702	
Tube Samples	\$22.00	/sample	4 samples	\$88	
Install Piezo & Moving	\$180.00	/hr	3 hrs	\$540	
Cleanup & Standby	\$160.00	/hr	6 hrs	\$960	
PVC Pipe & Fittings	\$2.50	/ft	160 ft	\$400	
Sample Tubes	\$21.00	/tube	4 tubes	\$84	
Bentonite Chips	\$12.00	/sack	160 sacks	\$1,920	
Cement/Asphalt	\$10.00	/sack	12 sacks	\$120	
Sand/Gravel	\$5.00	/sack	24 sacks	\$120	
Drilling Fluid	\$40.00	/sack	sacks	\$0	
Locking Monument Cover	\$150.00	each	3 total	\$450	
Spoil Removal	\$150.00	drum	6 drums	\$900	
Subtotal				\$11,524	
Washington State Sales Tax	8.6%			\$991	
Subtotal				\$12,515	
Subcontract Contingency	20.0%			\$2,503	
Subcontract Subtotal					\$15,018



**Business of the City Council
City of Gig Harbor, WA**

Subject: 56th Street NW and Olympic Drive
NW Street Improvements Project CSP-0133
-- Construction Contract Authorization

Proposed Council Action: Authorize the award and execution of a construction contract for the 56th Street NW and Olympic Drive NW Street Improvements Project to Ceccanti, Inc. for their bid in the amount of four million, six hundred thirteen thousand three hundred fourteen dollars and eighty cents (\$4,613,314.80).

Dept. Origin:	Engineering Division
Prepared by:	Stephen Misiurak, P.E. <i>SM</i> City Engineer
For Agenda of:	August 13, 2007
Exhibits:	Contract
	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	_____
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	<i>Dave 8/10/07</i>

Expenditure	Amount	Appropriation
Required \$4,613,314.80	Budgeted \$5,177,021.00	Required \$ 0

INFORMATION / BACKGROUND

This project provides for construction of the 56th Street NW and Olympic Drive NW Street Improvements (CSP-0133). The work to be completed under this contract generally consists of the reconstruction of approximately 2,800 feet of roadway, construction of new sidewalks and curb and gutter, construction of new planter strips and landscaping, installation of storm drainage pipes and structures, pavement striping, permanent signing, traffic control, traffic signal systems, decorative light poles and wetland delineation plantings.

In accordance with the competitive bid process, the City prepared engineered plans and specifications and issued a call for bids on July 10, 2007. Six contractors submitted sealed bids on August 6, 2007. The results are shown in the attached Exhibit A, Bid Summary Sheet. Ceccanti, Inc. was determined to be the lowest responsible bidder, with a bid in the amount of \$4,613,314.80.

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services.

The City Engineer's analysis has concluded that Ceccanti, Inc. has satisfied all the above criteria.

FISCAL CONSIDERATION

The 2007 Street Operating Fund has allocated \$4,177,000 for this project under Objective No. 2. The cumulative encumbrances for this project including all engineering and design contracts equals \$5,177,021, accounted for as follows:

<u>Uses</u>	
Construction Contract Total	\$4,613,315
Surveying services	\$ 144,710
Final Plan & Specification Update	\$ 64,274
Construction Management Services	<u>\$ 354,722</u>
TOTAL COST	\$5,177,021

FUNDING SOURCES:

TIB Funding	\$3,217,000
City Sanitary Sewer Capital	\$ 113,114
SEPA Pro-Rata Shares	\$ 73,404
Transportation Impact Fee	\$1,500,000
Real Estate Excise Tax (REET)	<u>\$ 273,503</u>
TOTAL SOURCES	\$5,177,021

Originally the project was estimated to cost \$5,035,000 comprised of the following; \$4,177,000 Construction, \$410,000 developer cash contributions, \$78,000 cash set aside, and \$370,000 past City incurred engineering expenses.

However, the \$410,000 in developer cash contributions did not occur as the developer constructed the improvements instead of providing cash payment to the City. Nevertheless, sufficient funds from impact fees and REET are available to fund the difference.

Additionally, the contract amount exceeded the original cost estimate. This exceedence is the result of continued escalation in material costs.

A budget appropriation is not required in 2007 since it is not expected that this project will be fully completed by the end of the year and the City will be receiving grant reimbursements from TIB throughout the course of this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the 56th Street NW and Olympic Drive NW Street Improvements Project to Ceccanti, Inc., in the amount of Four million Six Hundred Thirteen Thousand Three Hundred Fourteen Dollars and Eighty Cents (\$4,613,314.80).



**Business of the City Council
City of Gig Harbor, WA**

Subject: Street naming: Shaw Place at the Highlands at the Harbor Development

Proposed Council Action: Approve the proposed naming of Shaw Place for the 14 -lot, single family development in the 3900 block of Harborview Drive located in the Historical Names Area.

Dept. Origin: Community Development

Prepared by: Dick Bower, Building Official/Fire Marshal

For Agenda of: August 13, 2007

Exhibits: Letter from applicant dated 5/23/2007, Site plan of development identifying "Shaw Place"

Initial & Date

Concurred by Mayor:

DLH 8/8/07

Approved by City Administrator:

PKK 8/7/07

Approved as to form by City Atty:

CAM 8/7/07

Approved by Finance Director:

DR 8/7/07

Approved by Department Head: _____

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Barry J. Margolese, Development Manager of Highlands at the Harbor, a 14-lot subdivision located at the 3900 block of Harborview Drive has requested the naming of the street in his proposed development. The project is located within the Historical Names Area and Mr. Margolese has chosen a name from the Historical Names List. Mr. Margolese has requested the name "Shaw" which is considered a high priority by the Historical Names List. The street designation as place is consistent with GHMC 12.12.030. E. Places shall be permanently closed avenues which run northerly-southerly. Request for comments were sent to local agencies and departments, and no comments were received.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Approve the proposed naming of a closed street in the Highlands at the Harbor development in the 3900 block of Harborview Drive, "Shaw Place".

~~BT~~
\$50 fee for
street naming
paid 5/29/07

May 23, 2007

Highlands Harbor Group
108 S Jackson
Suite 300
Seattle WA 98104

City of Gig Harbor
3510 Grandview St
Gig Harbor WA 98335

Attention: Patty McGallian
Community Development Assistant

CITY OF GIG HARBOR

MAY 24 2007

COMMUNITY
DEVELOPMENT

Re: Highlands at the Harbor

Dear Patty;

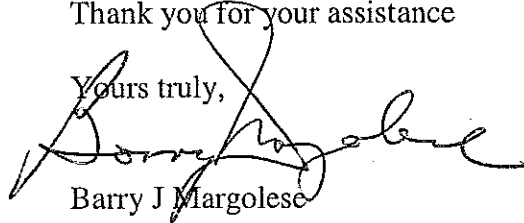
We understand that the City of Gig Harbor has established a list of potential street names for property under development within the Historical District, and that the name
Shaw Place
is available for our plat, which will consist of 14 single-family lots and be located off of Harborview Drive.

We would like to make this election and have submitted to you our check #2619 dated May 11/07 in the amount of \$50.00 to cover the fee involved in this request.

Should you have any questions, please do not hesitate to contact me at our address above, or on my cell phone at 206/910-2728.

Thank you for your assistance

Yours truly,


Barry J Margolese
Development Manager

HIGHLANDS AT THE HARBOR
A PORTION OF GOV. LOT 2, SECTION 6, T21N, R2E, WM
CITY OF GIG HARBOR, PIERCE COUNTY, WA

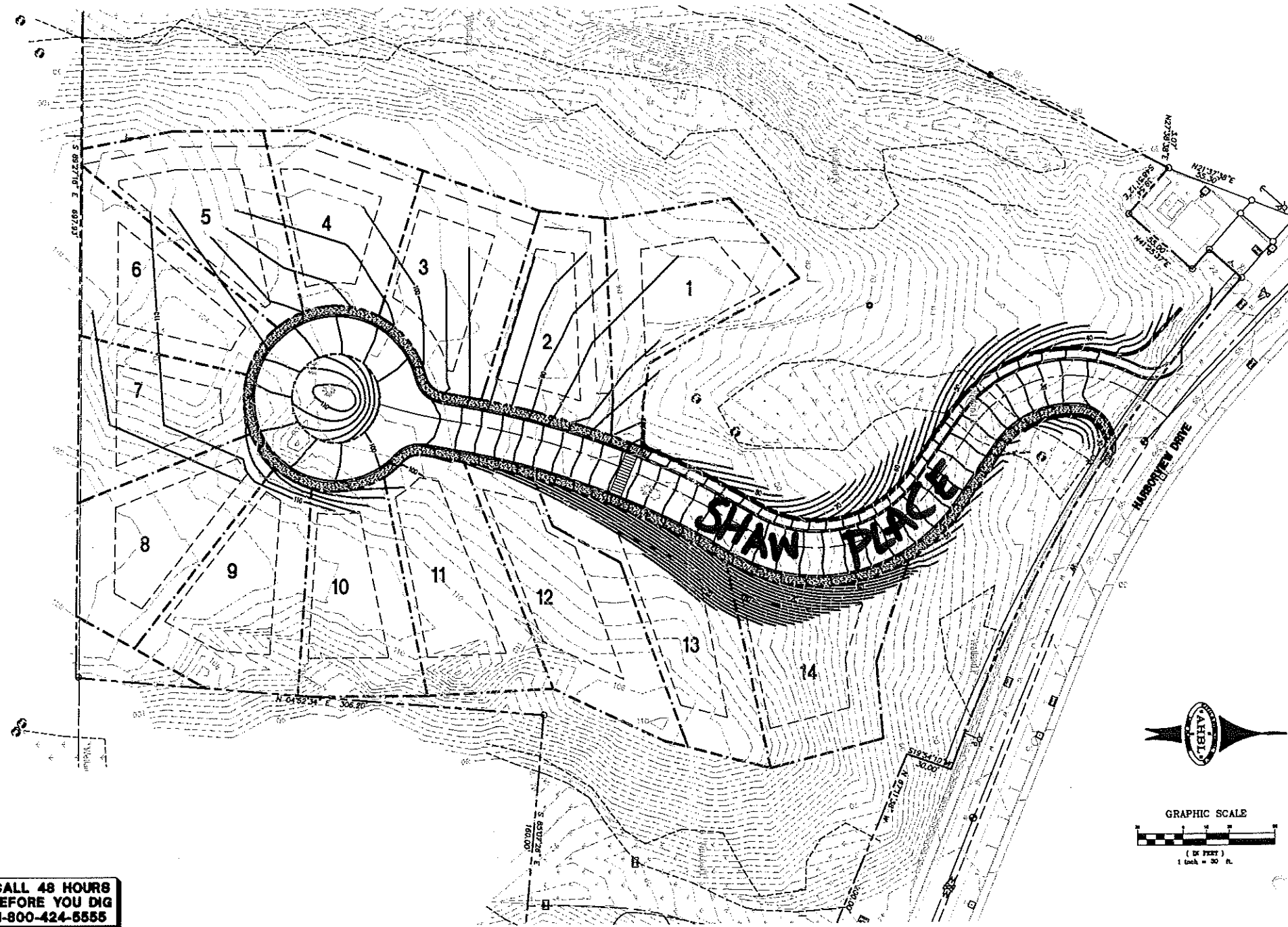
Civil Engineer
 Structural Engineer
 Landscape Architect
 Community Planner
 Land Surveyor
 Architect

AHBL
 TACOMA - SEATTLE
 2215 North 30th Street, Suite 202, Tacoma, WA 98403
 253.863.9272
 214 Columbia Avenue East, Suite 202, Seattle, WA 98104
 206.267.2425

GRADING QUANTITIES:

CUT 14676 CY
 FILL 3145 CY
 EXPORT 11530 CY CUT

NOTE: VOLUMES DO NOT CONSIDER EXPANSION OR
 COMPACTION FACTORS. VOLUMES ARE FOR ESTIMATION
 PURPOSES ONLY AND SHALL BE EVALUATED BY THE
 CONTRACTOR INDEPENDENTLY. VOLUMES REPRESENT "IN
 PLACE CUBIC YARDS".



**CALL 48 HOURS
 BEFORE YOU DIG
 1-800-424-5555**

Project Title:
**HIGHLANDS
 at the HARBOR**

Client:
HIGHLANDS HARBOR GROUP
 108 SOUTH JACKSON, SUITE 300
 SEATTLE, WA, 98104
 CONTACT: MR. BARRY MAROLESSE

Job No. 204829.30
 Issue Set & Date: 10/06/2004



- △ _____
- △ _____
- △ _____
- △ _____
- △ _____
- △ _____
- △ _____
- △ _____

**OVERALL PRELIMINARY
 GRADING PLAN**

Designed by: SMC
 Drawn by: LFM
 Checked by: SMC
 Sheet No. **C1.1**
 5 of 10 Sheets

RECEIVED
 JAN 02 2005
 COMMUNITY DEVELOPMENT



Business of the City Council
City of Gig Harbor, WA

Subject: Amending Resolution No. 653
- Adding Crescent Cove to the Historical Street Names list in the Historical Names Area

Proposed Council Action: Amend Resolution No. 653 authorizing the addition of Crescent Cove to the Historical Names List

Dept. Origin: Community Development

Prepared by: Dick Bower, Building Official/Fire Marshal

For Agenda of: August 13, 2007

Exhibits: Letter from applicant dated 7/29/2007, Site plan of development identifying private lane, Proposed Resolution

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 8/8/07, PSK 8/7/07, CAM 8/7/07, DP 8/7/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0, 0).

INFORMATION / BACKGROUND

Larry Beck, Vintage Custom Homes, Inc., the developer of a 4-lot subdivision located at the 3400 block of Vernhardson Street has requested the addition of Crescent Cove to the Historical Names List for his property that is located within the Historical Names Area. Mr. Beck acknowledges his development to be inside the Historical Names Area, however does not consider the names currently on the list to have relevance to his development because the family names identified have no ties to that particular area of town. Crescent Cove is consistent with the nature and naming of other properties in the area including Crescent Creek, Crescent Creek at City Park, and Crescent Cove.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Amend Resolution No. 653, authorizing the addition of Crescent Cove to the Historical Names List.

**CITY OF GIG HARBOR
RESOLUTION NO. xxx**

**A RESOLUTION ADDING CRESCENT COVE LANE TO
THE LIST OF HISTORICAL STREET NAMES.**

WHEREAS, the City of Gig Harbor has an approved list of street names to be applied within the "historical name area"; and

WHEREAS, the Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by City Council (GHMC Section 12.12.030 K.); and

WHEREAS, the City Council is desirous of adding "Crescent Cove Lane" as it is consistent with the nature and naming of other properties and bodies of water in the area of Crescent Creek and Crescent Cove;

NOW THEREFORE BE IT RESOLVED:

The Gig Harbor City Council hereby adds the name "Crescent Cove Lane" to the list of approved street names to be utilized in the "historical name area."

RESOLVED by the City Council this 13th day of August, 2007.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Vintage Custom Homes, Inc.

Recognized For Quality Since 1972

Post Office Box 362
Gig Harbor, Washington 98335
(253) 851-7919
Fax (253) 853-5400

July 29, 2007

Gig Harbor City Council
3510 Grandview Street
Gig Harbor, WA 98335

RE: Street names in "historical name area"

Dear members of the Council,

I am developing a four house neighborhood on the south side of the 3400 block of Vernhardson here in the City. In order to solve access problems to two interior lots that were landlocked by the vacation of Rust Street prior to my purchase of the property, the Planning Department required a 120 foot long 'private street' running south off Vernhardson. This required private street was subsequently varianced down in width from the required 34' to 25' in width. This is not a dedicated City Street but simply an easement over one of the building sites. A plot plan for the neighborhood is attached.

I've been informed of the Resolution Prioritizing the List of Historical Street Names and also that my property is within the 'historical name area' affected by this resolution, now codified in GHMC 12.12.030(K). I am respectfully requesting the consideration and approval of 'Crescent Cove Lane' for the name of this short street. While not among the names put forth by the Historical Society, the name is indigenous to this small area of our City where Crescent Creek flows into Gig Harbor Bay and where the waterfront neighbors have enjoyed the beauty of 'Crescent Cove' for longer than most people can remember. Among the names on the Priority List, there doesn't seem to be any family directly connected to this small area.

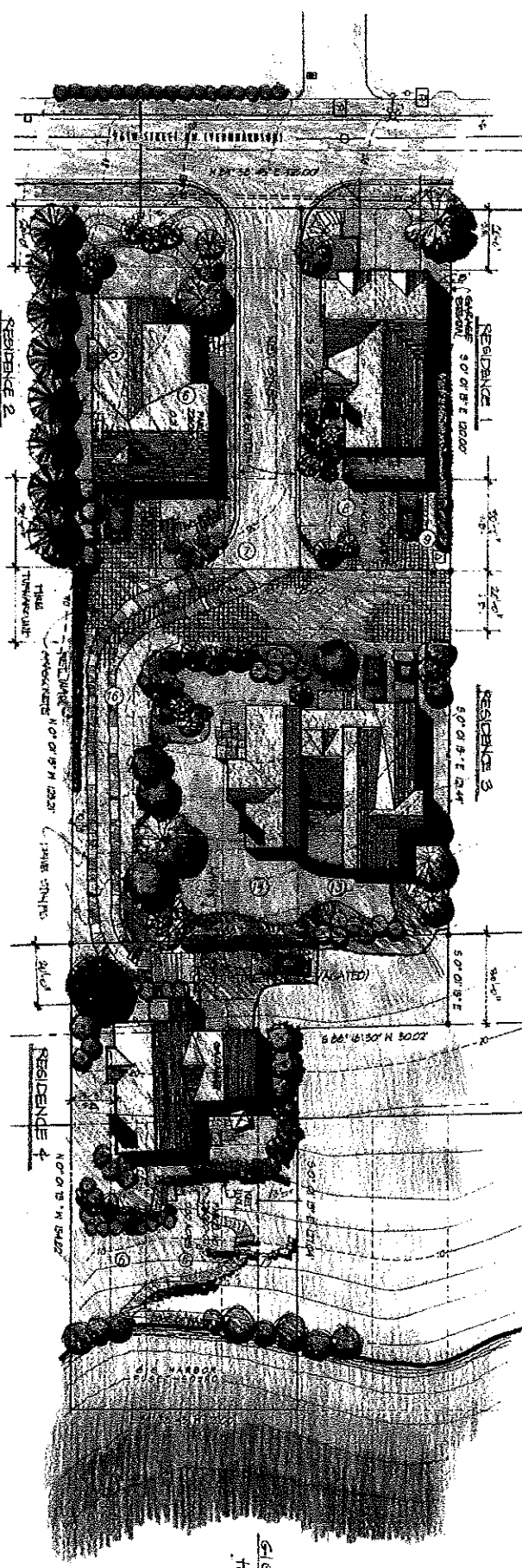
The good folks behind the counter explain that, lacking a formal appeal process in GHMC 12.12.30(K), my relief is to appeal directly to the Council. My best historical argument for 'Crescent Cove Lane' is that the names Crescent Creek and Crescent Cove predate most City street names.

Thank you for your consideration. In the event this request can not be accommodated the name on the Priority List with the closest association to the Crescent Cove area is probably Young. I would present that as my distant second choice.

Sincerely,



Larry Beck
Vintage Custom Homes, Inc.



SITE PLAN



1" = 40'-0"

CRESCENT COVE

(PRELIMINARY)

Site HARBOR

DRAGER GOULD ARCHITECTS, INC.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Concurrency and Comprehensive Plan Amendments

Dept. Origin: Legal

Prepared by: Carol Morris, City Attorney

Proposed Council Action:

For Agenda of: August 13, 2007

Adopt ordinance repealing GHMC Section 19.09.100, as adopted in Ordinance No. 1075

Exhibits:

Initial & Date

Concurred by Mayor:

CM 8/19/07

Approved by City Administrator:

CK 8/19/07

Approved as to form by City Atty:

Approved by Finance Director:

N/A

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The Council adopted Ordinance 1075 in April of 2007, establishing a procedure for amending the comprehensive plan. This procedure set August 15, 2007 as the deadline for submission of comprehensive plan amendment applications for the Year 2007. In addition, this procedure included a statement that "comprehensive plan amendment applications shall not be processed until issuance of a certificate of concurrency under chapter 19.10 GHMC." (GHMC Section 19.09.100.)

Chapter 19.10 of the Gig Harbor Municipal Code establishes the procedure for obtaining a concurrency certificate for transportation, water and sewer. With regard to comprehensive plan amendments, the concurrency ordinance requires a capacity evaluation for rezones or amendments requesting an increase in the extent or density of development. GHMC Section 19.10.005. The results of this evaluation then appear in the staff report on the amendment or rezone, so that the decisionmakers can consider available capacity when making a final decision.

Therefore, the procedure in the comprehensive plan amendment procedures (GHMC Section 19.09.100) is inconsistent with the concurrency procedure (GHMC Section 19.10.005). Staff recommends that the Council repeal GHMC Section 19.09.100, because a prohibition on processing comprehensive plan amendments until issuance of a certificate of concurrency will unnecessarily delay the City's processing of comprehensive plan amendments. The Growth Management Act requires that the City consider the cumulative effect of all comprehensive plan amendments. Because the applications must be processed concurrently, the procedure

in Section 19.09.100 could cause a delay in processing while concurrency is being evaluated, decisions made to deny or approve concurrency, and applicants pursue administrative appeals. As the Council is aware, we have established a deadline for comprehensive plan amendments to be submitted (February, starting in 2008), and a delay of one annual comprehensive plan update could delay processing of the comprehensive plan update in the following year.

Finally, there really is no need for a concurrency certificate to issue for a comprehensive plan amendment on all applications. As stated in the concurrency chapter of the code, the need to evaluate concurrency at the comprehensive plan stage arises when the applicant seeks to increase the density over that allowed in the underlying land use designation/zoning classification.

In order to ensure smooth processing of the comprehensive plan amendment applications that might be submitted on or before August 15, 2007, the staff asks that the Council consider passage of this Ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council, pursuant to GHMC Section 1.08.020(B).

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

None. The need for this ordinance arose during staff discussions relating to the comprehensive plan process, and we did not have enough time to forward this to Committee.

RECOMMENDATION / MOTION

Move to: Move to adopt the proposed ordinance under the ordinance passing procedure set forth in GHMC Section 1.08.020(B), upon the affirmative vote of a majority plus one of the whole membership of the Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO COMPREHENSIVE PLANNING, DELETING THE REQUIREMENT FOR OBTAINING A CONCURRENCY CERTIFICATE AS A CONDITION FOR SUBMISSION OF A COMPREHENSIVE PLAN AMENDMENT; REPEALING GIG HARBOR MUNICIPAL CODE SECTION 19.09.100, AS ADOPTED IN ORDINANCE NO. 1075.

WHEREAS, the City requires capacity evaluations for rezones or comprehensive plan amendments requesting an increase in the extent or density of development (GHMC Section 19.10.005); and

WHEREAS, in GHMC Section 19.10.005, a capacity evaluation is required as part of certain rezones and comprehensive plan amendments, and the results of this capacity evaluation is included in the staff report to be considered by the City decisionmakers in their determination of the appropriateness of the comprehensive plan or zoning amendment; and

WHEREAS, on April 9, 2007, the City Council passed Ordinance 1075, which establishes a procedure for consideration of comprehensive plan amendments; and

WHEREAS, this procedure includes the requirement in Section 19.09.100 that "comprehensive plan amendment applications shall not be processed until issuance of a certificate of concurrency under chapter 19.10 GHMC;" and

WHEREAS, GHMC Section 19.09.100 is inconsistent with the requirement in the concurrency ordinance cited above (GHMC Section 19.10.005); and

WHEREAS, the deadline for submission of comprehensive plan amendments is August 15, 2007; and

WHEREAS, the Council should consider adoption of this ordinance on the night of its introduction under GHMC Section 1.08.020(B), given that consideration of this ordinance under the normal procedures may preclude the submission of some comprehensive plan amendment applications; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of _____ for this Ordinance on _____; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of _____ 200_; Now, Therefore,

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

Section 1. Section 19.09.100 of the Gig Harbor Municipal Code, as last amended by Ordinance No. 1075 is hereby repealed.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date – Passage on Day of Introduction. This Ordinance shall be considered under the procedures for adoption on the day of introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council, pursuant to GHMC Section 1.08.020(B). If passed according to this procedure, the 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 _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____



**Business of the City Council
City of Gig Harbor, WA**

Subject: APPOINTMENT TO DESIGN REVIEW BOARD

Proposed Council Action:

A motion for the re-appointment of John Jernacic and Charles Carlson to serve another term on the Design Review Board and to appoint Jane Williams to serve a four-year term as the second Historic Preservation Advocate.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: August 13, 2007

Exhibits: Application Package Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required \$0	Budgeted \$0	Required	\$0

INFORMATION / BACKGROUND

The terms for three positions on the Design Review Board expired in July. John Jernacic and Charles Carlson submitted letters asking to be re-appointed. Victoria Blackwell was unable to commit to another term.

Councilmembers Kadzik, Payne, and Kadzik met to review the letters of interest and applications of four candidates.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the interview process.

RECOMMENDATION / MOTION

Move to: Re-appoint John Jernacic and Charles Carlson to serve another term on the Design Review Board and to appoint Jane Williams to serve a four-year term as the second Historic Preservation Advocate.

JOHN JERNEJCIC 3110 Judson St., PMB #144, Gig Harbor, WA (253) 857-4035
jernejcic@centurytel.net

6 July 2007

Chuck Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Design Review Board Re-appointment

Dear Mr. Mayor:

As you are aware, I have been serving on the Design Review Board since being appointed in January of 2007. I was appointed at about six months into a two-year term, which ends this month. I have enjoyed being a part of the DRB and serving the Gig Harbor community in what I believe to be a very important endeavor. Therefore, at this time I would like to be considered for re-appointment to my DRB position, so that I might continue to assist in its important work.

Thank you for your consideration in this matter.

Sincerely,

John Jernejcic

3505 Harborview Drive
Gig Harbor, WA 98332
June 11, 2007

Via Email

The Honorable Chuck Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Design Review Board

Dear Mayor Hunter:

I have enjoyed two fruitful years on the Design Review Board and notice that my term expires on June 30th. The experience has been very educational and I feel that the DRB provides a greatly needed service to the community. With the upcoming changes to the comprehensive plan and the design manual, I feel it will be an even more valuable tool.

I am gone from Gig Harbor much of the year. During the winter months I have returned for most meetings but feel I can't continue that schedule for another four years. I feel a strong commitment to working on the revisions to the comp plan and design manual and would like to continue that process with the Planning Commission and DRB until completed. At that time I would contemplate stepping down from the DRB.

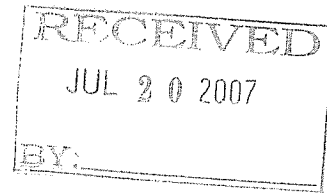
I realize that this is an unusual request given that the term is four years, but I also feel it would be unfair to ask a new person to step into the middle of this process. The decision is of course yours and the council's to make and I am happy to comply with whatever that decision might be.

I look forward to hearing from you.

Very truly yours,

Chuck Carlson

Chuck Carlson



Jane Roth Williams
7809 Hidden Lane NW
Gig Harbor, WA 98335
(253) 858-2678

July 20, 2007

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Hunter,

I am interested in the open position on the Gig Harbor Design Review Board requiring a historical perspective. I have enclosed the appropriate city application and a copy of my resume. Please note that I have recently worked for the Harbor History Museum and am the current Curator at Kitsap County Historical Society Museum.

Although I have no formal experience in design my family and I are currently restoring an 1833 log house on our farm in Ohio. This is a structure that we purchased and dismantled moving it a distance of 35 miles.

During my Museum Studies course I also learned basic drafting skills for use in exhibit design. These skills have helped me greatly in understanding architectural drawings.

I thank you for your consideration and await your reply.

Sincerely,

A handwritten signature in cursive script that reads "Jane Roth Williams".

Jane Roth Williams



Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Jane Roth Williams
Physical Address 7807 Hidden Lane NW Phone (253) 858-2678
Mailing Address Same as above
City Gig Harbor State WA Zip Code 98335

How long have you resided in Gig Harbor? 18 years
Are you a resident of the City Limits? Yes No How long? _____

What is your interest/objective in serving on this Board or Commission? To provide a historical perspective and actively participate in community decision making.

What is your educational background? B.S. in Applied Science Paper Science & Engineering, Miami University. Museum Studies Certificate, University of Washington

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?
no

What previous experience do you have serving on a board, committee or commission?
Harbor Montessori School Board
Junior League of Tacoma

Where are you currently employed (job title, employer, dates, supervisor, phone)?
Curator, Kitsap County Historical Society Museum

Boards, Committees and Commissions Interest

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

- Arts Commission
- Building Code Advisory Board
- Design Review Board
- Lodging Tax Advisory Board
- Parks Commission
- Planning Commission
- Volunteer _____

Please return completed application to:

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Applicant Signature Jane Roth Williams Date 7/20/07

(Over)

REFERENCES (Please list a minimum of three (3) references).

Name	Address	Business	Phone Number
Victoria Blackwell	Harbor History Museum		858-6722
Marilyn Boyle	6405 43rd Ave. Ct NW Gig Harbor, WA 98332	Henderson Bay High School	530-1700
Jeanne Gagliano	7713 Pioneer Way Gig Harbor	Ratcliffe Gagliano Architecture	858-7760
Wendy Dent	11313 Madara Dr. SW Lakewood, WA 98499	Junior League of Tacoma, Past President	582-8996

In the additional space provided below, please restate the question from the reverse side and state your response.

Jane Roth Williams
 7809 Hidden Lane NW, Gig Harbor, WA 98335
 (253) 858-2678
 valleyhome@centurytel.net

Work History	Curator, Kitsap County Historical Society Museum, Bremerton, WA	2006-present
	Part time position. Responsibilities include collections management, exhibit design and installation, volunteer management, and educational programming.	
	Consultant, Gig Harbor Peninsula Historical Society Museum, Gig Harbor, WA	2005-2006
	Most recent project involved removing and processing artifacts and archival materials on permanent loan from the City of Gig Harbor. Materials were from the house of a local pioneer family and included over fifty years of fishing business records.	
	Previous project was preparing collections for move to a new facility. Began by accessing current procedures for processing objects into museum. Evaluated use of Past Perfect museum database software. Streamlined procedures for processing objects, updated database, and made recommendations for other improvements. Was able to pack and prepare over 500 objects for move during two month grant assignment.	
	Internship, Gig Harbor Peninsula Historical Society Museum, Gig Harbor, WA	2004
	The museum wished to improve public access to their photo collection through computers. Internship involved researching current best practices for digitization of such collections, evaluating scanning equipment and recommending models for purchase.	
	Program Coordinator, Operation SMART, Tacoma YWCA, Tacoma, WA	1998
Part time position coordinating after school math, science, and technology clubs for elementary school girls in eight Tacoma locations. Duties included developing hands on curriculum and purchasing supplies. Recruited career women with science backgrounds to facilitate clubs.		
Technician, Volt Technical Services, Federal Way, WA	1990	
Temporary position at Weyerhaeuser Technology Center in Federal Way. Duties included conducting research on a major paper chemistry project by developing appropriate testing procedures, conducting experiments and reporting results.		
Image Consultant, Hamilton, OH	1984-1989	
Developed a successful image consulting business. Conducted seminars on improving personal image for such companies as Wang, Hyatt Regency, and General Electric. Served as a public speaker and taught continuing education classes on personal image at Miami University, the Discovery Center, and the Hamilton YWCA. Closed business at the end of 1988 for relocation to Gig Harbor, WA.		
Technologist, Champion International, Hamilton, OH	1980-1984	
Worked in various technical positions at this paper mill. Provided technical support to production personnel and developed specialty grade lines such as greeting card. Investigated complaints on paper sold to printing and paper converting companies.		
Education	University of Washington, Certificate Program, Museum Studies, Seattle, WA	2003-2004
Program covered museum organization, educational programming, collections management, exhibit design, and concluded with a practicum conducted at The Gig Harbor Peninsula Historical Society.		

Education,cont.	<p>Miami University, B.S. in Applied Science, Oxford, OH 1976-1980 Majored in Paper Science & Engineering. Program emphasized chemistry, chemical engineering, environmental science, business, pulp and paper manufacturing technology. Received partial academic scholarship all four years.</p>
Volunteer Experience	<p>Gig Harbor Peninsula Historical Society, Gig Harbor, WA</p> <p>Guest Curator, Temporary Exhibit, "From Pen to Paper" 2005 Researched, designed and installed a 450 square foot exhibit for this local museum interpreting several historical journal writings and reminiscences from early residents. Received volunteer assistance during all phases of project. Used historical artifacts to support archival materials.</p> <p>The Junior League of Tacoma, Various Annual Placements, Tacoma, WA 1995-2004</p> <p>Kids on the Block, Puppeteer (2 years) Presented a scripted educational show to second graders in area schools, weekly, on divorce and abuse topics.</p> <p>Henderson Bay Teen Parent Program, Chair, Board Position Developed curriculum and coordinated volunteers for a Life Skills class for teen parents one morning per week at Gig Harbor alternative high school. Acted as mentor for teens.</p> <p>Program Development Committee, Chair, Board Position Researched and developed new programs and evaluated existing ones. Awarded Community Assistance Grants to other nonprofit organizations in the local area.</p> <p>IMPACT Newsletter Editor (2 years), Board Position Completed Pagemaker course. Edited, produced, and distributed monthly IMPACT publication to membership.</p> <p>The Second Closet, Chair Responsible for processing donations, managing volunteers, and setting promotions with the store manager for The Second Closet thrift store, a major source of income for The Junior League of Tacoma.</p> <p>Finance Director, Board Position (2 years) Responsible as Treasurer for organization. Trained membership on nonprofit financial operations. Supervised paid Bookkeeper and fundraising committees. Member of Personnel Committee. Organized annual budget preparation. Produced monthly financial reports for membership. Assisted rest of Board in strategic planning for the organization.</p> <p>The Junior League of Tacoma, Annual Conferences, Tacoma, WA</p> <p>Northwest Exchange, Delegate 1997 Regional Junior League networking and training conference held in Portland, OR. Attended Program Development track.</p> <p>Organizational Development Institute, Delegate 2002 Regional Junior League four day training in Albuquerque, NM. Focused on Fundraising track.</p> <p>Harbor Montessori School Board, Various Positions, Gig Harbor, WA 1997-2001 Served on Board for four years; Served as President, two years; Vice President, one year; Secretary, one year. Also chaired Development Committee. Responsible for hiring Administrator, strategic planning and fundraising at this parent run school.</p>
Interests	Sewing, Cooking, Appalachian Log Cabin Restoration, Skiing, Aerobics, Tennis

3312 Harborview Drive
Gig Harbor, Wa 98332
July 24, 2007

Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA 98335

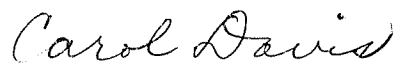
Dear Mayor Hunter;

I am interested in serving on the Design Review Board in the position which requires a background suitable for CLG historical analysis. I have lived in Millville since 1993 and since that time I have studied both the history and architecture of this district. My husband and I bought one of the original houses in the area and were interested in preserving as much as possible the charm of the vintage "Fisherman Village" home.

In addition to studying on my own, I served as a member of the Planning Commission from 1995-1999. During that time the Commission worked with then-Associate Planner Steve Osguthorpe in drafting a description and functions of the Design Review Board. We had public hearings on the DRB and received feedback from the local citizens. In this way, I gained an understanding of the pulse of the community in regards to urban design in the Gig Harbor area. Also as a result of serving on the Planning Commission I gained an understanding of how the DRB works with the PC and how both entities interface with and are ultimately responsible to the City Council.

I believe that my past experience with city government and my profound interest in historic preservation of Gig Harbor will qualify me to serve on the Design Review Board.

Sincerely,

A handwritten signature in cursive script that reads "Carol Davis".

Carol Davis



**- Application for Appointment -
City of Gig Harbor
Design Review Board**

Name: Carol Davis

Address: 3312 Harborview Dr. City: Gig Harbor State: Wa

Telephone: Home: 253-851-3710
Other: 253-691-5232

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?

(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design.
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

As a resident of the Millville area of Gig Harbor I have demonstrated an interest in and knowledge of urban design by attending many public hearings on matters related to development in the historic area.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

As a member of the Planning Commission from 1995-1999 I gained skills in reading and interpreting the Gig Harbor Municipal Code relating to urban development. I also learned to formulate wording for design details.

Signature: Carol Davis

Date: July 24, 2007