

# **Gig Harbor City Council Meeting**

**September 22, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
September 22, 2008 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of September 8, 2008.
2. Council Committee Reports: Receive and File: a) Minutes of Harborview Judson Improvement Project Update Sept. 8, 2008; b) Minutes of BB16 Level II Update Workstudy Session Sept. 8, 2008; c) GHPD Monthly Report. d) Prepayment of Utility Services Memo.
3. Liquor License Renewals: Fred Meyers; Gig Harbor 76; Harvester; QFC 864; QFC 886; Galaxy Uptown.
4. Harborview Drive Water Main Replacement Project – Construction Contract Award and Materials Testing Contract Authorization.
5. Appointment of Salary Commission.
6. Onshore Outfall Project – Change Order No. 2.
7. Wagner Way/Wollochet Drive Traffic Signal – Consultant Services Contract Amendment.
8. Canterwood Annexation Consultant Services Contract.
9. Phase I Environmental Assessment - 50<sup>th</sup> Street Court NW Property- Consultant Service Contract.
10. Harborview / Judson Street Improvement Project – Phase I Design and Scope of Work.
11. WWTP Expansion Project Consultant Services Contracts and Amendment to Contracts.
12. Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements for Harborstone Credit Union/Northwood Buildings A & B.
13. Prosecuting Attorney - Contract Renewal.
14. Approval of Payment of Bills for Sep. 22, 2008: Checks #58833 through #58999 in the amount of \$1,480,479.98.

**PRESENTATIONS:**

1. Boys and Girls Club - Greg Paine.
2. Skansie Brothers Park Ad-Hoc Committee Recommendations.

**OLD BUSINESS:**

1. Public Hearing and Second Reading of Ordinance –Private Cemeteries Limitation Amendment.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Prentice Avenue and Sutherland Street Vacation / Gary Stainbrook.
2. Public Hearing and First Reading of Ordinance – Prentice Avenue and Sutherland Street Vacation / Paul Crow.
3. Public Hearing and First Reading of Ordinance – Woodworth Avenue Street Vacation / Mark & Lynn Stonestreet.

4. Public Hearing and First Reading of Ordinance – Harborview Drive Street Vacation / City of Gig Harbor.

**STAFF REPORT:**

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Cushman Trail Groundbreaking Ceremony – Friday, Sept. 26<sup>th</sup> at 4:00 p.m.
2. City Council / Planning Commission Joint Workstudy Session: Mon. Sept. 29<sup>th</sup> at 6:00 p.m. Community Rooms A&B.
3. Wastewater Treatment Plant Groundbreaking Ceremony – Wednesday Oct. 1<sup>st</sup>, at 11:00 a.m.
4. Open House – Six Year and 20 Year Transportation Improvement Plan – Thurs. Oct. 2<sup>nd</sup> at 5:00 p.m.
5. Planning / Building Committee: Mon. Oct. 6<sup>th</sup> at 5:00 p.m.
6. GH North Traffic Options Committee – Wednesday, Oct. 8<sup>th</sup>, at 9:00 a.m. in Community Rooms A & B.
7. Intergovernmental Affairs Committee: Mon. Oct. 13<sup>th</sup> CANCELLED.
8. Reception for Bob Mortimer – Monday, Oct. 13<sup>th</sup> at 5:00 p.m.
9. BB16 Interchange Options Open House – Monday, Oct. 27<sup>th</sup> at 5:00 p.m.
10. Budget Worksession: Court, Admin, Finance, Planning, Building/Fire Safety, Police, Tourism – Monday, November 3<sup>rd</sup> at 6:00 p.m.
11. Budget Worksession: Public Works – Tuesday, November 4<sup>th</sup> at 6:00 p.m.

**ADJOURN:**

**GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 8, 2008**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Malich, Kadzik, Payne and Mayor Hunter.

**CALL TO ORDER:** 6:02 p.m.

**PLEDGE OF ALLEGIANCE:**

Paul Nelson, Court Administrator, gave a brief presentation on the new sound system in the Council Chambers.

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of August 11th, 2008.
2. Receive and File: a) 2009 Budget Schedule; b) Bld/Fire Safety Monthly Report; c) Gig Harbor Police Department Monthly Report; d) LTAC Minutes July 10, 2008; e) Parks Commission Minutes June 4, 2008; f) Parks Commission July 2, 2008,
3. Correspondence / Proclamations: Constitution Week.
4. Resolution – Surplus Equipment.
5. Onshore Sewage Outfall Project/Additional Soils Material Testing/Consultant Services Contract Amendment – Krazan & Associates, Inc.
6. 38<sup>th</sup> Avenue Phase 1 – Local Agency Standard Consultant Agreement – HDR.
7. Public Works Facility Wetland Delineation Report – Consultant Services Contract.
8. Wastewater Treatment Plant Expansion - Turbo Blower Procurement.
9. Wastewater Treatment Plant Expansion – Temporary Lab/Office Purchase Authorization.
10. Wastewater Treatment Plant Expansion – Peninsula Light Co. Underground Electrical Line Extension Agreement.
11. Skate Park Play Structure - Purchase Authorization.
12. Wastewater Treatment Plant Selector Wall Demolition - Construction Services Contract.
13. Public Works Pavement Markings on City Streets Construction Services Contract.
14. Cushman Trail Easement Agreement.
15. Approval of Payroll for the month of August: Checks #5197 through #5241 and direct deposits in the amount of \$573,302.43.
16. Approval of Payment of Bills for Aug. 25, 2008: Checks #58601 through #58738 in the amount of \$523,605.60.
17. Approval of Payment of Bills for Sep. 8, 2008: Checks #58739 through #58832 in the amount of \$206,192.65.

Councilmembers Young and Ekberg asked that items 6, 10, 11, and 14 be taken off the Consent Agenda and discussed under New Business.

**MOTION:** Move to adopt the Consent Agenda as amended.  
**Malich / Conan** – unanimously approved.

**PRESENTATIONS: Proclamation – Constitution Week.**

Mayor Hunter introduced Connie Worthen, Past Regent of the Daughters of the American Revolution, who voiced appreciation for the proclamation.

**OLD BUSINESS:**

1. Third Reading of Ordinance – Temporary Sewage Storage Tanks. Jeff Langhelm, Senior Engineer explained that during the SEPA process the Tacoma Pierce County Health Department recommended amendments to the ordinance. He read the revisions to the ordinance based upon those comments and offered to answer questions.

**MOTION:** Move to adopt Ordinance No. 1138 to allow temporary sewage holding tanks.  
**Young / Kadzik** – five voted in favor. Councilmembers Ekberg and Malich voted no.

**NEW BUSINESS:**

1. First Reading of Ordinance – Private Cemeteries Limitation Amendment. Tom Dolan, Planning Director, explained that after meeting with representatives from the Haven of Rest Cemetery, he worked with the City Attorney to develop this ordinance to allow existing cemeteries annexed to be a legal, non-conforming use. The Haven of Rest Cemetery is located within the proposed 96<sup>th</sup> Street Annexation which is on hold because the Pierce County Boundary Review Board invoked jurisdiction because the current city code would render the cemetery an illegal use if annexed. He further explained that the Planning and Building Committee has asked staff to look at alternatives that would allow the cemetery to expand. This would require a text amendment to the zoning code. If Council adopts this ordinance at its second reading, staff will bring forward a companion ordinance for consideration that would allow the cemetery to expand.

Mr. Dolan addressed Councilmember Franich's questions regarding the expansion of the use. He said that it is difficult to determine what is non-conforming and in addition there are issues of a possible "land-swap" as well.

Kathryn Jerkovich – 2106 Pacific Avenue, Suite 500, Tacoma, WA 98402. Ms. Jerkovich said she was here on behalf of Haven of Rest. She addressed the question regarding the expansion of the cemetery. She said that they currently have approximately 61 acres, but there is a chance they may not develop all of it. A portion of the property that sits on the east side of the Tacoma Power easement that isn't very assessable and they might sell this off. A number of acres on the west side are

undeveloped that they would like to expand due to the need for additional mausoleums and burial space as well as administrative offices. She said that she didn't know how many acres are already being used; perhaps half of what they own. She also said she appreciates the willingness of the city to work with them.

Councilmember Malich said he owns plots at the cemetery and asked if he should recuse himself. Carol Morris said that so far the ordinances are legislative and the Appearance of Fairness Doctrine doesn't apply to legislative actions.

Councilmember Ekberg asked if any research had been done as to why cemeteries were not allowed when the code was adopted back in the 1960's and if Councilmembers had a problem with having one now.

Mr. Dolan responded that he does not know why they were excluded. Councilmember Young said he guessed it's because the town was so small and they didn't want to use city property for a cemetery when there was so much property in the county.

Ms. Morris added when she researched state law for the ordinance it appears that there was a need to regulate cemeteries by a municipality as if they were trying to rectify problems with private ownership.

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

6. 38<sup>th</sup> Avenue Phase 1 – Local Agency Standard Consultant Agreement – HDR. Councilmember Young recommended that discussion on this be delayed until after the Budget Retreat so that Council could get a better understanding of the city's financial situation.

Rob Karlinsey explained that construction is planned for 2010 or 2011 and if design doesn't begin this year, it just delays the project to 2011. He concurred with Councilmember Young's recommendation to delay discussion as this will be a topic at the retreat.

10. Wastewater Treatment Plant Expansion – Peninsula Light Co. Underground Electrical Line Extension Agreement.

Councilmember Ekberg said he received a memo on this and the next two agenda items late today from the city attorney and wanted to ask a few questions. On the agreement with Peninsula Light, do we have an agreement?

Ms. Morris said that it is her understanding that the Public Works Department did everything they could to get Peninsula Light to sign the city's contract but they refused to sign our form. Mr. Stubchaer, Public Works Director, added that perhaps a work order would be a better term.

Councilmember Ekberg then asked if Mr. Rodenbach had confirmation in writing from the Auditor's office regarding pre-payment. Ms. Morris responded that the State Auditor won't put it in writing and it is her recommendation that after any discussion with the Auditor that you document the conversation in a letter back to them. Councilmember Ekberg asked that this be done as good policy.

Councilmember Young said it was his understanding that the pre-payment rule covers PUDs and other forms of Public Utilities which Peninsula Light is not; they are a private Co Op. He asked if the Auditor had been given this information. Ms. Morris said that David Rodenbach did relay this to the Auditor, but she offered to confirm that to make sure.

11. Skate Park Play Structure - Purchase Authorization. Councilmember Ekberg asked if there should be a contract for this purchase rather than just an authorization.

Ms. Morris said she suggests that a contract be used to cover warranty and insured delivery. She said as a matter of procedure, we should be requiring that contracts be signed for more expensive purchases like this.

David Stubchaer responded that contracts require additional insurance and that was not included in the original bid. If we have to obtain a signed contract this would have to be rebid. He said that this was viewed as a simple purchase as they are not assembling anything and staff will do the installation.

Councilmember Ekberg said that in the future that any warranty or delivery insurance language be clarified in the bid documents and if we have a contract we should use it.

Councilmember Malich asked if this had gone to the Parks Commission. Mr. Karlinsey explained that this was included in the Parks Capital Improvement Plan presented to the committee and authorized in the 2008 Budget.

Councilmember Payne asked about the required "resilient surfacing materials" and if rubberized material is being purchased for this equipment. Mr. Karlinsey responded that he hadn't heard of any plans other than wood chips.

**MOTION:** Move to authorize the Mayor to sign the agreement with Cascade Recreation.

**Young / Ekberg** – unanimously approved.

12. Cushman Trail Easement Agreement. Councilmember Ekberg asked if this could be moved to the next meeting. David Stubchaer explained that they cannot begin construction without this agreement explaining that Pierce County signed this same agreement for the first portion of the trail, and when you have two entities with indemnification clauses, there are clashes. This is a requirement by TPU and without it, there will be no Phase 2 or 3 Trail.

Councilmember Payne asked for further clarification on the concern with the indemnification language. Ms. Morris said that she is “flummoxed” as to the terms and conditions of this easement agreement. She says that she cannot enforce this agreement and the city might have liability because of TPU’s actions. The permit requires the city to indemnify TPU and doesn’t explain what TPU will do for the city.

Councilmember Young referenced a past agreement with TPU for a small road easement. He said that it was a 3-4 year process and the ultimate judgment was we had to sign as they have authority over the access will assume no liability. Rob Karlinsey added that the city has been in negotiation with them for quite some time on this.

Councilmember Franich said that some of the points raised by the city attorney may be critical in the future and without a clear understanding of the terms, it may not be a smart idea to approve this.

Councilmember Payne asked the City Administrator if he is comfortable approving this agreement. Mr. Karlinsey responded that ideally he would like it to be different, but given that the trail construction is at stake and we have done our best to negotiate this, he recommends approval. David Stubchaer added that this is the same agreement signed by Pierce County in Phase 1, and he has heard of no resulting problems.

**MOTION:** Move to approve the easement agreement between the City of Gig Harbor and TPU for the Cushman Trail Phase 2 Project.

**Young / Ekberg** – six voted in favor. Councilmember Franich voted no.

Mr. Karlinsey said that Council didn’t vote on item number 10 from the Consent Agenda regarding the Peninsula Light Co. Underground Electrical Line Extension Agreement.

Councilmember Ekberg said that as long as the letter is written to the State Auditor, he didn’t intend to hold up the agreement. Councilmember Young voiced concern that Peninsula Light was portrayed as a PUD and asked if this could be delayed until the next meeting. Ms. Morris suggested that she would talk to Mr. Rodenbach to find out if he spoke specifically about Peninsula Light and if not, this would come back at the next meeting.

**MOTION:** Move to authorize the Mayor to approve Peninsula Light’s action as described in the letters from Peninsula Light and all the accompanying documentation based upon confirmation with David Rodenbach that he did discuss, with the State Auditor, that Peninsula Light was an entity subject to the auditor’s rules of the type of entity that can be prepaid. If that’s not the case then this matter will be brought back to the Council at the next meeting. Staff is hereby directed to write the letter to the auditor.

**Young / Ekberg** – unanimously approved.



Councilmember Malich asked to clarification on whether his vote was recorded as “no” for the Ordinance on Temporary Sewage Storage Tanks. Clerk Molly Towslee said she would make sure that it was noted in the minutes as a “nay” vote.

**STAFF REPORT:** None.

**MAYOR’S REPORT / COUNCIL COMMENTS:**

Mayor Hunter reported that he had the pleasure of visiting the Canterwood Boulevard Project, which looks like it’s going well.

Councilmember Ekberg agreed, adding that it is evident that the road did need to be closed in order to get this done.

Councilmember Malich commented that the detour signs are unclear and asked that they be redone. The Mayor and Councilmembers agreed. He then asked about the letter from Forever Green Council asking for money. Rob Karlinsey responded that this could be discussed at the budget workshop.

**PUBLIC COMMENT:** None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Finance Committee: Mon. Sept. 15<sup>th</sup> at 4:00 p.m. Executive Conf. Room.
2. Budget Retreat – Friday, Sept. 12<sup>th</sup> at 8:30 a.m.
3. Workstudy Session (tentative) Monday, September 15<sup>th</sup> at 6:00 p.m.
4. Operations Committee: Thurs. Sept. 18<sup>th</sup> at 3:00 p.m.
5. City Council / Planning Commission Joint Workstudy Session: Mon. Sept. 29<sup>th</sup> at 6:00 p.m. Community Rooms A&B.
6. Wastewater Treatment Plant Groundbreaking Ceremony – October 1<sup>st</sup> at 11:00 a.m.
7. Budget Worksession: Court, Admin, Finance, Planning, Building/Fire Safety, Police, Tourism – Monday, November 3<sup>rd</sup> at 6:00 p.m.
8. Budget Worksession: Public Works – Tuesday, November 4<sup>th</sup> at 6:00 p.m.

**EXECUTIVE SESSION:** For the purpose of discussion pending litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session at 6:57 p.m. for approximately ten minutes for the purposes of discussing pending litigation per RCW 42.30.110(1)(i).  
**Payne / Conan** – unanimously approved.

**MOTION:** Move to return to regular session at 7:13 p.m.  
**Young / Conan** – unanimously approved.

**ADJOURN TO WORKSTUDY SESSIONS:**

1. Harborview Judson Improvement Project – Eric Schmidt.
2. BB16 Level III Analysis Update – Lochner.

**MOTION:** Move to adjourn at 7:13 p.m.  
**Young / Kadzik** – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1- 18

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Charles Hunter, Mayor

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Molly Towslee, City Clerk

**COUNCIL WORK STUDY SESSION  
HARBORVIEW JUDSON IMPROVEMENT PROJECT**

Monday, September 8, 2008  
Community Rooms A & B

**Present:** Mayor Hunter, Councilmembers Ekberg, Franich, Young, Conan, Malich, Kadzik and Payne. Staff: Rob Karlinsey, David Stubchaer, Carol Morris, and Molly Towslee.

**Presentors:** Eric Schmidt and Barry Knight, Cascade Design Collaborative.

**Call to Order:** 7:20 p.m.

Rob Karlinsey, City Administrator, opened the meeting and explained that because of budget restraints the presentation would focus on improvements to the intersection at Harborview and Pioneer, and to the Judson / Uddenberg / Stanich Street area.

Mayor Hunter added that the Post Office is an important element to the downtown and the city needs to improve traffic in this area as well as to try and add parking. He noted that Uddenberg Lane is in deplorable condition.

Eric Schmidt gave a brief overview of the project and described the five goals: 1. Improve parking; 2. Improve overall access to this area; 3. Pedestrian Safety; 4. Traffic calming efforts; and 5. Choosing the type of design elements to retain the character of Gig Harbor.

Mr. Schmidt explained that the infrastructure is the main focus and then the more subtle elements of design would be worked into the chosen concept. He said that cost and detailing would be taken into consideration. He continued to describe the proposed widths of the travel lanes and sidewalks, access to driveways and ADA elements. He said that tonight, they would be asking for comments on choices.

There was considerable discussion on parking options at the Key Bank Site. The designers were asked to bring back an option for back-in angle parking.

The discussion then moved to the intersection at Harborview and Pioneer. Mr. Schmidt presented three concepts. The group discussed concerns with large truck/trailer traffic, pedestrian and ADA traffic and the use of different forms of barriers for safety at this location.

Councilmember Young suggested the formation of an LID, at least along Judson and Uddenberg because of the improvements that benefit private property owners and to help with cost. After discussion, it was decided to move on with the design elements at this meeting and discuss this later.

The Mayor and Councilmembers discussed the design elements at the Harborview and Pioneer intersection. They agreed on the use of plantar boxes rather than

bollards to separate pedestrians from traffic in this area and to consider bollards for the future design at the Skansie Park site.

The designers were asked to bring back a design that incorporated elements from Options A and B and to move forward with the design of the Uddenberg / Stanich portion of the project. They were also asked to utilize a gray color scheme in both design options.

Mr. Schmidt asked Councilmembers to take a packet of drawing with them to review and offered to forward the PDF drawings for distribution.

Mayor Hunter and Councilmembers thanked Mr. Schmidt and Knight for their presentation.

**Adjourned:** 8:08 p.m.

**Scribe:** Molly Towslee

**COUNCIL WORK STUDY SESSION  
BB16 Level III Analysis Update**

Monday, September 8, 2008  
Community Rooms A & B

**Present:** Mayor Hunter, Councilmembers Conan, Malich, Kadzik and Payne. Staff: Rob Karlinsey, David Stubchaer, Carol Morris and Molly Towslee.

**Presenters:** Al King and Robert Munchinski, from H.W. Lochner, Inc.

**Call to Order:** 8:10 p.m.

Rob Karlinsey, City Administrator, opened the meeting and introduced the presenters.

Mr. King gave a brief overview of the process to date. He explained that any recommendation that comes from the process will be subject to approval from the Department of Transportation, adding that the goal is to minimize negotiation points. He said that the DOT has asked that any interim improvements be made a part of the long-term solution.

Mr. King continued with a presentation of information summarized in the list below.

- To date, all data is included in their summary.
- The next step is to tie all this together.
- They have been approached by OPG who may have suggestions for a lower level of development that may impact the numbers.
- An economic study isn't critical, but partial input is important to address the impact on businesses.
- The Environmental Impact Statement is a key issue that needs to be resolved.
- Draft Fatal Flaw Report should be done in two-three weeks.

Mr. King then showed described four options:

1. Single Point Urban Interchange (SPUI)
2. Modified Split Diamond
3. Interim Improvement – 1
4. Interim Improvement – 2 with 96<sup>th</sup> Ramp and Drop Lane along SR-16.

He described key questions posed by DOT:

1. What is the problem?
2. What can you do on local streets first?
3. Can you fix the problem at the interchange?
4. If you can't then what needs to be done on the mainline?

Mr. Munchinski presented the traffic analysis information. He compared the mainline level of service in 2005 versus the level of service projects in 2032. He

said that it illustrates that there are lots of problems not solved by interim improvements.

John Chadwell, OPG, commented that his company could develop at a lower intensity. Then there is a possibility that one of these solutions will work.

Mr. King said that each solution has trade-offs that will need to be taken into consideration.

Everyone agreed that there will have to be state participation in order to fund the improvements and a suggestion to talk to WSDOT to see if improvements to SR302 would improve the situation.

Mr. King address questions by explaining that the models are relatively accurate in predicting the numbers. He was asked what comes next.

Mr. Kind responded that the next steps are to complete the EIS and to compare costing and construction as one picture to determine the plausibility. This is going to take 2-3 weeks. He added that there is one caveat: discomfort due to the cost of asphalt which has fluctuated a great deal over the years. He said that the numbers they will present have a 10-15% contingency and will include a 20% risk factor. He said that they are comfortable with the base numbers, but the other numbers do fluctuate. He explained that the permitting costs are included in the 20% risk factor as are wetlands, topography, etc.

It was determined that it would be tight to get the information ready by the advertised October 13<sup>th</sup> date. Rob Karlinsey said that he would reschedule the open house for Monday, October 27<sup>th</sup> to allow more time.

Mayor Hunter and Councilmembers thanked them for their presentation.

**Adjourned:** 8:56 p.m.

**Scribe:** Molly Towslee



**Subject: Gig Harbor Police August 2008  
Council Report**

**Proposed Council Action: Review and file**

**Dept. Origin: Police Department**

**Prepared by: Chief Mike Davis**

**For Agenda of: September 22, 2008**

**Exhibits: Report attached**

Initial & Date

**Concurred by Mayor:**

*CLH 9/15/08*

**Approved by City Administrator:**

*RSK 9/11/08*

**Approved as to form by City Atty:**

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**Approved by Finance Director:**

**Approved by Department Head:**

*W 9/10/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL  
 FROM: CHIEF OF POLICE MIKE DAVIS  
 SUBJECT: GHPD MONTHLY REPORT FOR AUGUST 2008  
 DATE: SEPTEMBER 22, 2008

DEPARTMENTAL ACTIVITIES

- 2008 YTD ***calls for service*** when compared to 2007 YTD ***calls for service*** show an increase of 1729 dispatched calls. At our current rate it is anticipated we will be see an increase of around 2500 calls for service in 2008 when compared to 2007 end of year.
- In 2008 so far, we have seen 207 more ***reports written*** by our officers than in 2007 YTD. Our demand for services has increased dramatically, which may account for the decrease in other officer initiated activity such as traffic infractions.
- ***DUI arrests*** for 2008 YTD are up by 15 compared to 2007 YTD! Our ***traffic infractions*** are down 206 so far this year; and our ***criminal traffic citations*** are up by 62. Statistics show our 2008 YTD ***traffic accidents*** have increased by 36 accidents when compared to 2007 YTD.
- 2008 YTD statistics show our ***misdemeanor*** arrests are up by 78 and our ***felony arrests*** are down by 29 when compared to 2007.

Category	August 2008					
	August 2007	August 2008	Change	YTD 2007	YTD 2008	Change
Calls for Service	548	744	196	3631	5360	1729
General Reports	168	191	23	1209	1416	207
Criminal Traffic	23	38	15	143	205	62
Infractions	180	120	-60	1021	815	-206
Criminal Citations	18	12	-6	154	131	-23
Warrant Arrests	9	5	-4	66	32	-34
Traffic Reports	10	19	9	108	144	36
DUI Arrests	7	6	-1	39	54	15
Misdemeanor Arrests	35	39	4	235	313	78
Felony Arrests	13	3	-10	78	49	-29
FIR's	4	0	-4	27	12	-15



**TRAFFIC ACCIDENTS FOR AUGUST 2008***Consent Agenda - 2c*

DATE	TIME	LOCATION	TYPE	CASE#	AGE
8/1/2008	19:29	Harborview @ Pioneer Way	Non	GH080967	37
8/3/2008	21:39	Olympic Dr. @ SR 16	INJ	GH080976	20
8/4/2008	14:56	5100 Olympic Dr.	Non	GH080980	19
8/4/2008	17:42	5004 Pt. Fosdick Dr.	P-Lot	GH080981	29
8/16/2008	2:03	3200 Harborview Dr.	INJ	GH081037	31
8/18/2008	11:42	Hunt St. & Soundview Dr.	Non	GH081046	16
8/19/2008	17:09	4800 Pt. Fosdick Dr.	Non	GH081055	55
8/19/2008	12:10	5500 Olympic Dr.	H&R	GH081053	N/A
8/20/2008	15:00	4700 Pt. Fosdick Dr.	Non	GH081059	48
8/20/2008	20:30	5100 Olympic Dr.	INJ	GH081061	16
8/20/2008	23:15	5500 Borgen Blvd.	Non	GH081063	18
8/22/2008	16:32	8812 N. Harborview Dr.	H&R	GH081077	N/A
8/22/2008	16:00	11400 51st Ave. NW	H&R	GH081079	N/A
8/23/2008	10:57	4700 Pt. Fosdick Dr.	INJ	GH081085	51
8/29/2008	15:00	3212 50th St. Ct.	H&R	GH081119	N/A

During the month of August 2008, the Marine Services Unit accounted for the following hours and activity:

- PATROL HOURS: 81
- ADMINISTRATIVE HOURS: 5
- TOTAL HOURS: 86

Specific actions taken during marine patrol included the following:

- BOATER SAFETY INSPECTIONS WRITTEN: 16
- VERBAL WARNINGS ISSUED: 32
- CITATIONS ISSUED: 1
- DISPATCHED CALLS: 9
- BOATER ASSISTS: 9
- SEARCH & RESCUE CALLS: 2

The MSU also participated in the "NIGHTS OUT AGAINST CRIME" display at the city dock and assisted with the Thunderbird Anniversary Show at the city dock.

Our Reserve Officers contributed the following hours in August supporting the department:

- Myers – 16.5
- Santana – 28
- Boere – 13

Total – 57.5 hours

At the time this report was completed, the statistics gathered in our Neighborhood Crime Mapping Program had not been posted for August. I will submit the August statistics with the October report.

Below are the officer response times for our Priority 1, 2 and 3 calls 2008 YTD. Priority 1 calls are the most serious calls and usually involve an in progress crime.

2008			
	P1	P2	P3
January	4.5	7.7	10.2
February	4.6	7.3	9.1
March	3	7.2	8
April	3.52	7.48	10
May	0.03	6.7	9.7
June	3.4	6.7	9.2
July	3.3	6.8	10.3
August	2.97	7.39	9.09
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Totals	25.32	57.27	75.59
<b>Minutes</b>	<b>3.17</b>	<b>7.16</b>	<b>9.45</b>

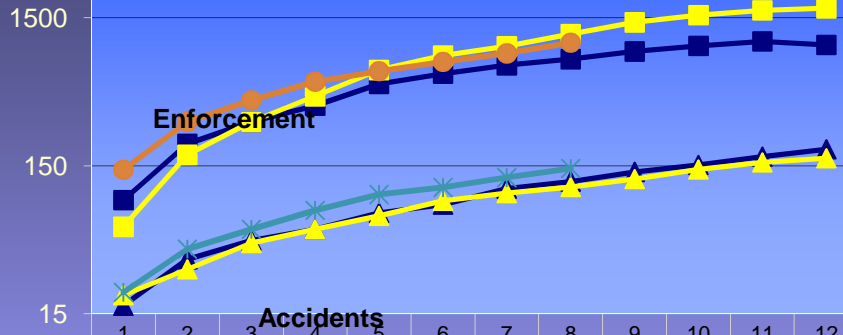
YTD

Attached you will find several graphs that track 2008 monthly statistics. These statistics are now recovered by electronic means and track officer activity. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2008 (remember some of the graphs contain cumulative numbers).



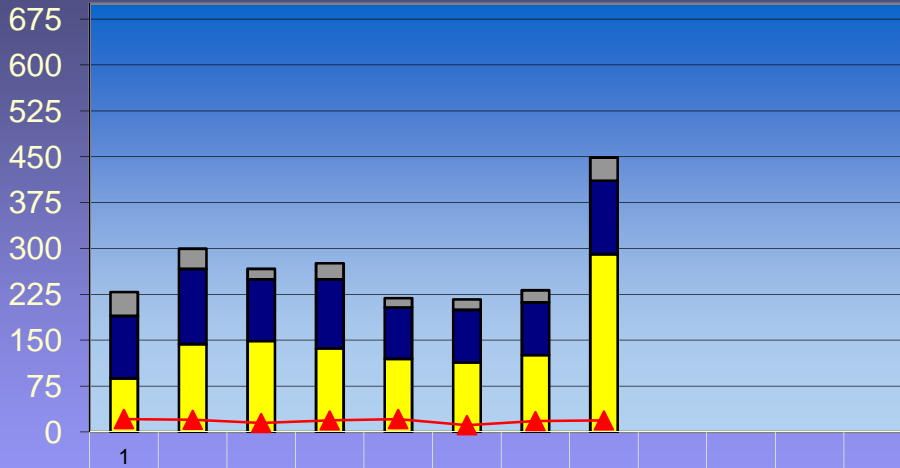
### Trends: Traffic Enforcements vs. Accidents 2006 - 2010 YTD Comparison (cumulative)

Consent Agenda - 2c



2006 Infractions + Citations	88	211	297	382	536	628	717	788	888	970	1038	985
2007 Infractions + Citations	58	178	297	442	665	833	961	1164	1396	1563	1682	1738
2008 Infractions + Citations	141	297	415	554	653	756	862	1020				
2009 Infractions + Citations												
2010 Infractions + Citations												
2006 reportable accidents	17	35	47	56	72	82	105	117	136	152	173	194
2007 reportable accidents	20	30	45	56	69	87	98	108	122	142	158	169
2008 reportable accidents	21	41	56	75	96	107	125	144				
2009 reportable accidents												
2010 reportable accidents												

### Annual Traffic Enforcement vs. Accidents Comparison Monthly Totals



Criminal Traffic Citations	39	33	17	26	15	17	20	38				
Infractions	102	123	101	113	84	86	86	120				
Verbal Warnings	88	144	149	137	120	114	126	291				
Accidents	21	20	15	19	21	11	18	19				







# Memorandum

**To:** Gig Harbor City Council  
Mayor Chuck Hunter  
Rob Karlinsey, City Administrator

**From:** David Rodenbach, Finance Director *DR*

**Date:** 9/18/2008

**Re:** Prepayment for Utility Service

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I spoke with George Geyer, audit manager for the Port Orchard State Auditor's Office (SAO) on September 3, 2008. I described our problem obtaining service at the Wastewater Treatment Plant. Specifically, I told him that Peninsula Light, a private cooperative, required pre-payment prior to installing service to the treatment plant and that we were concerned with the state law prohibiting pre-payments for goods and services. George advised me that the SAO is not going to be looking at the pre-payment issue until a legislative fix concerning prepayments is passed.

In addition, I ran the issue by our current auditor, Mike Lyons, and he echoed George's position.

If you wish further clarification of this issue, I recommend pursuing it at the audit entrance conference.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 9/03/08

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20081231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FRED MEYER STORES, INC.	FRED MEYER #601 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE
2 GIG HARBOR GAS & FOOD MART, IN	GIG HARBOR 76 5501 38TH AVE NW GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
3 HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE +
4 FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #864 5010 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	070236	GROCERY STORE - BEER/WINE
5 FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #886 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	GROCERY STORE - BEER/WINE
6 GALAXY THEATRES, LLC	GALAXY UPTOWN 4649 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	402683	BEER/WINE REST - BEER/WINE





**Subject:** Harborview Drive Water Main Replacement Project-Construction Contract Award and Materials Testing Contract Authorization

**Proposed Council Action:** Authorize the award and execution of the public works contract to Pape and Sons Construction, Inc., in the amount of \$104,057.71 and the materials testing contract to GeoResources, LLC, in the amount of \$4,460.00 for the Harborview Drive Water Main Replacement Project.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm  
Senior Engineer

**For Agenda of:** September 22, 2008

**Exhibits:** Public Works Contract, Materials Testing Scope, Fee, and Contract

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date

*CLH 9/10/08*

*POK 9/10/08*

*CAM 9/10/08*

*DF 9/9/08*

*DF 9/9/08*

Expenditure Required	\$108,517.71	Amount Budgeted	\$7,000,000.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The Harborview Drive Water Main Replacement Project provides for the replacement of an existing 10" asbestos cement water main with a new 12" ductile iron water main along Harborview Drive adjacent to the City's Wastewater Treatment Plant.

The existing water main is a dead end main that supplies one fire hydrant and the Wastewater Treatment Plant. However, the existing water main cannot meet the required fire flow requirements for water mains located in the City's right of way for commercial areas in accordance with the City's Water System Comprehensive Plan. The new water main will supply water for two fire hydrants and the fire suppression system at the upgraded Wastewater Treatment Plant and will remain a dead end main. The new water main will provide the required fire flow in the right of way for commercial areas while meeting the water system's operating goal of replacing the City's asbestos cement water mains.

This project was bid using the City's Small Works Roster Process (Resolution No. 750). A total of 14 potential contractors provided bid prices ranging from \$104,057.71 to \$206,784.15. The three lowest bid results are provided below:

Low Bidder	Pape and Sons	\$104,057.71
2 <sup>nd</sup> Low Bidder	Lydel Construction	\$129,987.05
3 <sup>rd</sup> Low Bidder	Nothern Con-Agg	\$131,040.42

Additionally, the City requested a scope and fee from GeoResources, Inc., for materials testing services for this project.

**FISCAL CONSIDERATION**

The funding summary is shown in the table below.

2008 Budget for Wastewater Treatment Plant Expansion	\$7,000,000.00
Year to Date Expenses	(\$1,119,700.78)
Harborview Dr. Water Main Replacement Project	
Public Works Contract (Pape and Sons, Inc.)	(\$104,057.71)
Materials Testing Contract (GeoResources, LLC.)	(\$4,460.00)
<b>Remaining 2008 Budget</b>	<b>\$5,771,781.51</b>

The 2008 Budget for the Wastewater Treatment Plant includes the work summarized in this project and a cost savings will be realized by having the proposed work performed before prior to the construction of the Wastewater Treatment Plant Expansion.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of the public works contract to Pape and Sons Construction, Inc., in the amount of \$104,057.71 and the materials testing contract to GeoResources, LLC, in the amount of \$4,460.00 for the Harborview Drive Water Main Replacement Project.

**HARBORVIEW DRIVE WATER MAIN REPLACEMENT PROJECT  
CSSP- 0821****CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of September, 2008, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and **Pape & Sons Construction, Inc.**, a corporation organized under the laws of the State of Washington, located and doing business at, 9401 54<sup>th</sup> Av NW, Suite 1A, Gig Harbor, WA 98332, hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary place approximately 270 linear feet of 12" ductile iron water main and 40 linear feet of 8" ductile iron water main and shall include a cut in tee, hydrant assembly, connection of existing water services to the new main, trench restoration, sidewalk and curb/gutter repair, pressure testing, abandonment of existing asbestos cement piping, roadway patching, and other work, all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications, CSSP-0821," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of **One Hundred Four Thousand, Fifty-Seven Dollars and Seventy-One Cents (\$104,057.71)**, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 21 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten working days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work for this project shall be substantially completed within 12 working days and shall be physically completed within 15 working days.
2. The Contractor agrees to pay the City the sum of **\$1,040.58** per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2008 Standard Specifications for Road, Bridge, and Municipal

Construction,” including the American Public Works Association (APWA) General Special Provisions.

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

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

CITY of GIG HARBOR:

CONTRACTOR: Pape & Sons Construction Inc.

\_\_\_\_\_  
Charles L. Hunter, Mayor  
City of Gig Harbor

date

\_\_\_\_\_  
(signature of Principal)

date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

date

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GeoResources, LLC**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and GeoResources, LLC, a Limited Liability Company organized under the laws of the State of Washington located and doing business at 5007 Pacific Hwy. E., Suite 20, Fife, WA 98424. (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Harborview Drive Water Main 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 Work, dated August 25, 2008, 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 Estimated Hours and Fees**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Four Hundred Sixty Dollars (\$4,460.00) 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 – Scope of Work and Estimated Hours and Fees**. 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 October 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 Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

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



## **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**XIV. Non-Waiver of Breach**

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

**XV. Resolution of Disputes and Governing Law**

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

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

**XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:  
GeoResources, LLC  
ATTN: Brad Biggerstaff, Sr. Partner  
5007 Pacific Hwy. E., Suite 20  
Fife, WA 98424  
(253) 896-1011  
FAX (253) 896-2633

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Senior Partner

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
GeoResources, LLC  
ATTN: Brad Biggerstaff, Sr. Partner  
5007 Pacific Hwy. E., Suite 20  
Fife, WA 98424  
(253) 896-1011, FAX (253) 896-2633

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597



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: \_\_\_\_\_

Ph. 253-896-1011  
 Fx. 253-896-2633

Exhibit A

August 25, 2008

City of Gig Harbor  
 Department of Public Works  
 3510 Grandview Street  
 Gig Harbor, Washington 98335  
 (253) 853-7695

Attention: Mr. George Flannigan

Proposal for Construction  
 Monitoring Services  
 Harborview Drive – Water Main  
 Replacement Project (CSSP-0821)  
 Gig Harbor, Washington  
 ProNo: **CityofGigHarbor.HarborView.Pr**

As requested, we are pleased to submit this proposal for geotechnical construction monitoring and inspections services for earthwork activities associated with Harborview Drive Replacement Project CSSP-0821. According to the plans and specifications obtained from the Builder's Exchange of Washington website, the project includes the replacement of 270 lineal feet of 12-inch ductile iron water main, 40 lineal feet of 8-inch, and shall also include a cut in tee, hydrant assembly, connection of existing water services to the new main, trench restoration, sidewalk and curb/gutter repair, pressure testing, abandonment of existing asbestos cement piping, roadway patching, and other work.

We have reviewed the plans but have not been provided with a contractor schedule at this time. According to our discussions with the City of Gig Harbor, we understand our involvement will be related to testing the compaction of the trench backfill, final asphalt layer, and laboratory testing of the backfill material. Based on our experience on similar projects and a review of the plans we anticipate that the required testing will occur on a part time basis lasting over a period of 2 to 3 weeks. Our construction monitoring and testing would consist of on-call site visits requested by you (the owner) and/or the contractor.

Our services will be provided in accordance with the terms presented in our Schedule of Charges and General Conditions, a copy of which is attached at the end of this proposal.

<b>Unit</b>	<b>Unit Price</b>
Principal	\$125/hr
Sr Engineer	\$105/hr
Technician	\$55/hr
Mileage	<b>\$ .585</b>
Proctor (ASTM D:1557)	\$150/test
Sieve (ASTM D-6913-04)	\$85/test

Our total fee for the services provided will be determined on a time-and-expense basis (hourly plus expenses) in accordance with the attached Schedule of Charges. We anticipate that the specific day and time of our site visits will be based on requests from the City or the Contractor, and that the duration of each visit will be determined according to the specific

inspection or testing requested.

For budgeting purposes, we anticipate 4 hour site visits(time on site and travel), 5 days per week, for a total weekly field labor or 20 hours. Our field technical rate for construction monitoring service is \$55/hour. In addition to the labor time, we also charge mileage to and from the site. We estimate that the site is 18 miles from our office. As such, a daily rate for our inspector would be \$246 or \$1,205 per week. We also anticipate 1 hour per week of principal (project manager time) to review field reports and answer questions by the contractor, for a total weekly rate of \$1,330. We do not have minimum charges, nor do we charge a rental rate for the Nuclear Densometer or other equipment.

In addition to the hourly time on site and project manager review time, we expect that there may be some additional costs related to laboratory testing using the rates outlined above. For a project of this size and scope we anticipate 2 proctors and 2 sieves will be adequate to characterize the trench backfill material. The Rice value for compaction should be provided by the batch plant producing the asphalt. **At the estimated quantities this will add \$470 to the overall cost.**

Our field personnel are instructed to leave copies of the daily field reports on site on a daily basis. Our project manager will review the reports weekly or biweekly, depending on the frequency of inspections and if deficiencies are noted. The reviewed and signed field reports will then transmitted electronically to the City and the contractor. At the end of the project, GeoResources will prepare a final letter and will attach a complete set of the field reports, as well as provide an electronic copy. The estimated projected cost does not include attending project meetings. Any meeting or additional service will be billed on a time and materials basis using the rates shown on the attached Schedule of Charges.

**Assuming three week project duration and the part time observation is sufficient; we anticipate the total cost will not exceed \$4,460, including field work and lab testing.** We anticipate that this proposal will be include as Exhibit A on a City of Gig Harbor Consultant Services Contract.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding the scope of work or budget of this proposal, please contact our office.

Yours very truly,  
GeoResources, LLC

Keith S. Schembs, LEG  
Principal

W. Glen Coad, PE  
Principal



Subject: APPOINTMENTS TO SALARY COMMISSION

Proposed Council Action:

A motion to confirm the appointment of Richard Jasper, Tony Michaelson and Gregory Roberts to serve four year terms and the appointment of Harris Atkins and Keith Hamilton to serve two year terms on the Salary Commission.

Dept. Origin: Administration

Prepared by: Mayor Hunter

For Agenda of: Sept. 22, 2008

Exhibits: Letters of Interest

Initial & Date

Concurred by Mayor:

Handwritten signature and date: CLH 9/17/08

Approved by City Administrator:

Handwritten signature and date: [Signature] 9/17/08

Approved as to form by City Atty:

Handwritten signature and date: [Signature] 9/17/08

Approved by Finance Director:

Approved by Department Head:

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

INFORMATION / BACKGROUND

Council adopted Ordinance 1136 creating a Salary Commission to set the salaries of the Mayor and City Council members.

We received five letters of interest, which are attached. According to the ordinance, three members are to serve four year terms and two are to serve two year terms to accommodate the staggered ending dates.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The ordinance directs the Mayor to appoint the Commission with Council confirmation.

RECOMMENDATION / MOTION

Move to: A motion to confirm the appointment of Richard Jasper, Tony Michaelson and Gregory Roberts to serve four year terms and the appointment of Harris Atkins and Keith Hamilton to serve two year terms on the Salary Commission.



City Clerk's Office  
3510 Grandview Street  
Gig Harbor, WA

To Whom It May Concern:

I am submitting my resume with this cover letter to apply for consideration for the Independent Salary Commission as requested.

My wife and I have been residents of this area since 1990 and have lived within the city limits of Gig Harbor since 2001. We are very interested in ensuring that Gig Harbor continues to be an attractive place for families to raise their children. We have always believed in serving wherever possible and my 30 plus years in business would seem to qualify me to help in the review of salaries for Mayor and City Council members.

We appreciate those who serve in the various elected capacities and also believe they should be adequately compensated. I believe I will be able to render good judgment in these matters and will attempt, to the best of my ability, to treat people fairly and in a transparent manner.

Thanks for your consideration for this post.

Respectfully,

Richard Jasper

Richard Jasper  
7305 Soundview Dr. NW  
Unit 702  
Gig Harbor, WA 98335

Financial Services Corporation

Atlanta, GA

Executive Vice President-Sales

1982-1990

Helped to establish a proprietary product division at the company and became Director of Sales. Moved into management and directed all sales efforts for the firm, which eventually sold to Mutual of New York Life Insurance Company.

The Fortune Group

Atlanta, GA

Executive Vice President

1977-1982

Grew the consulting efforts with this firm in the fields of Real Estate, Banking, Brokerage and Insurance. Developed sales and marketing systems for Banks New account efforts. Involved in training sales and management personnel all over the US.

**RELATED ACTIVITIES**

Canterwood Golf and Country Club Board of Directors 2005-2007

Chapel Hill Presbyterian Church Elder Board 2006-2008

Named "Best Grandfather in the World" by my two grandsons!



RECEIVED

SEP 09 2008

CITY OF GIG HARBOR

September 9, 2008

Ms. Molly Towslee, City Clerk  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Attn: City Clerk,

I, Tony Michaelson would like to express my interest in applying for the Independent Salary Commission. I have resided in Gig Harbor since 1988, raising two children with my wife Margo, who works for MultiCare at their new medical center on Point Fosdick.

For the past 32 years I have been in the employment of Edge Learning Institute as an independent contractor marketing Professional Development, Leadership and Respect in the Workplace seminars. I started working for Edge while living in Bend, Oregon where I was on the Central Oregon Community College Foundation Board from 1975 -81 and was COCC Special Events President 1976- 81. Prior to this I was on Lewis and Clark College Alumni Council, Portland, Oregon from 1968-70.

Moving from Bend to Gig Harbor in 1988, I soon got involved in Rotary 1990 and my kid's activities. In 1996, I became involved in the Gig Harbor High School Sports Boosters for three years. In 1999-2000, the prior Gig Harbor Police Chief called and asked me to be on a hiring committee to evaluate new prospective Police recruits with four other community members. I'm currently on the Citizens for Peninsula Schools 2009 Levy committee and a member of the Chamber plus spent a number of years assisting United Way and Relay for Life.

As indicated above I would like to be one of the five members considered for this new Salary Commission committee. I love this town and feel very much a part of its fabric and know I will do an exemplary job.

Sincerely,



Tony Michaelson  
6688 Cascade Avenue  
Gig Harbor, WA 98335  
[tonveli@aol.com](mailto:tonveli@aol.com)  
253-851-1617

Encl.



TOM McCALL  
GOVERNOR

OFFICE OF THE GOVERNOR  
STATE CAPITOL  
SALEM 97310

September 12, 1968

Mr. P. Anthony Michaelson  
1607 Lake Front Road  
Lake Oswego, Oregon 97034

Dear Tony:

Many thanks for a job well done in your role as coordinator of the Oregon State Technical Services program. Although your assignment was only a temporary one, you made some lasting impressions upon Oregon and its economy with your highly successful Titanium Symposium, the OSU fisheries program and Reed College's nuclear reactor, to name only a few.

My best wishes to you for success in your future endeavors.

Sincerely,

  
Governor

TM:ma

Gregory A. Roberts  
7989 Beardsley Ave NW  
Gig Harbor, WA 98335

253-549-6725  
360-874-7080 (work)

September 4, 2008

Mr. Chuck Hunter, Mayor  
City Clerk's Office  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Hunter:

I am interested in serving on the Independent Salary Commission to review the compensation paid to elected officials. My background includes employment in both the public and private business sectors. Currently, I serve as the Assistant Superintendent of Human Resources for the South Kitsap School District. My wife and I and two children and have lived in Gig Harbor since 1997.

The reason for my interest in serving on this commission is to serve my community and offer my expertise in compensation and human resources issues. If selected, I would be interested in a two year term.

Please contact me if you would like a list of my professional references.

Sincerely,

Gregory Roberts

Gregory A. Roberts  
7989 Beardsley Ave NW  
Gig Harbor, WA 98335  
253-549-6725 (cell)  
360-874-7080 (work)

*Consent Agenda - 5*

[robertsg@skitsap.wednet.edu](mailto:robertsg@skitsap.wednet.edu)

### **PROFESSIONAL EXPERIENCE**

#### **SOUTH KITSAP SCHOOL DISTRICT, Port Orchard, Washington**

##### **Assistant Superintendent of Personnel and Labor Relations – July 2002 to Present**

Provide leadership for overall human resources and labor relations program for the South Kitsap School District. Responsible for insuring collaborative labor relations with employee associations, customer service, employee retention, hiring of professional and classified staff, interpretation of collective bargaining agreements, negotiations, investigations, employee benefits, return to work programs and legal compliance. South Kitsap School District employs 675 administrative and instructional employees and 650 support staff.

##### **Director of Personnel – July 2001 through June 2002**

Provide leadership for labor relations with all support staff including negotiations with classified employee associations, administration and interpretation of collective bargaining agreements, coordination of substitute services, recruitment, investigations and legal compliance.

#### **BREMERTON SCHOOL DISTRICT, Bremerton, Washington**

##### **Director of Human Resources – October 1997 – June 2001**

Overall leadership and responsibility for human resources and labor relations including labor negotiations administration of all collective bargaining agreements, personnel polices and procedures, legal compliance, recruitment and hiring, investigations, employee benefit programs, employee assistance programs and substitute services.

#### **EVERETT SCHOOL DISTRICT, Everett, Washington**

##### **Director of Human Resources-October 1996-October 1997**

Overall leadership responsibility for human resources and labor relations including labor negotiations, administration of all collective bargaining agreements, personnel policies and procedures, legal compliance, recruitment and hiring,

investigations, employee benefits, employee assistance programs and substitute services.

**FRANKLIN PIERCE SCHOOL DISTRICT, Tacoma, Washington**

**Executive Director of Personnel – August 1993 to October 1996**

In addition to the human resources and labor relations functions described below, I was assigned responsibility to oversee pupil transportation, workers' compensation and safety.

**Director of Personnel –December 1990 to August 1993**

Responsible to provide leadership for the overall human resources function, employee selection, employee recruitment/selection, contract administration, salary administration, labor relations, new employee orientation, employee reclassifications, job descriptions, personnel policies, employee wellness programs, substitute services, and legal compliance.

**DURHAM TRANSPORTATION, INC., Austin, Texas**

**Regional Vice President of Operations – Northern Region – January 1986 to December 1990**

Overall operations and profit-loss responsibility for major school bus contractor located in Washington and California. Supervised operations, fleet maintenance, personnel and labor relations, safety and training, service contract negotiations with clients, client relations and fiscal compliance. Responsibility included the operation of 750 buses out of six separate profit centers in Washington and Northern California, producing 35 million in annual revenue.

**General Manager – Everett, Washington – June 1981 to December 1985**

Assumed responsibility for the start-up and operating a 90-school bus terminal for the Everett School District. Responsibilities included operations, vehicle maintenance, recruiting and hiring staff, labor relations, ordering equipment, client relations, workers' compensation, payroll administration, budgeting and fiscal compliance.

**ARA SERVICES, INC., TRANSPORTATION GROUP, Philadelphia, Pennsylvania**

**Various positions from Management Trainee to Director of Sales and Marketing, Northwest Region, June 1975 to May 1981**

**EDUCATION**

Masters in Business Administration, City University, Tacoma, Washington

Bachelors Degree in Urban Sociology, Loyola University, Los Angeles, California



**COMMUNITY SERVICE**

Kitsap Community Resources, Executive Board and Board of Directors

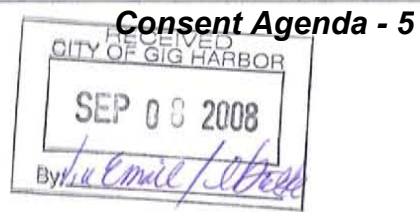
Port Orchard Rotary Club, Board of Directors

Kitsap Leadership, Graduate 2004

PALS Mentoring Program

**Brekke, Laurelyn**

**From:** Gregory A. Roberts [lighthiker@comcast.net]  
**Sent:** Friday, September 05, 2008 6:30 PM  
**To:** Brekke, Laurelyn  
**Subject:** Salary Commission.doc  
**Attachments:** Salary Commission.doc



Attached is my application for the Salary Commission.

Greg Roberts

Towslee, Molly

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**From:** Dolan, Tom  
**Sent:** Monday, September 08, 2008 6:55 PM  
**To:** Towslee, Molly  
**Cc:** Hunter, Chuck; Karlinsey, Rob  
**Subject:** FW: Gig Harbor Salary Commission

Molly – here is the application from Harris Atkins for the Salary Commission position. I have worked with Harris on the Planning Commission for the last 2 years. He is an outstanding Commission member and a true asset to the City. I recommend him for consideration.

**Tom Dolan**  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
253-853-7615 phone  
253-858-6408 fax

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**From:** Harris [mailto:HarrisA@centurytel.net]  
**Sent:** Monday, September 08, 2008 6:20 PM  
**To:** Dolan, Tom  
**Subject:** Gig Harbor Salary Commission

Tom- As we discussed, I would like to be considered for a position on the Gig Harbor Salary Commission.  
My qualifications include:

- A. I am an 8 year resident of the City having moved here in Sept. of 2000.
- B. I am currently in my fourth year on the Gig Harbor Planning Commission and am serving my second year as Vice Chairperson.
- C. I served two terms(1992-1999) on the Issaquah City Council, three years as President.
- D. While serving on the Issaquah City Council, I chaired a committee to evaluate the effectiveness of the City's form of government and to consider if the City's effectiveness could be improved by another form. As a part of this study, the Committee reviewed councilmember responsibilities and salaries in other WA jurisdictions to determine if Issaquah's council was being appropriately compensated.

I feel that my experience and interest in city government will enable me to be an objective and effective member of the Commission. I would be happy to come for an interview with the Mayor if appropriate. Please let me know if you, or others, have questions.

Regards,

Harris Atkins  
3139 Anne Marie Court  
Gig Harbor

253-858-6270

Towslee, Molly

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**From:** Karlinsey, Rob  
**Sent:** Wednesday, September 10, 2008 4:11 PM  
**To:** Towslee, Molly  
**Cc:** Hunter, Chuck  
**Subject:** FW: Application for requested Salary Commissioner

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**From:** Keith Hamilton [mailto:keithham@centurytel.net]  
**Sent:** Wednesday, September 10, 2008 1:51 PM  
**To:** Karlinsey, Rob  
**Subject:** Application for requested Salary Commissioner

September 10, 2008

Mayor Chuck Hunter  
City of Gig Harbor  
Gig Harbor, Washington

In answer to a request by Rob Karlinsey for my application to the City of Gig Harbor proposed Salary Commission I hereby submit my name for the position.

I have been a resident of Gig Harbor since 1990 and live at 3205 Grandview Street.

I am a retired Corporate Executive and have forty years of business experience. I served for several years as a City Council member of Glenwood, Illinois and traveled extensively during my service with Shell Oil Company and Edwin K. Williams & Co.

I am interested in the proposed commission and wish that reliable references and details be attached to the requirements.

Thank you for your consideration.

Sincerely,

R. Keith Hamilton  
3205 Grandview Street,  
Gig Harbor, WA 98335

(253) 851-7033



**GIG HARBOR SEEKS APPLICANTS FOR NEW COMMISSION ON CITY COUNCIL SALARIES**

The Gig Harbor City Council has created an Independent Salary Commission to set the salaries of the Mayor and City Council members. Mayor Chuck Hunter is now accepting resumes from Gig Harbor city residents interested in serving on the commission.

The Independent Salary Commission will have five members appointed by the Mayor and confirmed by the City Council. Commissioners will serve four-year terms, except two of the first group of commissioners shall serve for a period of two years. Commissioners must be United States citizens and a resident of the City of Gig Harbor. They cannot be city officials, city employees, or immediate family members of city officials or employees.

The commission will study the relationship of salaries to the duties of the Mayor and City Council members and establish a salary by increasing, decreasing, or maintaining the current salary for each position. The commission will meet before December 15, 2008 and then no later than April 30<sup>th</sup> of each even-numbered year thereafter.

Residents interested in serving on the commission should send a cover letter and resume to the City Clerk's Office either in person, by U.S. Mail, or by e-mail. To ensure consideration, the clerk should receive your letter and resume by Wednesday, September 10, at 4:30 p.m.

**In person or by US Mail**

City Clerk's Office  
3510 Grandview Street  
Gig Harbor, WA  
Email: [towsleem@cityofgigharbor.net](mailto:towsleem@cityofgigharbor.net)

For more information, contact the City Clerk at 253-853-7613 or [towsleem@cityofgigharbor.net](mailto:towsleem@cityofgigharbor.net) or the Executive Assistant at 253-853-7638 or [brekkel@cityofgigharbor.net](mailto:brekkel@cityofgigharbor.net)

ORDINANCE NO. 1136

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING AN INDEPENDENT SALARY COMMISSION TO REVIEW THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS, PURSUANT TO RCW 35.21.015, DESCRIBING THE MANNER OF APPOINTMENT, MEMBERSHIP, QUALIFICATIONS, METHOD OF REMOVAL, PROCEDURE FOR ESTABLISHING SALARIES, AND CHANGING EXISTING CODE PROVISIONS RELATING TO THE ADJUSTMENT OF THE MAYOR AND COUNCILMEMBERS' SALARIES TO BE CONSISTENT THEREWITH, ADDING A NEW CHAPTER 2.23 TO THE GIG HARBOR MUNICIPAL CODE; AND AMENDING GHMC SECTION 2.40.010 AND 2.40.020.

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WHEREAS, under RCW 35A.12.070 and chapter 2.40 GHMC, the Council may adjust the salaries of the councilmembers and the mayor; and

WHEREAS, RCW 35.21.015 was adopted in 2001 to expressly authorize cities to create independent salary commissions to set elected official's salaries; and

WHEREAS, pursuant to RCW 35.21.015, the action fixing the salary by a commission supersedes any other provision of state statute or city ordinance related to municipal budgets or to the fixing of salaries; and

WHEREAS, the City Council should adopt an ordinance consistent with RCW 35.21.015 and repeal any inconsistent sections of the Gig Harbor Municipal Code; and

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

Section 1. A new chapter 2.23 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**Chapter 2.23  
Salary Commission**

**2.23.010 Created.**

There is hereby established a Gig Harbor independent salary commission hereinafter referred to as the "Salary Commission."

**2.23.020 Purpose.**

The purpose of the Salary Commission shall be to review and establish the salaries of the mayor and the councilmembers in accordance with state law and this chapter. "Salary" for the purpose of this ordinance includes wage and benefits.

**2.23.030 Membership.**

A. Number of members. The salary commission shall consist of five members appointed by the mayor and approved by the city council.

B. Compensation. The salary commission shall serve without compensation.

C. Terms. Each member of the salary commission shall serve a term of four years, except that the first five commission members shall be appointed for different terms, as follows: two members to serve for a period of two years, and three members to serve for a period of four years. All members of the salary commission shall serve until their successors are duly appointed by the mayor and approved by the city council.

D. Appointment. The mayor, with the approval of the city council, may appoint alternate independent salary commission members as the need arises. The city council shall annually appoint new members in March to fill the expiring terms on the independent salary commission.

E. Term Limit. No member may be appointed to more than two terms on the salary commission whether or not those terms are held consecutively.

F. Vacancy. If, for any reason, a vacancy occurs during the term of an independent salary commission member, the mayor shall appoint, with the approval of the city council, a new member to fill the unexpired term of that member.

G. Removal. The city council may remove an independent salary commission member at any time for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence.

**2.23.040 Qualifications.**

A. No person shall be appointed to serve as a member or alternate member of the salary commission unless that person is a citizen of the United States and a resident of the city.

B. No city officer, official, or employee of the city or any of their immediate family members may serve on the commission. "Immediate family

member," as used in this section, means the parents, spouse, siblings, children, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee.

**2.23.050 Operation.**

A. The salary commission shall elect a chair from among its members. The salary commission establish and publish rules of procedure for the efficient and fair conduct of its business, consistent with state law and city ordinance.

B. The city administrator shall appoint appropriate staff to assist the independent salary commission in preparation of its reports and records as are necessary for the proper operation of the commission.

C. The salary commission shall keep a written record of its proceedings, which shall be a public record all in accordance with state law, and shall actively solicit public comment at all meetings which shall be subject to the Open Public Meetings Act pursuant to Chapter 42.30 RCW.

D. The salary commission shall meet at least once in 2008 and in each even year thereafter to consider whether or not to review and/or adjust existing salaries. The first meeting shall occur no later than April 30<sup>th</sup>, in any given year, except for the 2008 calendar year for which December 15<sup>th</sup> shall be the deadline.

E. The commission shall review and, if it so determines, amend and file its schedule of salaries with the city clerk no later than June 30<sup>th</sup>. If necessary, the commission will also meet upon any other call by the chair, the mayor or by the majority vote of the city council.

F. Three members shall constitute a quorum, and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the independent salary commission.

**2.23.060 Responsibilities.** The independent salary commission shall have the following responsibilities:

A. To study the relationship of salaries to the duties of the mayor and the city councilmembers and to establish a salary by either increasing or decreasing the existing salary for each position by an affirmative vote of not less than three members;

B. To review and file its salary schedules not later than June 30<sup>th</sup>, and every even year thereafter;

C. To submit each salary schedule to the city clerk, who will publish the complete schedule two times, at least one week apart. The second



publication date will be the official filing date. The schedule will become effective 30 days after this date.

**2.23.070 Effective date– Salaries.**

A. Existing salaries for the mayor and councilmembers established by city ordinance and/or city budget shall remain in effect unless and until changed in accordance with the provisions of this chapter.

B. The commission's established or amended salary schedule will become effective in the amounts, at the times, and under the conditions established in the schedule. Once filed, the schedule shall be incorporated into the city budget without further action of the city council or salary commission. Salary increases established by the commission shall be effective as to the mayor and all city councilmembers regardless of their terms of office. Salary decreases established by the commission shall become effective as to incumbents at the commencement of their next subsequent terms of office. The terms and conditions of the commission's adopted salary schedule will remain in effect until amended under the terms and conditions of a new salary schedule filed in accordance with this chapter.

**2.23.080 Salary schedule subject to referendum petition.**

A. The commission's adopted salary schedule shall be subject to referendum petition by the people of the city in the same manner as a city ordinance upon filing of such petition with the city clerk within 30 days after the official filing date of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

B. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed and shall be otherwise governed by the provisions of the State Constitution or other laws generally applicable to referendum measures.

Section 2. Section 2.40.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.40.010 Mayor's salary.** The Mayor's existing salary established as of August 1, 2008 shall remain in effect unless and until changed in accordance with the provisions of chapter 2.23 GHMC. ~~The mayor shall receive a salary of \$400.00 per month. Beginning the fiscal year of 1985 and each year thereafter, the mayor's salary shall be adjusted. The adjustment shall be based on the average salary increase of all city employees and shall be expressed as a percentage.~~

Section 3. Section 2.40.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.40.020 Councilmember's salary.** The Councilmembers' existing salaries established as of August 1, 2008 shall remain in effect unless and until changed in accordance with the provisions of chapter 2.23 GHMC.

~~A. — A councilmember shall receive a salary as follows:~~

- ~~1. 1984, \$40.00 per month;~~
- ~~2. 1985, \$70.00 per month;~~
- ~~3. 1986, \$100.00 per month;~~
- ~~4. 1987, \$125.00 per month.~~

~~B. — Beginning the fiscal year of 1988 and each year thereafter, a councilmember's salary shall be adjusted. Such adjustment shall be based on the average salary increase of all city employees and shall be expressed as a percentage.~~

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 28th day of July, 2008.

CITY OF GIG HARBOR

  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: Molly Towslee  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: CA  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 07/10/08  
PASSED BY THE CITY COUNCIL: 07/28/08  
PUBLISHED: 08/06/08  
EFFECTIVE DATE: 08/11/08  
ORDINANCE NO. 1136



**Subject:** Onshore Sewer Outfall Project,  
Change Order No. 2

**Proposed Council Action:** Approve change order number 2, in an amount not to exceed forty-seven thousand six hundred thirty-eight dollars and nine cents (\$47,638.09).

**Dept. Origin:** Public Works  
**Prepared by:** Marcos R. McGraw  
Project Engineer  
**For Agenda of:** September 22, 2008  
**Exhibits:** Endorsed Change Order #2

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 9/15/08</i>
<b>Approved by City Administrator:</b>	<i>PK 9/15/08</i>
<b>Approved as to form by City Atty:</b>	<i>CPM 9/15/08</i>
<b>Approved by Finance Director:</b>	<i>DF 9/15/08</i>
<b>Approved by Department Head:</b>	<i>MB 9/15/08</i>

Expenditure	Amount	Appropriation
Required \$47,638.09	Budgeted \$1,750,000	Required \$0

**INFORMATION / BACKGROUND**

This change order compensates Pivetta Brothers Construction for costs incurred for equipment standby time. During the week of April 10<sup>th</sup> to April 18<sup>th</sup> the City asked the contractor to stop work while the pipe alignments were redesigned. The City spent this time to analyze existing underground utilities conflicting with the planned pipe alignments, and the City generated new plan sheets that were incorporated into the project by change order #1. The contractor incurred costs for having equipment on site that was not actively engaged in contract work.

The contractor encountered various existing underground pipes and utility conduits in the intersection of Harborview Drive and North Harborview Drive while excavating the trench for the 24 inch diameter outfall pipe. The contractor also encountered chunks of asphalt and unstable soil under the existing roadway that slowed progress. The contract work in the intersection progressed much slower than the typical rate due to these unanticipated conditions, which caused the contractor to incur unexpected costs.

In summary, this change order provides an additional compensation of \$20,142.00 for the stand-by time and \$23,555.50 for slow progress through the intersection. With sales tax, the total cost increase is \$47,638.09.

**FISCAL CONSIDERATION**

The 2008 Sewer Capital Fund allocated \$1,750,000 for this project. This Change Order will add \$47,638.09 to the overall contract amount of \$1,062,276.64 for a revised total contract amount of \$1,109,914.73, including retail sales tax.

**BOARD OR COMMITTEE RECOMMENDATION**


N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve and execute Change Order No. 2 for the Onshore Outfall Project (CSSP-0802) in an amount not to exceed forty-seven thousand six hundred thirty-eight dollars and nine cents (\$47,638.09).

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

COPY

Sheet <u>1</u> of <u>2</u> Date <u>08 /15 /2008</u>	<b>CHANGE ORDER</b>	Change Order Number <u>2</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SUPPLEMENTARY CONDITIONS SECTION 12.01M. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input checked="" type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>CSSP - 0802</u> Onshore Outfall and Force Main Replacement Project	
ENDORSED BY: <u>Pivetta Brothers Const.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>VP</u> <u>8/2/08</u> <small>DATE</small> TITLE: <u>V.PRES.</u>	TO: Pivetta Brothers Construction, Inc. P. O. Box 370 Sumner, WA 98390	
Consent Given by Surety (When required): BY: <u>NOT REQUIRED</u> <small>ATTORNEY IN-FACT</small> <span style="float: right;"><small>DATE</small></span>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

This change order provides for the following additional work components which were not anticipated at the time of bid. They consist of the following items:

The contractor was unable to perform any contract work while the City completed redesign of the outfall pipe and the force main pipe to be incorporated into the project in change order #1. This condition caused the contractor to incur costs for equipment standby from April 10<sup>th</sup> to April 18<sup>th</sup>. These costs were not included in change order #1. During this same week the message on the variable message signs was changed. Change order #1 changed the connection detail at pump station 2A. The contractor was required to expedite delivery of the 24 inch valve associated with the change, and the supplier charged extra for expedited delivery.

The contractor encountered a myriad of various existing underground pipes and utility conduits in the intersection of Harborview Drive and North Harborview Drive while excavating the trench for the 24 inch diameter outfall pipe. The contract work progressed much slower than anticipated, which caused the contractor to incur unanticipated costs. The contractor encountered chunks of asphalt and unstable soil that also slowed progress. Before the contractor started excavating in the vicinity of the intersection all pipes and conduits were identified either in the contract plans or in change order #1. Therefore, the City and the contractor will share the costs of the slowed work.

This change order provides an additional compensation of \$43,697.50 plus \$3,670.59 in sales tax for a total added cost of \$47,368.09 including retail sales tax. It adds no working days to the contract time.

Compensation for the changes described in this change order includes mark-ups as described in the Project Manual and applicable sales tax.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ 889,335.28	\$ 1,062,276.64	\$ 47,368.09	\$ 1,109,644.73
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: _____ DATE _____ CITY ENGINEER		<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: _____ DATE _____ CITY ADMINISTRATOR	
<input type="checkbox"/> APPROVED: _____ DATE: _____ MAYOR			

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.



**Subject:** Wagner Way/Wollochet Drive Traffic Signal - Consultant Services Contract Amendment

**Proposed Council Action:** Authorize the execution of the Consultant Services Contract amendment for WH Pacific for the not-to-exceed amount of \$17,843.00.

**Dept. Origin:** Public Works Department

**Prepared by:** Jeff Langhelm Senior Engineer 

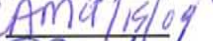
**For Agenda of:** September 22, 2008

**Exhibits:** Consultant Services Contract Amendment, Scope, and Fee

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	\$17,843.00	Amount Budgeted	\$0	Appropriation Required	(See Fiscal Note)
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**INFORMATION / BACKGROUND**

On June 1, 2007, a vehicle struck a steel signal pole at the intersection of Hunt Street and Wollochet Drive. The signal pole was damaged beyond repair and the City immediately removed the signal pole and placed a temporary wood signal pole. This temporary signal pole remains in place and the signal is operating in a temporary timed mode. Additionally, due to the layout of the street lights at this intersection, the temporary operation of the street lights requires all lights to remain on 24 hours a day.

The City requested a scope and fee from WSDOT to perform the design of the permanent signal pole replacement but has received an insufficient response.

On August 13, 2007, the City Council awarded a Consultant Services Contract to WH Pacific for the design of the intersection improvements at Wagner Way and Wollochet Drive. These improvements include a new traffic signal that will be connected to the signals at Hunt Street/Wollochet Drive and SR-16/Wollochet Drive.

The design of the Wagner Way/Wollochet Drive signal has also required WH Pacific to review and become familiar with the existing signal system at Hunt Street/Wollochet Drive. Therefore, due to WH Pacific's experience at this intersection and to minimize efforts, staff is recommending approval of this amendment for the design of the permanent signal pole based on current design information and standards. The proposed amendment to the existing consultant services contract and the related scope and fee are attached.



**FISCAL CONSIDERATION**

Soon after this signal pole was damaged the City contacted the driver's insurance company, Safeco Insurance. Safeco has agreed to pay for the temporary signal pole and the design and construction of the replacement signal pole up to the drivers insured limit of \$100,000. To date the City has expended approximately \$20,000 on the temporary repairs and anticipates the total cost of repairs not to exceed \$100,000.

The City has invoiced Safeco for the repairs to-date and has been told Safeco will reimburse the City for the expenses at the completion of the repairs. This project was not identified in the 2008 budget.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the execution of the Consultant Services Contract amendment for WH Pacific for an amount not-to-exceed \$17,843.00

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

THIS AMENDMENT is made to the AGREEMENT, dated August 13, 2007, 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.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on August 13, 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 as follows:

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

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 the **Exhibit A – Scope of Work** and **Exhibit B – Estimated Hours and Fees** to the Amendment in the amount of Seventeen Thousand Eight Hundred Forty-Three Dollars and No Cents (\$17,843.00). 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 – Scope of Work shall be completed by December 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CONSULTANT  
By: [Signature] By:  
Its Principal

CITY OF GIG HARBOR  
\_\_\_\_\_  
Charles Hunter, Mayor

Notices to be sent to:

~~W&H~~  
CONSULTANT  
~~David Zevenbergen~~ Stacy Davis  
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:

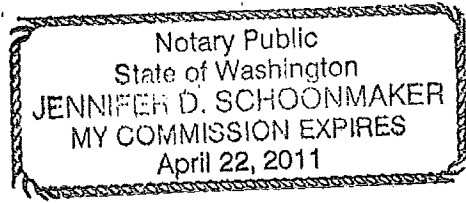
\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 )  
COUNTY OF Thurston ) ss.

I certify that I know or have satisfactory evidence that Michael Paulak 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 WHPacific, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 12, 2008

Jennifer D. Schoonmaker  
(print or type name)



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

My Commission expires: April 22, 2011

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 SERVICES  
SUPPLEMENT #1**

**HUNT STREET / WOLLOCHET DRIVE NW TRAFFIC SIGNAL STRAIN POLE  
REPLACEMENT**

**Gig Harbor, Washington  
September 8, 2008**

**I. PROJECT DESCRIPTION**

The purpose of this supplement to the original scope of services dated August 1, 2007 is to provide engineering services to replace a traffic signal strain pole knocked down in a traffic collision. The traffic signal strain pole will be located at or near the previous location. The engineering services will include topographic survey of above ground and subsurface utilities, sizing the new strain pole, and preparing drawing to be included as an addendum to construction of the traffic signal at Wollochet Drive NW and Wagner Way.

**II. PROJECT ASSUMPTIONS**

- The project duration will be two months.
- Project submittals will be 90% and 100%.
- The CITY will execute an inter-agency agreement with Washington State Department of Transportation (WSDOT) Olympic Region for maintaining the traffic signal.
- The CONSULTANT shall provide a list of required items to be included on the topographical base map for use in the design project.
  
- The CONSULTANT will track all charges separately relating to strain pole replacement.
- CONSULTANT assumes one plan sheet will be added to show intersection detail at the Hunt Street and Wollochet Drive intersection.
- CITY will prepare the addendum to add strain pole to construction contract.

**III. DESIGN CRITERIA**

*Measurements will be in English units.*

*Drafting Format: AutoCAD 2006*

*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 supplement work will be performed under the following tasks of the original contract:

- Task 1. Project Management
- Task 2. Survey
- Task 7. 90% Design
- Task 8. 100% Design

##### **TASK 1: PROJECT MANAGEMENT**

- 1.1. Provide additional project management for the contract extension to complete the supplement.

##### **TASK 2: SURVEY**

###### *Task Assumptions:*

- The daily field work will be performed at a minimum of an eight-hour working day.
  - The CONSULTANT shall coordinate with a private locate service to mark underground utilities.
- 2.1. Control
    - 2.1.1. Survey Administration, Management and Meetings
      - Monitor progress and survey task expenditures
      - Coordinate work effort of survey crew and staff
      - Attend internal meetings with design engineer to review progress and monitor scope of work
    - 2.1.2. Research Survey Control and Call for Locates
      - The control scheme for the project will be based on WSDOT and Pierce County existing control available in the area of the project.
      - Recover previous survey control.
    - 2.1.3. Site Mapping Control Points.
      - Set temporary control points for mapping of project site.
      - Provide control points for use in construction phase of project.
    - 2.1.4. Run Level Loop
      - Run digital differential levels from bench mark through project control, and loop back through additional bench marks.
      - Verify level loop elevations in the office and establish project bench marks.
  - 2.2. Topographic Mapping
    - 2.2.1. Topographic Mapping of Intersection: Data collection mapping of existing intersection and roadway including the following where applicable:
      - Pavement limits (edge of pavement)
      - Existing signal heads (X, Y, Z location and clearance)
      - Signal cabinet and junctions
      - Curb and sidewalks
      - Driveways and curb cuts

- Buildings
- Fences
- Sidewalks
- Storm drainage structures with pipe invert elevations
- Sanitary sewer manholes (no invert elevations)
- Water valves, fire hydrants and associated surface features
- Electrical power vaults and associated surface features
- Telephone manholes and pedestals
- Natural gas valves, meters, and warning markers
- Cable TV pedestals
- Street lighting
- Signing
- Utility poles and overhead lines
- Utility meters
- 2.2.2. Utility Locates
- 2.2.3. Inverts and sketches of catch basins and structures
- 2.2.4. Pavement striping and markings
- 2.2.5. Download field data
- 2.2.6. Compile LDD files
- 2.2.7. Prepare preliminary map
- 2.3. Preliminary Map Review
  - 2.3.1. Site visit to verify map
  - 2.3.2. Revise map based on site visit
  - 2.3.3. Prepare final map for engineering design
  - 2.3.4. QA/QC Review
  - 2.3.5. Stamp and Sign Map; prepare digital copy
  - 2.3.6. Transmit map to design engineer

*Deliverables:*

- Copy of drawing to design engineer: paper and electronic copy

**TASK 7: 90% PS&E**

- 7.1. Review County As-built
- 7.2. Check Class of Strain Pole and foundation size using WSDOT method shown in Figure 850-14A in the Design Manual.
- 7.3. Recommend location of replacement strain pole.
- 7.4. Prepare Estimate.
- 7.5. Prepare "project specific" special provisions.
- 7.6. Prepare 90% Drawing.

*Deliverables:*

- 90% Plans

**TASK 8: 100% PS&E**

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

*Deliverables:*

- Final Plans







**Subject: Canterwood Annexation  
Consultant Services Contract**

**Proposed Council Action:  
Approve contract with Spenser's Consulting**

**Dept. Origin:** Planning

**Prepared by:** Tom Dolan *TD*

**For Agenda of:** September 22, 2008

**Exhibits:** Contract

Initial & Date

**Concurred by Mayor:**

*CLH 9/16/08*

**Approved by City Administrator:**

*PKK 9/16/08*

**Approved as to form by City Atty:**

**Approved by Finance Director:**

*DR 9/16/08*

**Approved by Department Head:**

*TD 9/16/08*

Expenditure		Amount		Appropriation	
Required	\$4,250	Budgeted	See Fiscal Note Below	Required	\$0

**INFORMATION / BACKGROUND**

The Canterwood Homeowner's Association recently submitted a "Notice of Intention to Commence Annexation Proceedings" to the City of Gig Harbor. As such, it is necessary to conduct a public meeting by the City Council to discuss the annexation. While there have been a number of large annexations submitted in the last 2 years, the proposed Canterwood Annexation is particularly complex. Several issues need to be evaluated such as cost to the City, utility infrastructure and zoning. John Spenser of Spenser's Consulting has considerable experience related to large, complex annexations. Previously, Mr. Spenser had worked on several large annexations for the City of Vancouver (WA). It is anticipated that Mr. Spenser will work with the Planning Department, Public Works Department and Finance Director to formulate recommendations to the City Council on the proposed annexation. Typically the Planning Department (and formerly the Community Development Director) would work to develop recommendations to the City Council. However, because of the unusual complexity of the annexation and lack of planning staff (2 planning staff members are currently on maternity leave); staff is recommending the hiring of a consultant.

**FISCAL CONSIDERATION**

Money was not budgeted for a consultant to work on annexations in 2008. However, sufficient funds are available in the Planning Department's budget to pay for this consultant. Two sources of savings are the lower than anticipated professional services payments to the hearing examiner and partial unpaid leave for 2 planners on maternity leave.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve contract with Spenser's Consulting for consulting services associated with the Canterwood Annexation.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SPENCER'S CONSULTING**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Spencer's Consulting, a Sole Proprietorship under the laws of the State of Washington, located and doing business at 2103 SE 303<sup>rd</sup> Avenue, Washougal, Washington, 98671(hereinafter the "Consultant")

**RECITALS**

WHEREAS, the City is presently engaged in the review of the Canterwood Annexation and desires that the Consultant perform 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 as described in Exhibit "B", which shall not exceed Four Thousand Two Hundred Dollars (\$4,200) which shall include all incidental expenses. 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.

### **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 January 1, 2009, 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 CONSULTANTS 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:  
Spencer's Consulting  
John Spenser  
2103 SE 303<sup>rd</sup> Ave.  
Washougal, WA 98671  
(360) 844-5136

CITY:  
Tom Dolan  
Planning Director  
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. 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.

**XX. 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

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

Tom Dolan  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
(253) 851-6170

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk







EXHIBIT A  
SCOPE OF WORK

The Consultant shall assist the City of Gig Harbor in the initial analysis and discussion for the Canterwood Annexation as follows:

- 1) Description – Prepare a description of the area, including demographic and statistical data, service providers, etc., and a review of needed service improvements. Identify any special interest groups (service providers, citizens with particular concerns, etc.).
- 2) Budget impacts – Using data gathered by City staff, the Consultant shall provide an initial estimate of additional revenues and expenses incurred by the City as a result of the annexation.
- 3) Annexation boundaries – Consultant shall evaluate whether a change to the proposed annexation boundary may result in more favorable budgetary impacts to the City or more orderly provision of services by the City or County. City staff shall create a detail of the annexation boundaries.
- 4) Timeline – In consultation with staff and annexation area representatives, Consultant shall create a proposed annexation timeline based on state code and the needs of the various stakeholders.
- 5) Initial meeting announcement – Consultant shall create a brief announcement of the meeting for residents of the annexation area. It shall be the City's responsibility to create a mailing list and mail the meeting announcement in a timely manner.
- 6) Council report – Consultant shall develop a report to Council on the annexation, addressing the questions (if applicable) of zoning, indebtedness and utility infrastructure.
- 7) Issues to be addressed – Develop a list of annexation issues, including capital improvement needs, staffing needs, and issues related to provision of services.
- 8) Presentation of Annexation Proposal to Council.

All work shall be completed in time for the October 13<sup>th</sup> Council meeting.

The following topics are not covered under this agreement:

- 1) Indebtedness issues – the City must decide whether the Canterwood Annexation area should assume a proportionate share of any outstanding non-councilmanic (i.e. voted) City indebtedness.
- 2) GIS work, particularly creating maps and identifying boundaries.
- 3) Petition review for sufficiency.

**Exhibit B**  
**Calculation of Fees**

All work and travel time shall be billable at a rate of \$85 per hour.

Additional expenses beyond incidental office supplies (such as over-night lodging, any large mailings or large copying jobs) shall be reimbursed at cost. These expenses shall be included in the cap of \$4,200.





Subject: Robinson, Noble & Saltbush
Consultants Contract - Phase I on
50th Street Court NW for KLM
Veterans Memorial Park.

Proposed Council Action: Authorize the
Mayor on behalf of Council to approve the
Consultants Agreement for a Phase I
Environmental Site Assessment for a portion
of 50th Street Court NW.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: September 22, 2008
Exhibits: Consultants Contract
Scope of Services

Initial & Date

Concurred by Mayor: [Signature] 9/16/08
Approved by City Administrator: [Signature] 9/16/08
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature] 9/16/08
Approved by Department Head:

Table with 5 columns: Expenditure, Amount, Budgeted, Appropriation, Required. Values: \$3,350, 950,000, -0-

INFORMATION / BACKGROUND

In 2003 and 2005, the City purchased the parcels of land to develop Westside Neighborhood Park. Renamed in 2008, Kenneth Leo Marvin Veterans Memorial Park's street access is 50th Street Court NW. In order to complete the acquisition of the section of road identified in the attached map, a Phase I environmental assessment is necessary. Environmental consultants Robinson, Noble & Saltbush will do the work (see map, scope of services and fee schedule attached).

FISCAL CONSIDERATION

This work is part of Objective #6 of the Street Capital Fund in the 2008 Budget.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the contract with Robinson, Noble & Saltbush for a Phase I Environmental Site Assessment on the KLM Veterans Memorial Park Street Access not to exceed \$3,350.00.



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in environmental services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated September 16, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed three thousand three hundred fifty dollars (\$3,350) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by October 20, 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 Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorneys' fees to the extent arising out of or in connection with the Consultant's performance of services under this Agreement. 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.

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:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson Street, Suite A  
Tacoma, WA 98409  
(253) 475-7711

City of Gig Harbor  
ATTN: Lita Dawn Stanton  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7609

### **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.

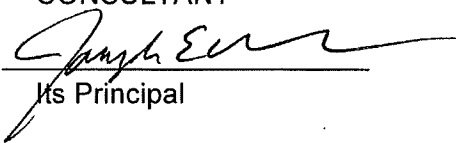
### **XVIII. Modification**

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:   
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson St., Suite A  
Tacoma, WA 98409  
(253) 475-7711

City of Gig Harbor  
ATTN: Lita Dawn Stanton  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7609

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 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

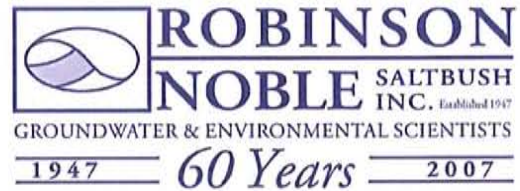
(print or type name)

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

My Commission expires: \_\_\_\_\_

# EXHIBIT A

Consent Agenda - 9



September 16, 2008

Lita Dawn Stanton  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

EXHIBIT A

Re: Scope of work and cost estimate for a Phase I Environmental Assessment for:  
Portion of access road to the Park at 50<sup>th</sup> Street Court NW

Dear Ms. Stanton:

Robinson, Noble & Saltbush would be pleased to complete a Phase I Environmental Site Assessment (Phase I) for the above-referenced site. The Phase I will be performed in accordance with the attached scope of services, which is based on standard industry practices and ASTM Standard E1527-05. Unless an item is specifically addressed in the noted scope of services and discussed herein, it should be assumed that it is not included in the scope of work for this project.

Based on our understanding of the project, we estimate the cost of our services to be \$3,350. Should you decide to pursue some or all of the work discussed above, please provide us with an authorized purchase order or your contract for our review and execution. Unless unexpected conditions are found to exist, the estimated completion time for the project is 20 to 30 working days following the return of the executed purchase order or contract, and provided submittal of site access authority documentation is received within five days of the contract execution.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson, Noble & Saltbush project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

Sincerely,  
**Robinson, Noble & Saltbush**

A handwritten signature in black ink, appearing to read "John F. Hildenbrand", written over a light blue circular stamp.

John F. Hildenbrand  
Associate Environmental Scientist  
Environmental Services Manager

attachments

**Exhibit A**  
**Phase I Environmental Site Assessment Scope of Services**

Phase I Environmental Site Assessments (Phase I ESA, also known as Level One ESA studies) are conducted to protect a property owner from assuming an unknown environmental risk. The assessment gathers available information regarding past or present site activities which have the potential to cause environmental contamination. Robinson, Noble & Saltbush performs Phase I ESA's generally following the format and content of ASTM Standard E 1527-00 or ASTM Standard E-1527-05. For this project the client has elected ASTM Standard E 1527-00. Depending on the nature of the site being evaluated and the requirements of the client, additional elements beyond the scope of the ASTM standard may be included. Any additional scope of service items are detailed in the professional services agreement (PSA) to which this scope of service is attached. If an item is not indicated herein or in the applicable PSA, it is not included in the project.

The standard components of the Phase I ESA will include:

- Identification of past and present site ownership and uses (as deemed relevant to evaluating the subject site).
- Inspection of the site and any structures for the presence of potentially hazardous substances. Any areas not inspected will be clearly noted in the project report.
- Description of site environmental characteristics; such as the size, layout, extent of development, natural features, etc.
- An assessment of hazardous material or waste storage, handling, or disposal practices as they pertain to evaluate the presence of an actual, and/or material threat of, a hazardous substance release. For the purposes of the Phase I ESA, a hazardous substance includes petroleum products.
- An assessment of nearby properties whose activities may have an environmental impact on the subject property.
- Conclusions regarding potential problems and recommendations for further action.

In performing the assessment Robinson, Noble & Saltbush, Inc. will utilize a review of selected available public records, historical research, an inspection of the site, and may conduct interviews with tenants, owners, and/or public agency officials to evaluate the potential environmental liabilities associated with a property.

**Records Review**

Review of public agency records can provide significant background information on the site, including ownership history; past uses; permits or inventories for hazardous materials or wastes; reported spills, releases or known contamination; or other regulatory actions. Agencies which may be contacted include local assessor's office, planning department, utility district, fire department, health department, agricultural commissioner, or air quality management district. State environmental protection agencies, such as the Washington State Department of Ecology, maintain databases of sites which have been investigated and may also be contacted. The U.S. Environmental Protection Agency also maintains databases of hazardous waste generators or sites with hazardous waste contamination. Robinson, Noble & Saltbush, Inc. will search applicable data bases using a data extraction and reporting firm (typically EDR, Inc). We may also conduct a physical review of agency files as deemed necessary.

**Historical Research**

In order to review past use of the property, documents such as title history, maps, building permits, or aerial photographs may be reviewed as appropriate. Maps, such as parcel, topographic and fire-insurance maps, will also be reviewed as applicable.

**Site Inspection**

A site inspection will be conducted to evaluate the subject for site activities or uses which pose a high potential for environmental contamination. These items include but are not limited to:

- storage tanks (underground and above ground)
- water wells (domestic, agricultural or industrial)
- waste water systems
- drums or chemical storage areas
- ponds or surface impoundments
- maintenance or shop areas
- sumps or storm drains
- stained soil or pavement
- transformers
- piles of waste or trash
- dead or dying vegetation
- unusual odors
- other observations that in the opinion of the field investigator indicate the possible presence of conditions of concern.

**Interviews**

In order to determine current and past site practices, interviews with persons familiar with the site may be conducted. This may be done in person, in writing or via telephone. Examples of the types of individuals that may be contacted include: property owners, site managers, former employees, neighbors, and/or local agency officials.

**Report**

The activities described above will be documented in a report. The report will present the findings of the assessment and any recommendations for further action, if necessary. Be advised that the Phase I ESA does not typically include the collection of environmental samples.

# EXHIBIT B

**General Fee Schedule  
 September 1, 2008  
 Exhibit B**

Professional Position	Typical Duties	Fee Per Hour
<b>Principal Hydrogeologist/ Environmental Scientist</b>	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison, and hydrogeologic analysis.	\$105 - \$165
<b>Senior Associate</b>	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$105 - \$145
<b>Associate Hydrogeologist/ Environmental Scientist</b>	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$105 - \$121
<b>Senior Hydrogeologist/ Environmental Scientist</b>	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$92 - \$121
<b>Project Hydrogeologist/ Environmental Scientist</b>	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$92 - \$105
<b>Draftsperson/Technician</b>	Technical illustration/CADD, production layout, technical aide.	\$75 - \$85

Service Category	Typical Duties	Fee Per Hour
<b>Legal Support/Testimony</b>	Expert witness services.	150% of above rates
<b>Administrative Services</b>	Contracts, technical specifications, administrative tasks, grammatical editing.	\$62 - \$75
<b>Typist/Clerical Support</b>	Word processing, report preparation or reproduction, general office tasks	\$56 - \$62
<b>Subcontracts/Management Fee</b>	Professional Services Outside Laboratory Services Construction Subcontracts	Negotiated 15% 15%
<b>Other Costs</b>	Travel (Auto) Travel (Other) Direct Other Expenses	\$0.62/mile Cost + 5% Cost + 5%
	Equipment Rental	See following page

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



**Hydrogeologic Equipment Rental Schedule  
September 1, 2008**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
<b>Water Level Transducer and Data Logger</b>	First five days	\$80
	Each day thereafter	\$27.50
<b>Field Laptop Computer</b>	Per day	\$30
<b>Electric Water Level Sounder(s)</b>	<b>0 to 300 ft</b>	Flat fee per project
	<b>over 300 ft</b>	Flat fee per project
<b>DC Submersible Purge Pump</b>	Per pump	\$80
<b>Double-Ring Infiltrometer</b>	Per day	\$50
<b>Schonstedt Gradient Magnetometer</b>	Per day	\$75
<b>Geonics EM-61 Metal Detector</b>	Per day	\$500
<b>Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)</b>	Per day	\$1,100
<b>Downhole Analog Caliper Logging Equipment</b>	Per well	\$100
<b>Draw Works</b>	Per well	\$525
<b>Mechanical Sieve Sample Equipment</b>	Flat fee per well	\$25
<b>2-inch Gasoline-powered Centrifugal Pump (includes hoses)</b>	Per day	\$55
<b>2-inch Submersible Pump + Controller</b>	Per day	\$180
<b>Generator</b>	Per day	\$70
<b>Survey Gear (laser level &amp; rod)</b>	Per day	\$85
<b>Stream Gaging</b>	Per day	\$75
<b>GPS</b>	Per day	\$22.50
<b>Other Equipment</b>	Negotiated	Negotiated

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

**Environmental Equipment Rental and Consumable Schedule  
September 1, 2008**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$25
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump	Per pump	\$80 first pump, \$40 each additional pump
DC-operated Peristaltic Pump	Per day	\$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<b><u>Consumable Items:</u></b>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	First 3 Free - \$5.00 each additional bladder
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

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



**Subject:** Harborview / Judson Street Improvement Project – Phase I Design and Scope of Work.

**Proposed Council Action:**

Direct CTS Engineers to design, engineer, and prepare bid documents for the street sections shown as Exhibit A-a through A-3 to this agenda bill.

**Dept. Origin:** Administration  
**Prepared by:** Rob Karlinsey  
**For Agenda of:** September 22, 2008  
**Exhibits:** Exhibits A-1 through A3

Initial & Date

**Concurred by Mayor:** CLH 9/12/08  
**Approved by City Administrator:** RJK 9/12/08  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** [Signature] 9/12/08  
**Approved by Department Head:** \_\_\_\_\_

Expenditure Part of \$400k master	Amount	Appropriation
Required: plan and design contract.	Budgeted: \$400k	Required: \$0

**INFORMATION / BACKGROUND**

Earlier this year the City contracted with CTS Engineers to work with the community to develop a master plan for the Harborview corridor, including pedestrian and street improvements on Judson, Stanich, and Uddenberg.

The master plan is coming together and will come forward for City Council consideration before year's end. In the meantime, it is proposed that design and engineering work move forward on an initial phase of the project. This initial phase is diagramed in Exhibits A-1 through A-3 of this Agenda Bill and includes sidewalk and street improvements at the following locations:

- The intersection of Pioneer and Harborview;
- Uddenberg Lane;
- Stanich Street;
- Judson Street (from Stanich to Pioneer); and
- Pioneer Sidewalk gaps from Judson to just up past Uddenberg.

The attached Exhibits show only the extent of phase one and are not intended to show specific design details. Water and sewer line improvements will also be designed on Harborview Drive from the intersection at Pioneer to Soundview Drive.

Over the past several Council meetings, including most recently two workshops with the Council, CTS Engineers and their sub-consultant Cascade Design Collaborative have presented various options for this initial phase. At last Monday's workshop (9/15/08), Council members in attendance preferred back-in parking on certain segments of Judson Street (see Exhibit A-2). They also preferred planter boxes at the Harborview/Pioneer intersection and less bollards.

As an early part of this phase one design and engineering, the City will be working with adjacent property and business owners on the details and configuration of the plans. Pedestrian and vehicle safety will be essential components of the design and engineering.

The consultant expects to have fully engineered drawings and bid documents completed by early January 2009. Construction is expected to begin in late February or early March of 2009.

**FISCAL CONSIDERATION**

CTS Engineers are already under contract with the City to conduct the work described in this Agenda Bill, and sufficient funds exist to pay for the design and engineering.

**BOARD OR COMMITTEE RECOMMENDATION**

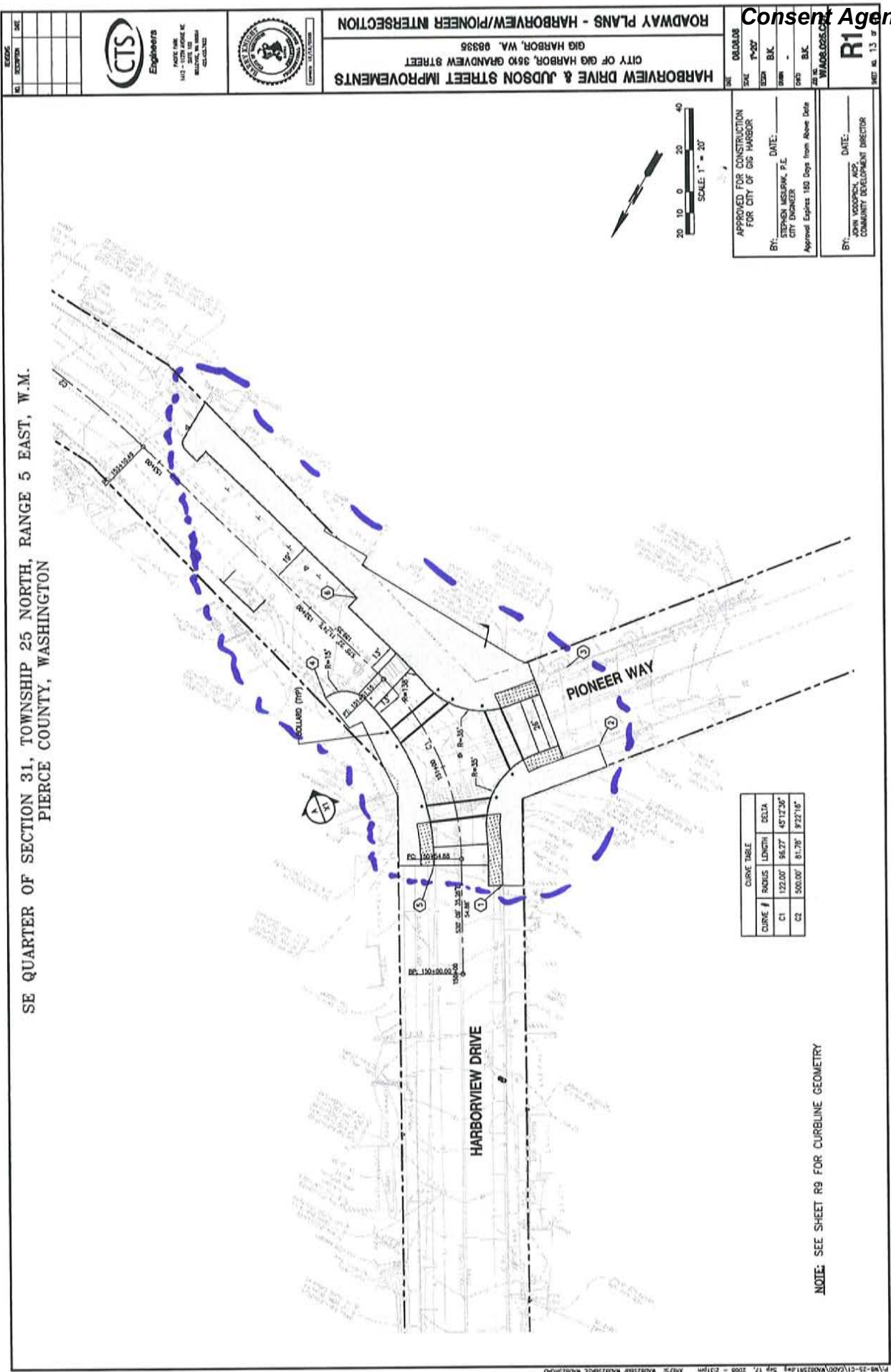
N/A

**RECOMMENDATION / MOTION**

**Move to:** Direct CTS Engineers to design, engineer, and prepare bid documents for the street sections shown as Exhibits A-1, A-2, and A-3 to this Agenda Bill.

A-1

SE QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.  
PIERCE COUNTY, WASHINGTON



CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	120.00'	66.37'	45°12'30"
C2	500.00'	81.78'	92°27'18"

NOTE: SEE SHEET R9 FOR CURBLINE GEOMETRY

**CTS**  
Engineers

PAULINE WALKER  
1412 - 15TH AVENUE NE  
SEASIDE, WA 98138  
360-425-1322

**CITY OF GIG HARBOR, WA, 98335**  
GIG HARBOR, WA, 98335

**HARBORVIEW DRIVE & JUDSON STREET IMPROVEMENTS**  
**ROADWAY PLANS - HARBORVIEW/PIIONEER INTERSECTION**

APPROVED FOR CONSTRUCTION FOR CITY OF GIG HARBOR

BY: STEPHEN MCGILVER, P.E. CITY ENGINEER  
Approval Expires 180 Days from Above Date

DATE: \_\_\_\_\_

BY: JOHN WOODRICK, P.E. COMMUNITY DEVELOPMENT DIRECTOR  
DATE: \_\_\_\_\_

SCALE: 1" = 20'

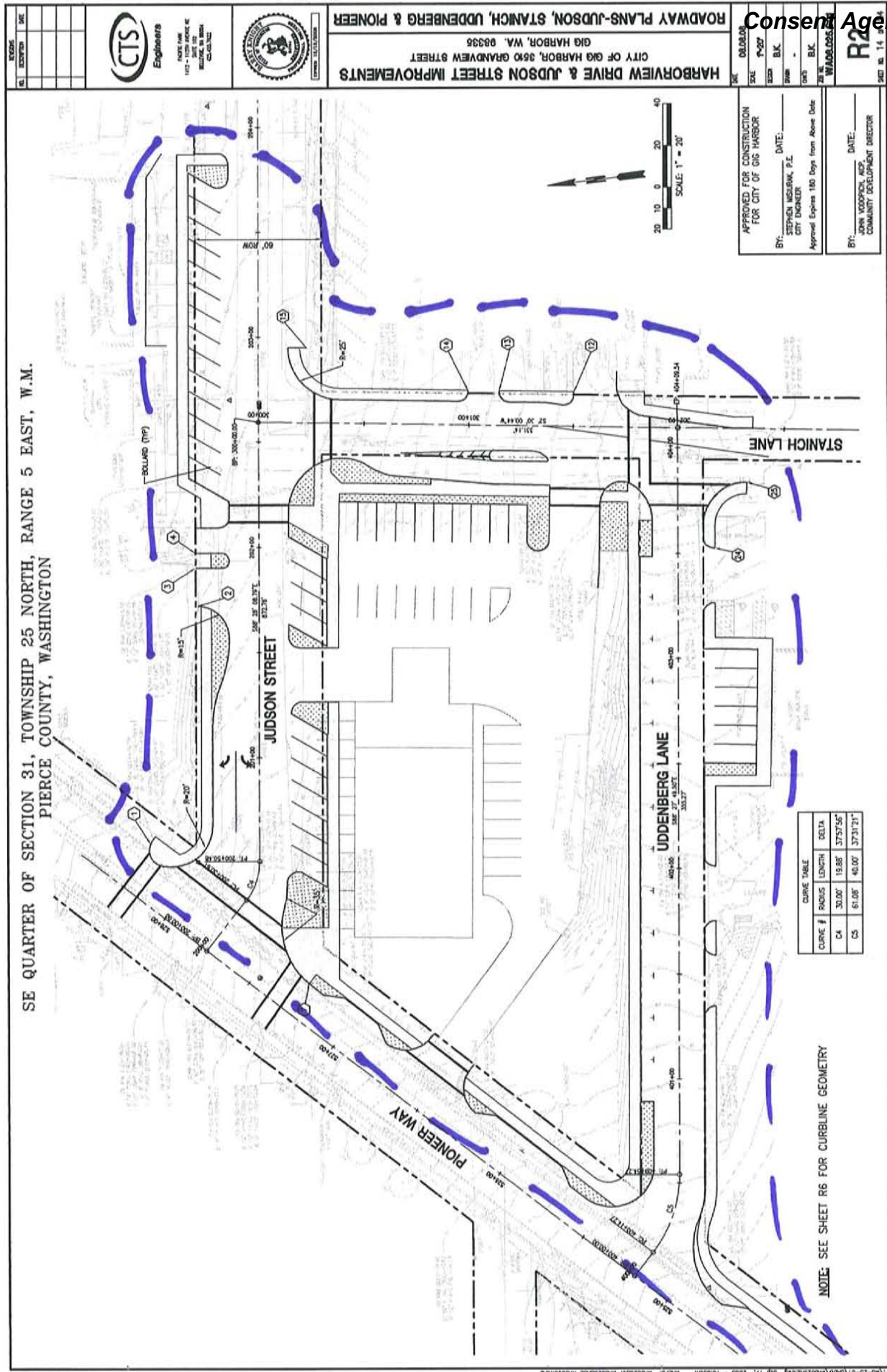
0 20 40

DATE: 08/08/08

SHEET NO. 13 OF 13

A-2

SE QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.  
PIERCE COUNTY, WASHINGTON



CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C4	30.00'	19.88'	37°57'56"
C5	61.05'	46.00'	37°31'21"

NOTE: SEE SHEET R6 FOR CURBLINE GEOMETRY

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SCALE: 1" = 20'  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 APPROVED FOR CONSTRUCTION FOR CITY OF GIG HARBOR  
 BY: STEPHEN MOURIK, P.E. CITY ENGINEER  
 Approved Expires 180 Days from Above Date  
 BY: JOHN WOODRICK, M.P.S. COMMUNITY DEVELOPMENT DIRECTOR

HARBORVIEW DRIVE & JUDSON STREET IMPROVEMENTS  
 CITY OF GIG HARBOR, 3650 GRANDVIEW STREET  
 GIG HARBOR, WA, 98936  
 ROADWAY PLANS-JUDSON, STANCH, UDENBERG & PIONEER

CTS Engineers  
 1107 1/2 W. 10th St.  
 Tacoma, WA 98402  
 (253) 733-1100

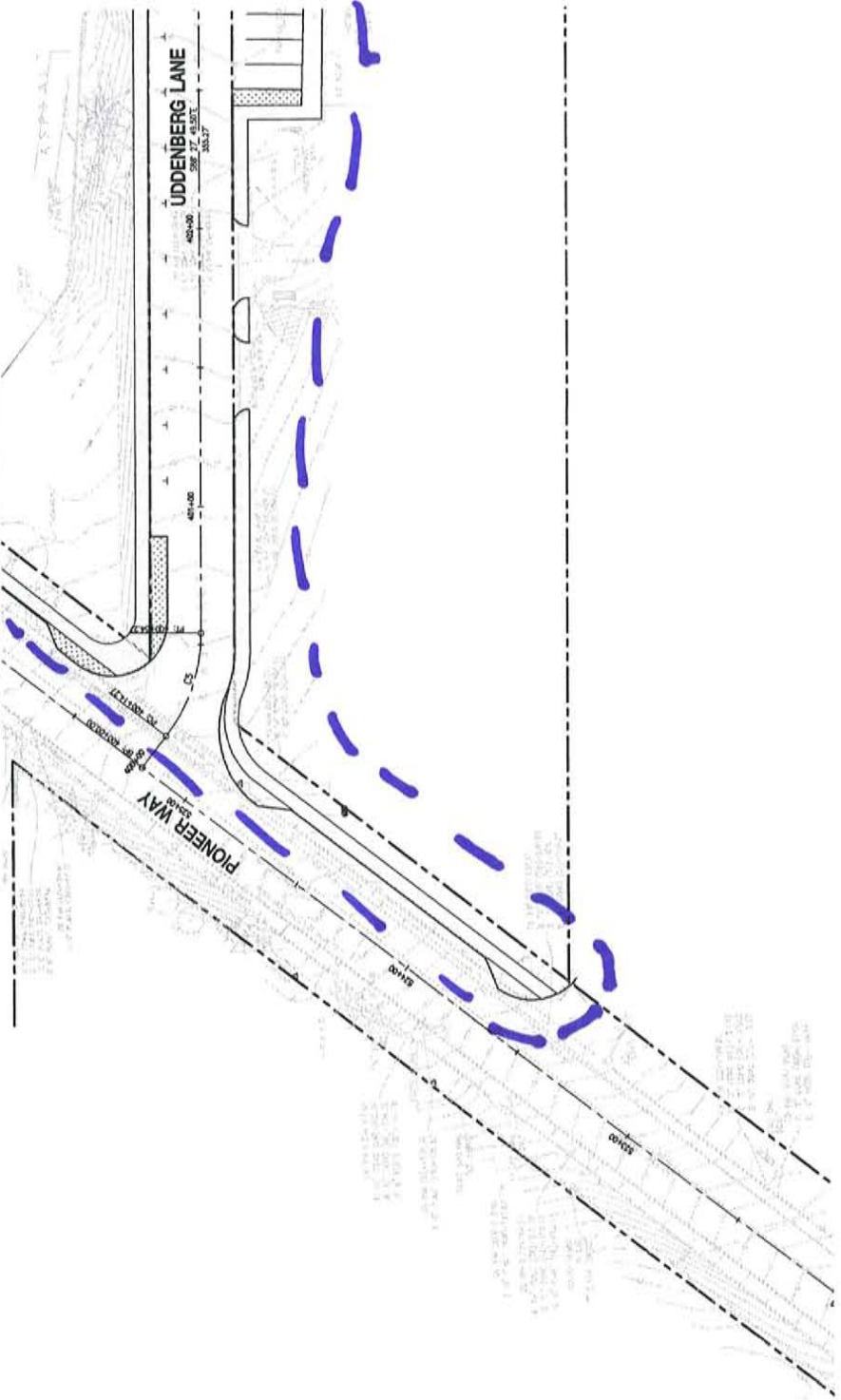
NO.	REVISION	DATE

R2  
 SET NO. 14 OF 14

Consent Agenda - 10

A-3

SE QUARTER OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.  
PIERCE COUNTY, WASHINGTON



CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C4	30.00'	19.86'	37°57'56"
C5	51.08'	40.00'	37°31'21"

NOTE: SEE SHEET R6 FOR CURBLINE GEOMETRY

<p>CTS Engineers 1402 1st Ave 1101 - 1127 1st Ave NE PO Box 100 Everett, WA 98202</p>	<p>CITY OF GIG HARBOR 1000 1st Ave Gig Harbor, WA 98336</p>	<p>ROADWAY PLANS-JUDSON, STANICH, UDDENBERG &amp; PIONEER</p>	
		<p>HARBORVIEW DRIVE &amp; JUDSON STREET IMPROVEMENTS CITY OF GIG HARBOR, 3610 GRANDVIEW STREET GIG HARBOR, WA, 98336</p>	
<p>DATE: 9/17/08 BY: T. JUDSON CHECKED BY: J. STANICH DATE: 9/17/08 BY: J. STANICH CHECKED BY: J. STANICH</p>	<p>DATE: _____ BY: _____ CITY ENGINEER</p>	<p>DATE: _____ BY: _____ CITY ENGINEER</p>	<p>DATE: _____ BY: _____ CITY ENGINEER</p>
<p>APPROVED FOR CONSTRUCTION FOR CITY OF GIG HARBOR</p>		<p>APPROVED FOR CONSTRUCTION FOR CITY OF GIG HARBOR</p>	
<p>BY: JESSICA MULLIN, P.E. CITY ENGINEER</p>		<p>BY: JOHN WOODRICK, M.A.S. COMMUNITY DEVELOPMENT DIRECTOR</p>	
<p>Approved Expires 180 Days from Above Date</p>		<p>Approved Expires 180 Days from Above Date</p>	
<p>WIA08055.01</p>		<p>WIA08055.01</p>	
<p>R6</p>		<p>R6</p>	
<p>SHEET NO. 15 OF 16</p>		<p>SHEET NO. 15 OF 16</p>	



**Subject:** Wastewater Treatment Plant Expansion Project Consultant Services Contracts and Amendments

**Proposed Council Action:** Authorize the Mayor on behalf of Council to execute the following Contracts:

- Parametrix's Amendment #1 for Construction Services
- Cosmopolitan Engineering Group Amendment #2 to Complete Design Phase
- Cosmopolitan's Amendment #3 for Engineering Services
- Cultural Resource Consultants Contract (CRC)
- Advance Industrial Automation Corporation (AIA) Contract

**Dept. Origin:** Engineering Division

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

**For Agenda of:** September 22, 2008

**Exhibits:** Parametrix Amendment #1  
Cosmopolitan Amendment #2  
Cosmopolitan Amendment #3  
AIA Consultant Serv. Contract  
CRC Consultant Serv. Contract

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** PK 9/18/08

**Approved as to form by City Atty:** CM was faxed

**Approved by Finance Director:** DR 9/18/08

**Approved by Department Head:** DF 9/18/08

Expenditure	Amount	Appropriation
Required \$1,875,877.00	Budgeted \$7,000,000.00	Required 0

**INFORMATION / BACKGROUND**

Construction project management and inspection services along with construction support design services are required for the multi-year and multi-million dollar Wastewater Treatment Plant Improvement Project.

Parametrix will provide the required and necessary project management and inspection services for this project. They will act as the Owner's representative. Parametrix will also provide project management services for the marine portion of the sewer outfall extension. The sewer outfall extension is expected to be bid later this fall with construction occurring in the summer, fall of 2009 and spring of 2010, pending permit approvals.

Cosmopolitan will provide the necessary civil, structural, and operational design engineering services during construction.

Advanced Industrial Automation will provide the necessary telemetry and supervisory control and data acquisition (SCADA) programming and computer support services.

Cultural Resource Consultants will provide the necessary archeological monitoring during construction.



All consultants were originally procured through a competitive Request for Qualifications process before a City interview panel.

The detailed explanation of scope of services is contained herein.

Amendment #2 for Cosmopolitan Engineering Group pertains to out of scope work performed associated with the final design associated with the Treatment Plant Expansion.

**FISCAL CONSIDERATION**

The breakdown for the respective consultant Services is as follows:

Parametrix Amendment # 1	\$	875,884
Cosmopolitan Amendment # 2	\$	52,150
Cosmopolitan Amendment # 3	\$	712,527
Advance Industrial Automation Corp.	\$	221,816
Cultural Resource Consultants Inc.	\$	<u>13,500</u>
TOTAL COST	\$	1,875,877

There is funding allotted in the 2008 Budget in the Sewer Capital Fund, Objective Number 2.

The funding source includes a \$10 million low interest Public Works Trust Fund Loan.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to execute the following Contracts:

- Parametrix Amendment #1 for Construction Services for \$875,884 for a revised contract total of \$1,060,974.00
- Cosmopolitan Engineering Group Amendment #2 to Complete Design Phase for \$52,150 for a revised contract total of \$1,261,651.00
- Cosmopolitan's Amendment #3 for the Engineering Services for \$712,527 for a revised contract total of \$1,974,178.00
- Cultural Resource Consultants Contract (CRC) for \$13,500
- Advance Industrial Automation Corporation (AIA) Contract for \$221,816

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PARAMETRIX, INC.**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated March 24, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 4660 Kitsap Way, Suite A, Bremerton, Washington 98312, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the WWTP Expansion and Improvements Project Construction Services 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 24, 2008, (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, and/or to exceed the amount of compensation paid by the City;

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of Eight Hundred Seventy-Five Thousand Eight Hundred Eighty-Four Dollars and No Cents (\$875,884.00). 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. **Amendment to Duration of Work.** Section IV of the Agreement is amended to require the tasks described in **Exhibit A** to begin immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by October 31, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

Section 4. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
Attn: John Burk, P.E.  
Parametrix, Inc.  
4660 Kitsap Way, Suite A  
Bremerton, WA 98312  
(360) 377-0014 FA (360) 479-5961

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KITSAP        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged 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: \_\_\_\_\_

**Parametrix**

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

4660 KITSAP WAY, SUITE A  
BREMERTON, WA 98312  
T. 360 . 377 . 0014 F. 360 . 479 . 5961  
www.parametrix.com

September 4, 2008  
PMX No. 262-2750-012

Mr. Stephen T Misiurak  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA, 98335

Re: WWTP and Outfall Scope of Work and Budget

Dear Mr. Misiurak:

Thank you for the continued opportunity to work for you and the City of Gig Harbor. We take great pride in our work and the projects/clients we serve. We look forward to continuing to serve you and the needs of the City of Gig Harbor.

The purpose of this proposal is to provide the City with construction management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade and Gig Harbor WWTP Outfall Extension. The contract for construction of the WWTP Upgrade is to be awarded in the 4th quarter of 2008 and the contract for construction of the WWTP Outfall Extension is to be awarded in the first quarter of 2009.

The attached Scope of Work Exhibit A describes the work to be performed by Parametrix to assist the City during the construction phases of both projects. This Scope of Work and Budget assumes that the WWTP Outfall Extension and the WWTP Upgrade projects will run concurrently.

The overall goals of the project are to:

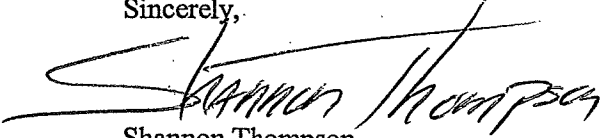
- Represent the City as their Project Construction Manager.
- Complete the projects on time and budget.
- Assist the City with directing and monitoring the progress and quality of construction to ensure that the Contractor complies with the requirements in the contract documents.



**Parametrix**

- Ensure accurate record drawings are produced at the end of construction by ensuring as-built drawings are maintained by the Contractor.

Sincerely,



Shannon Thompson  
Project Manager

Attachments: Scope of Work and Budget

## EXHIBIT A – SCOPE OF WORK

---

### City of Gig Harbor Wastewater Treatment Plant Upgrade Construction Services

#### BACKGROUND

In March 2008, Parametrix was selected as the Owner's Rep to provide Project Management and Construction Management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade and Gig Harbor WWTP Outfall Extension. The contract for construction of the WWTP Upgrade is to be awarded in the 4<sup>th</sup> quarter of 2008 and the contract for construction of the WWTP Outfall Extension is to be awarded in the first quarter of 2009. This scope of work describes the work to be performed by Parametrix to assist the City of Gig Harbor (City) during the construction phases of both projects. The estimated length of construction to final completion for the WWTP Upgrade is 580 days and the estimated length of construction to final completion for the WWTP Outfall Extension is 300 days from the Notice to Proceed (NTP). This Scope of work and budget assumes that the WWTP Outfall Extension and the WWTP Upgrade projects will run concurrently.

The overall goals of the project are:

- Represent the City as their Project Construction Manager.
- Complete the projects on time and budget.
- Assist the City with directing and monitoring the progress and quality of construction to ensure that the Contractor complies with the requirements in the contract documents.
- Ensure accurate record drawings are produced at the end of construction by ensuring as-built drawings are maintained by the Contractor.
- Assist plant staff in the start-up of the new facilities.
- Provide on-site coordination at construction meetings.
- Review pay requests and change orders.

#### PROJECT STAFFING

The following describes responsibilities of key individuals.

##### City of Gig Harbor

##### *Steve Misiurak – City Engineer*

- Review schedules.
- Process Parametrix reviewed and recommended Contractor pay requests and change orders.
- Coordinate the Department of Ecology (DOE) and Public Works trust fund loan documentation requirements.



- Review administrative submittals, including certified payroll for prevailing wage rates.

***Darrel Winans – WWTP Supervisor***

- Coordinate operation of plant.
- Review proposed plans for construction sequencing, temporary shutdowns, and other activities that affect plant operations.
- Review shop drawings related to process and treatment plant operations.
- Be on site during temporary shutdowns.
- Coordinate staff training schedules.

***City Building Officials***

- Agencies having jurisdiction completing inspections.
- Sign-off on all building permit requirements including electrical, plumbing, and mechanical.

**Parametrix Staff**

***Jim Dugan – Principal-in-Charge***

- Assist in resolution of unresolved issues should they occur during the course of construction.
- Oversee project management and make sure quality assurance measures are addressed.
- Attend public meetings as required by the City.
- Be responsible for Parametrix performance.

***John Burk, PE – Engineering Project Manager***

- Coordinate efforts between Parametrix and City.
- Be primary contact for City.
- Prepare monthly progress reports and invoices; track budget.

***Shannon Thompson – Construction Project Manager***

- Coordinate day-to-day construction with City staff, Design Team and Contractor.
- Prepare daily observation reports and construction photos.
- Be primary contact between the Contractor and the Design Team.
- Track and distribute submittals and RFI's.
- Review request for information (RFI) responses.
- Prepare monthly construction progress reports.
- Attend construction meetings on-site.
- Review Contractor schedule and pay request submittals.
- Coordinate review and processing of shop drawings by Design Team.
- Coordinate change orders, including evaluation and preparation.

- Coordinate review of laboratory and shop test reports for materials and equipment.
- Observe testing and checkout of completed facilities and recommend acceptance.
- Implement and maintain master document control system to track correspondence, shop drawing submittals, RFI's, laboratory and test reports, work directives, and change orders.
- Work with City and Design Team to determine substantial completion.
- Ensure preparation of punch lists.
- Coordinate record drawings and file archiving.
- Prepare a construction record report.

***Construction Observer – Out fall Project***

- Assist the Construction Managers with day-to-day construction management.
- Provide additional staffing with the start of the Outfall Construction Phase.
- Observe testing and daily construction activities.

***Assumption is the following work will be completed by others.***

- Perform services during bidding. (A/E)
- Develop work plan. (GC)
- Coordinate O&M manual preparation. (GC)
- Be primary contact for design-related issues. (A/E)
- Review submittals. (A/E)
- Provide engineering input on RFI's, field orders, and change orders. (A/E)
- Develop Engineer's O&M Manual. (A/E)
- Assist in start-up as required. (GC & AE)

**TASK 1 – PROJECT MANAGEMENT**

***Objective***

Execute the scope of work in an organized manner keeping the City informed of progress during the entire process.

***Approach***

We will closely monitor the project and keep the City informed of the project status at all times. Problems are to be identified quickly and corrective action pursued with minimal delay, if any, to the overall project. Part of the information to be developed is monthly progress reports and other correspondence, as appropriate. Following is a summary of activities included in project management:

- Ensure that Monthly Reports addressing progress of the work include, but are not limited to:

- A summary of work completed
- A summary of work to be completed in the next month
- A Financial Summary
  - Budget Updates
  - Change Order Status
- A summary of actual versus scheduled progress
- Safety Issues
- A narrative to define delays (if any), problems, needs for responsive action by Design Engineer, and other project needs
- Hold team meetings to coordinate schedule requirements and review technical problems and other matters of significance to the progress of the work.
- Coordinate project documentation, including the following:
  - Prepare necessary project correspondence, letters, memos, meeting minutes, etc., for support of the project work; maintain a central file for written materials.
  - Prepare and submit monthly progress billings to the City.

***Deliverables***

Monthly progress reports and invoices

**Public Meetings**

***Objective***

To assist City staff in keeping the Gig Harbor community informed about the project.

***Approach***

Parametrix will conduct public meetings as needed.

***Assumptions***

Parametrix Principal will attend two public meetings; meetings will be scheduled at the beginning and approximately at the halfway point of construction.

***Deliverables***

Material to present at the meetings as required; minutes from public meetings

**TASK 2 AND 3– CONSTRUCTION MANAGEMENT/CONTRACT ADMINISTRATION**

**Contractor Issues Resolution**

***Objective***

Resolve issues that develop during construction in a timely fashion.

***Approach***

Meeting minutes from the twice monthly meetings will be reviewed by the Construction Project Manager and he will coordinate resolution of issues. Issues related to design clarifications will be directed to the Design Team Manager.

***Assumptions***

None

***Deliverables***

Correspondence as required

**Construction Meetings**

***Objective***

Provide a forum for communication between Owner, Contractor and Engineer of Record during construction.

***Approach***

Weekly construction meetings will be led by Parametrix for Design Team, Contractor and Owner.

***Assumptions***

- Design Team will attend twice monthly or as needed during construction.
- Contractor and the Owners Construction Manager will meet weekly to track schedule and budget.

***Deliverables***

Meeting minutes

**Process Pay Requests**

***Goal***

Process Contractor pay requests efficiently and quickly.

***Approach***

Parametrix will review and recommend for payment: Monthly Contractor pay request then submit to the City for final approval.

***Assumptions***

None

***Deliverables***

Monthly pay request review and approval for further processing at the City level

***City Responsibilities***

Final Review and approval of Contractor pay requests

**Submittals and RFI Coordination**

***Goal***

Log, track, distribute and file RFI's and submittals.

***Approach***

Parametrix will be the point of contact for the Contractor and the Design Team for all submittals and RFI's; track and distribute all submittals and RFI's to the appropriate parties for review; and file and transmit reviewed submittals and RFI's to the Design Engineer, Contractor and City staff.

***Assumption***

A schedule of all expected submittals will be generated by the Design Engineers to assist project staff in tracking of submittals.

***Deliverables***

Submittal log, submittal file, RFI log, and RFI file

***City Responsibilities***

City will receive copies of all submittals for filing.

**Field Order / Field Directives (Work Change Directives) Preparation**

***Goal***

Prepare field orders and Field Directives and transmit to Contractor in efficient manner.

***Approach***

Field Orders/Field Directives will be used to document direction given to the Contractor in the field. A standard format will be used. Field orders will also be used to respond to the Contractor RFI's.

***Assumptions***

None

***Deliverables***

Parametrix will provide input as necessary for Field Orders.

***City and Design Team Responsibilities***

Field Orders and Field Directives will be reviewed by the Design Engineers and approved by the City.

**Change Order Preparation**

***Goal***

Coordinate changes in the contract and issue change orders to Contractor in efficient manner

***Approach***

Change orders will be issued using a standard format as contained in the Project Manual for agreed upon changes to the work. Minor changes will be issued as Field Directives (Work Change Directives) and accumulated to minimize the number of change orders that need to be processed.

***Assumptions***

None

***Deliverables***

Parametrix will produce change orders for approval by the City and Contractor. A change order log will be kept for tracking change orders.

***City Responsibilities***

Review and approve change orders as required. Force account procedures may be used if Owner elects.

**CONSTRUCTION OBSERVATION**

**Field Observation**

*Goal*

Observe key elements of construction to determine that the Contractor is in compliance with the Contract Documents.

*Approach*

This task will be a joint effort between City staff and Parametrix staff.

*Assumption*

Parametrix will be on site 5 days/week. The budget for this task is based on a 75-week construction period with a full-time Parametrix construction observer on-site approximately 8 hours per day throughout construction. No overtime work is budgeted.

*Deliverables*

Daily observation reports and photographs

*City Responsibilities*

Parametrix will take the lead on this effort and coordinate with City staff as necessary.

**Construction Meetings**

*Goal*

Coordinate and attend construction meetings with the Contractor, Design Team and City staff.

*Approach*

Parametrix will lead weekly construction meetings to coordinate construction tasks with the WWTP operation, discuss construction problems, and review the progress schedule.

*Assumptions*

Design Team will attend twice monthly or as needed during construction.

*Deliverables*

Construction meeting minutes

*City Responsibilities*

Attend each meeting and review meeting minutes

**Observe Performance and Material Tests**

***Goal***

Document the performance tests that will be used to determine the acceptance of the facilities for normal operation.

***Approach***

Parametrix staff will observe and document the testing of concrete, earthwork, asphalt CMV critical equipment, and processes.

***Assumptions***

- City of Gig Harbor will contract third party materials testing company for QA/QC.
- Parametrix will manage the inspections.

***Deliverables***

Conformance test results and documentation

***City Responsibilities***

Conformance test will be reviewed by the City

**Project Records**

***Goal***

Organize and archive project records to facilitate future retrieval

***Approach***

- Compile and maintain punch lists.
- Project files will be kept up to date during the project and be available as a PDF via an FTP site for project staff to view. At the end of the project, files will be purged of nonessential items.
- Complete project closeout documentation (substantial and final completion).

***Deliverables***

Files ready for archiving; compact disc of all electronic files produced



OWNERS PROJECT MANAGEMENT SERVICE FEE PROPOSAL: Gig Harbor WWTP Construction Phase

Division Manager Project Coordinator COA Observer Administrative Staff Project Manager Project Manager Totals

Company Staff  
 Parametrix Jim Dugan April Whitaker Parametrix Shannon Thompson Parametrix Suzan Munro Parametrix John Burk

Task	Duration	Hours per week	Total Hours	Parametrix	Administrative Staff	Project Manager	Project Manager	Totals	
<b>Task 1 Project Management</b>									
Note: This task is 12 month spread out over 3 years									
Duration in months (4.25 weeks per month)									
	12			\$179	\$69	\$110	\$129	\$50	\$159
Hours per week				0	1.5	0	0.5	0.4	6
Total hours				0	77	0	26	204	306
<b>SUBTOTAL PHASE 1</b>									
				\$0	\$5,279	\$0	\$1,275	\$32,436	\$38,990
							Salary Escalation 2009		1,463
							Salary Escalation 2010		723
							Phase I Total		42,817
<b>Task 2 Construction Management</b>									
Duration in months (4.25 weeks per month)									
	19			3	4	0	4	2	53
Hours per week				2.42	3.23	0	3.23	1.62	4,280
Total Hours				43,363	22,287	0	416,670	16,150	524,148
<b>Subtotal Labor</b>									
				\$0	\$22,287	\$0	\$16,150	\$25,679	\$19,147
							Salary Escalation 2009		16,552
							Salary Escalation 2010		6,345
							Phase II Total		566,192
<b>Task 3 Outfall Construction Management (2009)</b>									
Duration in months (4.25 weeks per month)									
	1.05			1	2	0	2	2	57
Hours per week				38	77	1,530	383	4,016	2,180
Total Hours				7,189	5,542	176,715	51,810	12,712	258,044
<b>Subtotal Labor</b>									
				\$0	\$5,542	\$176,715	\$4,016	\$12,712	\$258,044
							Phase III Total		267,076
<b>Task I &amp; II Expenses Total</b>									
							Total Labor		846,265
							Expense Allowance % of labor		29,619
							Project Total		875,884

Breakout of Estimated Mileage Expenses

Task	Number of trips	Miles round trip	Total Miles	Estimated Mileage Expense
Phase 1 Project Management	255	0.585	149.265	2,983.50
Phase 2 Construction Management	404	2.75	1,111.00	7,012.50
Phase 3 Outfall Construction Management	191	4.4	842.40	10,392.53
<b>Treatment Plant Total</b>				<b>20,388.53</b>
<b>Outfall Total</b>				<b>5,448.71</b>
<b>Project Total</b>				<b>25,837.24</b>

Division Manager  
 Principal-in-Charge  
 Construction Project Manager

Notes:  
 1. Annual salary adjustments of approximately 5%  
 2. Expenses are estimated at 3.5% of Labor but only actual expenses will be billed  
 3. Mileage expenses are included within the estimated Expense Budget  
 4. Office / supplies are supplied by others  
 5. Budget assumes that tasks 2 and 3 run concurrently

**AMENDMENT #2 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated March 12, 2007, subsequent AMENDMENT #1, dated August 13, 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 Wastewater Treat Plant Expansion and Improvement Project 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 **Table 1 and Table 2** to the Amendment in the amount of Fifty-Two Thousand One Hundred Fifty Dollars and No Cents (\$52,150.00). 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 October 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
David McBride, PE, 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 \_\_\_\_\_ )

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: \_\_\_\_\_



**ENGINEERING  
GROUP**

Civil, Environmental,  
and Recreational  
Consulting

August 14, 2008

Steve Misiurak, PE  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Request for Additional Administration Allowance for WWTP Phase I Improvements Design Consultant Services Contract #GIG019

Dear Mr. Misiurak:

With this letter, Cosmopolitan Engineering Group requests additional budget under Task 3 of the WWTP Phase I Improvements Design Services Contract between the City of Gig Harbor and Cosmopolitan Engineering Group (Amendment #1, dated August 28, 2007).

An administration allowance (under Task 3.1) was included in the Contract as a means for compensating for "on-call" type services provided to the City of Gig Harbor related to coordination, planning, permitting, and generally assisting with any requested and necessary activities for progress towards completion of the WWTP Phase I Improvements Design. In the past two months, it has come to my attention that the currently authorized 5 percent administration allowance was not sufficient to cover the multitude of unforeseen tasks Cosmopolitan Engineering Group performed. Most of these activities are related to City planning and permitting activities. Table 1 below lists permits coordinated by and/or prepared by Cosmopolitan Engineering Group and the requested additional budget not covered by the current allowance associated with each permit's preparation.

**Table 1  
WWTP Phase I Improvements Permit List Coordinated by and/or  
Prepared by Cosmopolitan Engineering Group**

Approval/Permit	Granting Agency	Application Date	Notes	Add'l Budget Request
Wetlands and Stream Analysis Report, Habitat Management Plan and Stream Buffer Mitigation Plan	Approval by COGH Planning Dept., Letters to Washington State Dept. of Fish and Wildlife, Nat'l Marine Fisheries Services, US Fish and Wildlife Service	March 19, 2008	Coordinated and directed Grette Associates in all aspects of the work. Incorporated buffer areas and mitigation requirements in Phase I Improvements Contract Documents.	\$1,200
Cultural Resources Report	Washington State Dept. of Archeological and Historical	February 13, 2008	Required for PWTF disbursements. Coordinated and directed Cultural Resource Consultants, Inc.	\$800

P.O. Box 1678  
Tacoma, WA  
98401-1678  
(253) 272-7220  
Fax: (253) 272-7250

**Table 1 (continued)**  
**WWTP Phase I Improvements Permit List Coordinated by and/or**  
**Prepared by Cosmopolitan Engineering Group**

Approval/Permit	Granting Agency	Application Date	Notes	Add'l Budget Request
Building Permit	City of Gig Harbor Building Dept.	June 6 – Preliminary	Prepared Draft Building Permit Application	\$4,000
Encroachment Permit (ROW Use Permit)	City of Gig Harbor Operations and Engineering Dept.	June 6, 2008	Prepared Permit Application	\$750
Design Review	City of Gig Harbor Hearings Examiner	March 28, 2008	Researched, coordinated, and prepared, Design Review Application Materials, Coordinated with Design Team and GH Planning Department in all aspects of Design Review Process, including preparation for and attendance of 3 Design Review Board Meetings and 1 Hearings Examiner Meeting. Outcome discussed in Decision of Hearings Examiner SPR 08-0003 and DRB 08-0021	\$12,000
Site Plan Review	City of Gig Harbor Hearings Examiner	March 28, 2008	Researched, coordinated, and prepared all Site Plan Review Application Materials. Coordinated with Design Team and Planning Department in all aspects of Site Plan Review Process, including preparation for and attendance of 2 Site Plan Review Meetings. Outcome discussed in Decision of Hearings Examiner SPR 08-0003 and DRB 08-0021 .	\$7,000
Minor Site Plan Review and Design Review	City of Gig Harbor Hearings Examiner	June 5, 2008	For New Electrical/Pump Building – Amends Above Decisions	\$0
Land Clearing and Grading Permit	City of Gig Harbor Community Development Dept. Engineering Division	June 6, 2008	Prepared Traffic Control Plan and Clearing and Grading Permit Application, including all backup materials.	\$3,500
Construction NPDES Permit	Washington State Dept. of Ecology	June 6, 2008 to City	Preparation of Permit Application	\$300
Drainage Permit Application	City of Gig Harbor Public Works Dept.	March 20, 2008 Preliminary Drainage Report Jun 6, 2008 Application	Prepared hydrologic and hydraulic analyses. Prepared Preliminary and Final Drainage Reports. Responded to City requests for information.	\$4,000
Demolition Permit	City of Gig Harbor Public Works Dept.	June 6 – Preliminary	Prepared permit application.	\$300
<b>SUBTOTAL</b>				<b>\$33,850</b>



Other unforeseen activities performed under the administration allowance are included in Table 2:

**Table 2**  
**Unforeseen Activities Performed by Cosmopolitan Engineering Group**  
**Under Administration Allowance**

Activity	Period	Notes	Add'l Budget Request
Assistance with GC/CM Application to Washington State CPARB	March 2008	Reviewed draft application by PMX, provided materials for application, attended CPARB meeting in SeaTac	\$800
Services of Ambia, Inc. for landscaping design to meet requirements of Design Review Board	March 2008- June 2008	Subconsultant Services Fees currently \$13,000. As originally planned, limited landscaping design was to be performed by CEG, and was not to include irrigation system design.	\$13,000
Coordination of add'l surveying to support Harborview Drive Right-of-Way Vacation	March 2008- Present	Includes correspondence with City and Prizm Surveying	\$700
Coordination with City on utility improvements outside of the WWTP property (water, gas, and fiber optics)	January 2008-Present	Sketches and drafting for water main improvements, application for PSE gas extension, gas load calculations, coordination with City Contractor (Advanced Industrial Automation) for fiber optic conduit and cable installation requirements.	\$1,200
Design of Vactor Truck Unloading Station	April 2008	Originally planned for Phase II, preliminary design was performed in Phase I to aid site planning.	\$1,200
Completion of Pump Station 2A and 3A Hydraulic Review for the Phase I WWTP Improvements	April 2008	Prepared a Technical Memorandum related to off-site collection system pump stations.	\$1,400
Assistance to Owner's Representative (Parametrix)	Ongoing	Project briefing meetings to bring PMX up to speed on project, assistance with Requests for Clarification, three meetings with PMX, Review of PMX produced cost estimates and other materials.	\$0
<b>SUBTOTAL</b>			<b>\$18,300</b>

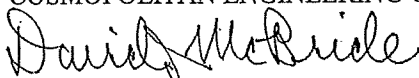
The additional budget request is for \$52,150 per Table 1 and 2 subtotals.

Subconsultant agreements between Ambia, Inc. and Cosmopolitan Engineering Group are enclosed for your reference.

As always, we are very eager to assist with any activities and needs that would be beneficial to the City. We have strived to do this within the original administrative allocation, but at this time must request a reauthorization. Please feel free to contact me at (253) 272-7220 if you have any further questions or comments.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.



David J. McBride, PE

DJM;jms





March 17, 2008

David McBride, PE  
 Cosmopolitan Engineering Group  
 711 Pacific Avenue  
 Tacoma, WA 98402

RE: Gig Harbor Wastewater Treatment Plant  
 Request for Landscape Architectural Services

Dear David:

Per your request, we are pleased to present this proposal for landscape architectural services for the Gig Harbor Wastewater Treatment Plant. These are the anticipated tasks comprising the scope of work:

**TASK 1**

Preliminary Design and Presentation Drawings to the City of Gig Harbor for the March 27<sup>th</sup> meeting. ~~application.~~

1. Preliminary Landscape Plan – (24"x36") colored for presenting to Design Review. Plan will include a planting list for the wetlands, native planting buffers, and native / domestic planting buffers.
2. Control Building <sup>and Front Yard</sup> Elevation with plantings – (24"x36") colored for presentation.
3. Two sections through the site – (24"x36") showing buffers and relationship between Harborview Drive and new design elements.
4. Meetings with Cosmopolitan to show mock up sketches for review and revision prior to meeting with City. (1 or 2 meetings).
5. Site Visit for Landscape Photos and site orientation.
6. Participate at presentation to City of Gig Harbor on April 10 @ 6:00 pm.

**TASK 2**

Construction Documents for Landscape Elements including:  
 Provide planting design plan for project areas affected by construction including: Control Building, storm pond, buffer areas, wetland buffer, and Harborview Drive buffer plantings including planting plan, specifications, details, notes, and cost estimate.

**TASK 3**

Provide Irrigation System design for domestic plantings.

All drawings will use Civil CADD site base, supplied by Cosmopolitan Engineering Group.

Fees	Initialed for agreement	Date
Task 1 \$4,000.00	<i>DM</i>	3/19/08
Task 2 \$2,000.00	<i>DM</i>	3/19/08
Task 3 \$2,000.00	<i>HJK DM</i>	3/23/08 ← <i>DM</i>
<u>\$8,000.00</u>		

The total probable construction cost for this phase of work is approximately \$ 40,000-\$60,000.

Fee Proposal  
Gig Harbor Wastewater Treatment Plant  
March 17, 2007  
Page 2

Extra Services for items not included in this contract will be provided at the hourly rate of \$135/hr.

As always, please do not hesitate to contact me if you require clarification on any of these services. If these additional services meet with your approval, please sign and return one copy of this letter for our files.

Sincerely,

Ambia



Duane Edwards  
Landscape Architect  
AMBIA

Attachment: Ambia Standard Terms and Conditions with Owner (two pages)

AGREED AND ACCEPTED:

 3/19/08  
David McBride Date  
Cosmopolitan Engineering Group



June 5, 2008

David McBride, PE  
Cosmopolitan Engineering Group  
711 Pacific Avenue  
Tacoma, WA 98402

RE: Gig Harbor Wastewater Treatment Plant  
Landscape Architectural Services - Additional Scope, Services & Fees

Dear David:

Per your request, I have submit this fee proposal for the additional services you have requested.

**Scope**

**A. Add Ornamental Fences and Gates to scope of work:**

Provide dimensioning on plan, specifications, details, notes, and cost estimate for approximately 200 lineal feet of decorative fencing, swing maintenance gate, cantilevered and automatic gate system including coordination with electrical engineer and other disciplines.

The ornamental fencing and gates need three spec sections and a separate detail sheet due to the fact it has both swing and cantilevered gates.

**B. Revisions to the drawings for the New Electrical Pump Building:**

Revise landscape plan, irrigation plan and building elevations of two of the three colored plans for the Design Review Board Meeting.

All drawings will use Civil CADD site base, supplied by Cosmopolitan Engineering Group.

The proposed fee for the additional work is \$5,000.00 total.

Extra Services for items not included in this contract will be provided at the hourly rate of \$125/hr.

As always, please do not hesitate to contact me if you require clarification on any of these services. If these additional services meet with your approval, please sign and return one copy of this letter for our files.

Sincerely,

Ambia

*Duane Edwards*  
Duane Edwards  
Landscape Architect  
AMBIA

AGREED AND ACCEPTED:

*[Signature]* (FOR) 6/9/08  
Date  
David McBride  
Cosmopolitan Engineering Group

Attachment: Ambia Standard Terms and Conditions with Owner (two pages)



**AMENDMENT #3 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS THIRD AMENDMENT is made to the AGREEMENT, dated March 12, 2007, subsequent AMENDMENT #2, dated September 22, 2008, subsequent AMENDMENT #1, dated August 13, 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 Wastewater Treat Plant Expansion and Improvement Project 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 Fee Schedule** to the Amendment in the amount of Seven Hundred Twelve Thousand Five Hundred Twenty-Seven Dollars and no cents (\$712,527.00). 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 October 31, 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
David McBride, PE, 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 \_\_\_\_\_ )

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  
WWTP PHASE I IMPROVEMENTS**

**EXHIBIT A – CONSULTANT SERVICES CONTRACT  
AMENDMENT NO. 3 SCOPE OF WORK**

**TASKS 4 - 7: ENGINEERING SERVICES DURING BIDDING,  
CONSTRUCTION, AND ONE-YEAR WARRANTY PERIOD**

**Objective**

The City of Gig Harbor WWTP Phase I Improvements Project is the first of two phases of an upgrade and expansion project of the City's wastewater treatment plant. The improvements are required to meet treatment capacity needs within a 20-year planning horizon, to replace aging equipment and facilities, and to modernize staff facilities and control systems. The Phase I Improvements will increase plant capacity to the NPDES (WA002395-7) permitted maximum monthly average flow capacity (1.6 mgd) and 3,680 lbs/day BOD and 3,680 lbs/day TSS loading capacities. Phase II will increase plant capacity to 2.4 mgd maximum monthly average flow.

This amendment to the Professional Services Agreement between the City of Gig Harbor and Cosmopolitan Engineering Group continues engineering services through bidding, construction, and within the two-year warranty period of the maintenance bond, following final completion of the Phase I Improvements. The Phase I Improvements Project design is projected to be complete and in the 3<sup>rd</sup> quarter of 2008. All known permit applications required for construction of the Phase I Improvements have been submitted and are awaiting approval. Following state and local permit approvals, the Phase I Improvements Project will be publicly bid.

The services outlined in this scope of work were developed concurrently with the Owner's Representative (Parametrix) Scope of Work for Construction Project Management of the Phase I Improvements Construction Contract.



## TASK 4 - ENGINEERING PROJECT ADMINISTRATION

### Task 4.1 – Design Team Project Administration

**Objectives:** This subtask provides for Engineering (Design Team) project administration and coordination throughout bidding, construction and 24 month warranty periods of the WWTP Phase I Improvements. Activities include:

- Maintaining engineering project files
- Project correspondence
- Managing subcontracts and subconsultant team coordination
- Engineering services project tracking and invoicing
- Attendance of twice monthly construction meetings by Design Team Administrator (36 each)
- Construction issues resolution support
- Permitting support
- Technical Quality Assurance (QA) reviews

**Assumptions:**

- Point of contact of Contractor will be Owner's Construction Project Manager (Parametrix) and not Engineering Design Team members.
- Owner's Construction Project Manager will coordinate and prepare construction meeting agenda and meeting minutes, provide periodic and monthly status reports to City, review and prepare Contractor pay requests, track construction budgets and schedule, coordinate and prepare change orders, track and disseminate submittals for Design Team review, provide duties of Resident Project Representative (RPR) as defined by Project Specifications, provide all Contractor notices following the Notice to Proceed, schedule periodic design team inspections, and provide project completion monitoring (formal punch lists, closeout submittals).

### Task 4.2 – Administration Allowance

**Objectives:** The purpose of this subtask is to provide a time and materials administration allowance; consisting of 2.5% of the Engineering Services Tasks 5-7 amendment total fee. Activities performed under this allowance will be separately tracked. Invoice progress reports will contain activities, hours, and expenses performed under the administration allowance. This allowance is necessary for unidentified supporting activities over the three and one-half year duration of the Tasks 5-7 scope of activities.

**Assumptions:**

- Should the 2.5% administration allowance be approached during the Amendment No. 3 Consultant Services Contract term, a request will be made for renewal of the budget to cover continued unforeseen activities and project administration.

### **Task 4.3 – On-Call Surveying and ROW Vacation**

**Objectives:** This subtask includes a time and material allowance to the surveyor of record (Prizm Surveying, Inc.) for project needs that may occur over the duration of construction. This may include boundary adjustments, assistance with easements, permitting support, and other surveying work. This task also includes preparation of a legal description and exhibit of that part of Harborview Drive right-of-way to be vacated to the WWTP.

**Assumptions:**

- The City and Engineering Project Administrator will agree on task orders for survey prior to authorization, including budget amount.

## **TASK 5 - ENGINEERING SERVICES DURING BIDDING**

### **Task 5.1 – Pre-Bid Conference**

**Objectives:** Preparation for, agenda, and attendance of pre-bid conference by Design Team members representing process design, electrical, civil, and geotechnical.

**Deliverables:**

- Agenda for pre-bid conference.
- Dissemination of conference attendees sign-in sheet to planholders.
- Inclusion of responses to questions received at pre-bid conference in Contract Addenda.

### **Task 5.2 – Requests for Information During Bidding Period/Contract Addenda**

**Objectives:** The Engineering Design Team will respond to Requests for Information (RFIs) during bidding period through Contract Addenda. This subtask provides an allowance for addenda research, preparation, CADD drafting, specification modification, drawing modification, and addenda reproduction and dissemination to all planholders.

**Deliverables:**

- Contract Addenda delivered to all planholders via fax, email (pdf) and/or hard copy (1/2 size plans).
- RFI tracking log, including dates for questions received, assignment of response, and response receipt.

**Assumptions:**

- Any unused budget under Subtask 5.2 will not be billed to the City following bid opening date and Subtask will be closed to further charges by all design team members.

**Task 5.3 – Bid Evaluation and Recommendation**

**Objectives:** Attend bid opening, receive bids, review bids for completeness, informalities and irregularities, review Contractor references, prepare certified bid tabulation, and provide bid recommendation to the City.

**Deliverables:**

- Recommendation for Award letter, including discussion of any bid informalities and irregularities and a report on Contractor references.
- Certified bid tabulation with Engineer's seal.

**Task 5.4 – Provide Contract Documents**

**Objectives:** Coordination of contract document preparation, preparation of master originals with instructions for reproduction of Project Manual, preparation of compact discs containing full Project Manual, and quality assurance reviews of bidding documents.

**Deliverables:**

- One original ½ size Bidding Documents (3 volumes of Project Manual) for City reproduction. The City will produce ten (10) copies for distribution among the Design Team.
- An electronic version of the Bidding Documents will be created on a labeled CD for Contractor purchase in lieu of hard copy set for a reduced fee. An allowance for 38 CDs is provided. Contractor charges for bidding document purchase will compensate the City for costs of CD production.

**Assumptions:**

- The City will reproduce and sell bidding documents. No bidding documents will be sold by the Engineering Project Administrator.
- No conformed Bidding Documents (3 volumes of Project Manual) will be produced. The City will be responsible for producing conformed Contract Documents, if necessary. Cosmopolitan Engineering will provide the City with original camera ready versions of all Addenda following bid opening.

- The City is responsible for production of 5 full size Drawings for Contractor, City and RPR use.

### **Task 5.5 – Surveying (Clearing/Buffer Limits)**

**Objectives:** This subtask provides for staking of clearing and grading limits by project surveyor (Prizm Surveying, Inc.) and staking of wetland and stream buffer protection areas by project biologist (Grette Associates). Staking will be performed prior to project bidding to provide prospective bidders a reference of available work area.

**Deliverables:**

- Field notes will be made available by project surveyor to Contractor.
- 3-D Cadd model will be provided to Contractor by Design Team for use in Contractor's Work.
- Prizm Surveying Topographic "point file" will be provided to Contractor for use in Contractor's Work.

**Assumptions:**

- The clearing and grading limits survey will precede the wetland and stream buffer protection area survey.

## **TASK 6 - ENGINEERING SERVICES DURING CONSTRUCTION**

### **Task 6.1 – Provide Survey Reference Points for Contractor**

**Objectives:** Surveyor will provide up to four (4) reference coordinates (horizontal and vertical control) benchmarks at locations designated by the Contractor on the treatment plant site.

**Assumptions:**

- The points will be located by the surveyor one time only, in areas which are not anticipated to be disturbed by construction.
- The Contractor is responsible for providing all other necessary construction surveys.

### **Task 6.2 – Administrative and Technical Submittal Reviews**

**Objectives:** The Engineering Design Team will review all submittals to maintain design responsibility and assure conformance with design intent, the requirements of the Project Manual, and recognized best engineering and construction practices. The Owner's Construction

Project Manager will receive all copies of required Contractor Submittals, maintain a submittal log (posted to the construction ftp site), and disseminate all submittals to Cosmopolitan Engineering and coordinate and send required copies for Design Team member(s) review. The Design Team will return one copy of reviewed submittals (or submittal review comments) to the Construction Project Manager, who will then fill out Transmittal Tracking Form and return reviewed submittals the Contractor. Preliminary and final vendor and Contractor operation and maintenance manual review by the Design Team is included under this subtask.

**Assumptions:**

- No more than 2 resubmittals will be reviewed by Design Team and marked as “revise and resubmit”. In accordance with the specifications, further resubmittals will be at Contractor’s expense.
- The Construction Project Manager will be responsible for submittal tracking, including making any special requests for expediting submittal review from Design Team members and responses from Contractor.
- Cosmopolitan Engineering will receive copies of all initial and reviewed submittals, and be provided an opportunity to comment on submittal review responses received from Design Team prior to return to Contractor.
- The Owner is responsible for maintaining a library of preliminary operation and maintenance manuals at a single location at the WWTP site for use during startup and testing.

**Task 6.3 – Provide Design Engineer Periodic Inspections**

**Objectives:** This subtask provides an allowance for Engineering Design Team recommended periodic inspections over the course of construction (from Notice to Proceed until Substantial Completion).

This subtask includes geotechnical evaluations and limited geotechnical materials properties testing during construction as described in the Project Geotechnical Report (HWA, May 2008).

**Assumptions:**

- The Engineering Design Team will be appraised of project status and milestones through weekly and monthly reports prepared by the Owner’s Construction Project Manager and through daily observation reports and photos placed on the Owner’s Construction Project Manager’s ftp site. Reports and photos will be placed on the ftp site no later than 7 days following date of observation and maintained throughout construction and warranty periods.
- Each design discipline will perform the number of site visits scheduled in development on their work plans for this subtask, or not charge site visit fees and expenses. The following summarizes number of planned visits:
  - Cosmopolitan Engineering Group – 12 person visits

- H.R. Esvelt Engineering – 18 person visits
- Structural Research Company – 6 person visits
- Richard Sample Engineering – 3 person visits RSE, 2 person visits AIA
- HV Engineering – 1 person visit
- HWA Geosciences – 10 person visits
- Ambia, Inc. – 5 person visits
- SCADA integration and inspection services will be separately contracted by the City to Advanced Industrial Automation, which includes workstation and software provision, control drawings, PLC programming, HMI programming, submittals, data acquisition, startup, and commissioning of SCADA, HMI, and control systems; including debugging, and construction support.

***Deliverables:***

- Completed design engineer periodic inspection observation reports delivered to Owner's Construction Project Manager within 7 days following site visit.

**Task 6.4 – Provide Design Interpretation**

***Objectives:*** This subtask provides an allowance for Engineering Design Team response to Contractor Requests for Information (RFIs) and City, Construction Project Manager, and Engineering Project Administrator Requests for Clarification (RFCs). RFIs and RFCs will occur throughout the construction duration.

***Assumptions:***

- The Engineering Design Team will be assigned RFIs and RFCs for response by the Owner's Construction Project Manager and Engineering Project Administrator. RFCs will be delivered and tracked by the Owner's Construction Project Manager.
- No RFIs will be finalized for action without Engineering Project Administrator (CEG) approval.

***Deliverables:***

- Completed RFIs and RFC forms with supporting information attached.
- Sketches, notes, design calculations, Cadd drawings and files, and other instruments as required to clarify design intent.

### **Task 6.5 – Change Order Preparation and Support**

**Objectives:** This subtask provides an allowance for Engineering Design Team support in preparation of materials for, review of, and coordination and approval of change modifications. Change modifications may be initiated as Engineer Change Order Proposals, Contractor Change Order Proposals, and Force Account Summaries. Minor changes will be issued as Work Change Directives and accumulated to minimize the number of change orders.

**Assumptions:**

- The Owner's Construction Project Manager will prepare formal change orders in accordance with the Contract Specifications. Formal change orders will consist of accumulated, approved work change directives.
- Owner's Construction Project Manager will maintain Change Order Summary logs, seek all required signatures, and perform final negotiation of quantities and amounts with Contractor.
- No Work Change Directives will be finalized without Engineering Project Administrator (CEG) approval.

**Deliverables:**

- Completed Engineer's Change Order Proposals with supporting information attached, which may include sketches, notes, design calculations, Cadd drawings and files, and other instruments as applicable.
- Concurrency reviews of Contractor's Change Order Proposals, including representativeness of quantities and amounts.

### **Task 6.6 – Punch List and Completion Monitoring**

**Objectives:** Each design discipline will complete a punch list after substantial completion. The Engineering Project Administrator will assist Owner's Construction and Project Manager in completion monitoring, including compilation of punch list items and progress tracking.

**Assumptions:**

- The Owner's Construction Project Manager will request design discipline punch lists at appropriate time following substantial completion.
- Follow up site visits for completion monitoring will be individually scheduled with each design firm on an as-needed basis.

**Deliverables:**

- Individual design discipline punch lists.

- Certificates of Substantial and Final Completion and Declaration of Construction Completion per Chapter 173-240-090 WAC.

### **Task 6.7 – Engineer’s Operation and Maintenance Manual**

**Objectives:** Complete an Engineer’s Operation and Maintenance Manual complying with Chapter 173-240-080 WAC for Owner and Ecology review and approval.

In accordance with WAC 173-240-080, the Engineer’s Operation and Maintenance Manual will provide a discussion of staffing and testing requirements, technical guidance and regulatory requirements to the plant operators. The Engineer’s O&M Manual will contain:

- (1) Discussion of managerial and operational responsibilities, including plant classification and classification of required operators.
- (2) A description of plant type, flow pattern, operation, and efficiency expected and the principal design criteria under normal, maintenance, less than design, and emergency conditions.
- (3) A process description of each plant unit, including function, relationship to other plant units, and schematic diagrams.
- (4) A discussion of the detailed operation of each unit and description of various controls, recommended settings, fail-safe features, etc. Manufacturer’s O&M Manuals will be referenced as applicable.
- (5) A section on laboratory procedures, including sampling techniques, monitoring requirements, and sample analysis.
- (6) Recordkeeping procedures and sample forms to be used.
- (7) A maintenance schedule that incorporates manufacturer's recommendations, preventative maintenance and housekeeping schedules, and special tools and equipment usage. Manufacturer’s O&M Manuals will be referenced as applicable
- (8) A section on safety.
- (9) A section that lists the spare parts inventory/recommended spare parts.
- (10) Emergency plans and procedures.

The O&M Manual will also feature the following:

- Discussion of control panels, HMI screens, and SCADA control system features and functions.
- Schematic diagrams based on Contract Process and Instrumentation (P&ID) diagrams.



**Assumptions:**

- With Department of Ecology permission, Engineer's Operation and Maintenance Manual will be prepared following substantial completion to best reflect as-built conditions. In the interim, manufacturer's information on equipment will be available to the plant operator before and after unit start up. Two copies of the Engineer's O&M Manual must be submitted to Ecology for approval.
- Up to three, full day site visits by O&M Manual author(s) will be scheduled to verify equipment operation, test alternative operating modes, note as-built piping and instrument panel conditions, take photos, and complete other on-site work preceding O&M Manual preparation.
- Address of local suppliers, equipment warranties, and appropriate equipment catalogues will be incorporated by reference from the Contractor's O&M Manual. For detailed description of individual equipment items, Manufacturer's O&M Manuals will be referenced as appropriate.

**Deliverables:**

- Preparation and reproduction of Engineer's Operation and Maintenance Manual. Four draft and final copies will be delivered to Owner (8 copies total) and two draft and final copies to Design Team (4 copies total).
- The Engineer's Operation and Maintenance Manual will be available in hard copy and electronic formats. All figures will be 11x17 or smaller. The electronic format will be Adobe pdf, searchable by Table of Contents.

## **TASK 7 - ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD**

### **Task 7.1 – Startup and Training Assistance**

**Objectives:**

- Provide startup assistance as needed.
- Provide two, 4-hour training sessions on use of Engineer's Operation and Maintenance Manual.
- Attend key equipment startup and testing and provide allowance for technical support and training during startup and commissioning.

**Assumptions:**

- Treatment plant supervisor will make requests for Design Team startup assistance to the Engineering Project Administrator (CEG).

**Task 7.2 – Record Drawings Review and Comment**

**Objectives:** Review and provide hand written comments on Contractor's record documents.

**Assumptions:**

- Contractor and Owner's Construction Project Manager will maintain a master mark-up set of full size Contract Drawings. All Contract Drawings will be marked by the Contractor with respect to changes and as-built conditions on an ongoing basis during construction. The Contractor will pay particular attention to underground utilities and structures.
- The Contractor will complete Cadd drawings in Autocadd 2008 or earlier version for underground piping and utilities.
- Electrical subcontractor will maintain a master mark-up set of full size Contract electrical Drawings.
- Engineering Design Team will not update Contract Documents in Cadd.
- City will create CD scans of record drawings in Adobe pdf or TIFF formats, and distribute to Design Team.

**Deliverables:**

- One original copy of full size Contract Record Drawings on bond paper with Design Team review and markups delivered to Owner. Engineer of Record will maintain one full size copy of original.

**Task 7.3 – Warranty Period Assistance and 23<sup>rd</sup> Month Review**

**Objectives:** An allowance for a two-year duration for:

- Providing ongoing operations and commissioning review as requested by the City during two-year warranty period.
- Assisting in addressing technical and operational issues during two-year warranty period.
- Preparing a 23-month review checklist of warranty items to be addressed by the Contractor prior to release of performance and maintenance bonds. H.R. Esvelt Engineering and CEG will attend the 23<sup>rd</sup> month walkthrough with City and Contractor.

**Assumptions:**

- Treatment plant supervisor will make requests for technical and operations review assistance to the Engineering Project Administrator (CEG). Time for addressing an issue will be separately tracked and noted.
- The budget allowance under Subtask 7.3 will be adjusted as required by addendum if allowance becomes low. Likewise, unused budget will be returned to the City and the subtask closed at the end of the two-year warranty period.

**Schedule**

Bidding period is assumed to be 5 weeks, to begin in the 3<sup>rd</sup> quarter of 2008. Construction (Notice to Proceed to Final Completion) will be 540 calendar days. Warranty Period for Performance and Payment Bonds are 12-months from date of Final Completion. Maintenance Bond Period is 24 months from Final Completion.

**Engineering Services Fee Summary – Exhibit B**

Exhibit C contains a summary of engineering services fees broken down by firm. The attached *Supporting Scope, Cost and Rate Schedule Information* contains further breakdown of labor and expenses.

EXHIBIT B  
 AMENDMENT NO. 3 TO MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR  
 AND COSMOPOLITAN ENGINEERING GROUP

TASK	Engineering Project Administration	Cosmopolitan Engr. Group	H.R. Esvelt Engineering	Structural Research Co.	Richard Sample Engr.	HV Engineering	HWA Geosciences	Ambia Inc.	Grette Associates	Prizm Surveying	Sub-Mark Up 10%	TOTAL
TASK 4	ENGINEERING PROJECT ADMINISTRATION											
4.1	Design Team Project Administration	\$ 135,590.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 135,590.78
4.2	Administration Allowance (2.5%, See Note 1)	\$ 16,868.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 16,868.63
4.3	On-Call Surveying and ROW Vacation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700.00	\$ 370.00	\$ 4,070.00
	<b>TOTAL TASK 4</b>	<b>\$ 152,459.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,700.00</b>	<b>\$ 370.00</b>	<b>\$ 156,529.42</b>
TASK 5	ENGINEERING SERVICES DURING BIDDING											
5.1	Pre-Bid Conference	\$ 1,334.78	\$ 1,565.00	\$ -	\$ 1,460.00	\$ -	\$ 1,470.00	\$ -	\$ -	\$ -	\$ 451.50	\$ 6,301.28
5.2	Addenda	\$ 10,527.86	\$ 14,780.00	\$ 5,440.00	\$ 9,750.00	\$ 2,280.00	\$ 2,100.00	\$ 480.00	\$ -	\$ -	\$ 3,463.00	\$ 48,940.86
5.3	Bid Evaluation and Recommendation	\$ 2,684.39	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 120.00	\$ -	\$ -	\$ 272.00	\$ 5,676.39
5.4	Provide Contract Documents	\$ 4,303.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 4,303.12
5.5	Surveying (Clearing/Buffer Limits) Cosmo Expenses under Task 5	\$ 1,077.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077.37	\$ 2,420.00	\$ 349.74	\$ 4,924.51
	<b>TOTAL TASK 5</b>	<b>\$ 23,467.46</b>	<b>\$ 17,565.00</b>	<b>\$ 5,440.00</b>	<b>\$ 11,210.00</b>	<b>\$ 2,280.00</b>	<b>\$ 4,970.00</b>	<b>\$ 600.00</b>	<b>\$ 1,077.37</b>	<b>\$ 2,420.00</b>	<b>\$ 4,556.24</b>	<b>\$ 73,586.07</b>
TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION											
6.1	Provide Survey Reference Points for Contractor	\$ 1,408.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242.00	\$ 4,070.40
6.2	Administrative and Technical Submittals Reviews	\$ 20,463.79	\$ 17,100.00	\$ 37,600.00	\$ 19,860.00	\$ 3,370.00	\$ 2,964.00	\$ 960.00	\$ -	\$ -	\$ 8,187.40	\$ 110,525.19
6.3	Provide Design Engineer Periodic Inspections	\$ 11,149.12	\$ 22,460.00	\$ 14,560.00	\$ 10,420.00	\$ 1,983.16	\$ 14,194.00	\$ 2,414.00	\$ -	\$ -	\$ 6,603.12	\$ 83,783.40
6.4	Provide Design Interpretation	\$ 12,968.18	\$ 15,020.00	\$ 13,280.00	\$ 27,020.00	\$ 2,560.00	\$ 1,400.00	\$ 1,200.00	\$ -	\$ -	\$ 6,048.00	\$ 79,494.18
6.5	Change Order Preparation and Support	\$ 11,041.66	\$ 4,500.00	\$ -	\$ 14,360.00	\$ 2,035.00	\$ 1,914.00	\$ 720.00	\$ -	\$ -	\$ 2,352.90	\$ 36,923.56
6.6	Punch List and Completion Monitoring	\$ 5,334.92	\$ 5,500.00	\$ 7,080.00	\$ 9,250.00	\$ 1,983.16	\$ -	\$ 770.80	\$ -	\$ -	\$ 2,458.40	\$ 32,377.28
6.7	Engineer's Operation and Maintenance Manual Cosmo Expenses under Task 6 Cosmo Labor Inflation under Task 6	\$ 34,190.22	\$ 15,705.00	\$ -	\$ 3,820.00	\$ -	\$ -	\$ 480.00	\$ -	\$ -	\$ 2,000.50	\$ 56,195.72
		\$ 4,319.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,319.75
		\$ 4,103.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,103.56
	<b>TOTAL TASK 6</b>	<b>\$ 104,977.59</b>	<b>\$ 80,285.00</b>	<b>\$ 72,520.00</b>	<b>\$ 84,750.00</b>	<b>\$ 11,931.32</b>	<b>\$ 20,472.00</b>	<b>\$ 6,544.80</b>	<b>\$ -</b>	<b>\$ 2,420.00</b>	<b>\$ 27,892.31</b>	<b>\$ 411,793.02</b>
TASK 7	ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD											
7.1	Startup and Training Assistance	\$ 1,470.48	\$ 8,180.00	\$ -	\$ 2,560.00	\$ 1,983.16	\$ -	\$ -	\$ -	\$ -	\$ 1,272.32	\$ 15,465.96
7.2	Record Drawings Review and Comment	\$ 7,430.70	\$ 11,840.00	\$ 4,480.00	\$ 8,180.00	\$ 1,330.00	\$ -	\$ 120.00	\$ -	\$ -	\$ 2,595.00	\$ 35,975.70
7.3	Warranty Period Assistance and 23rd Month Review Cosmo Expenses under Task 7 Cosmo Labor Inflation under Task 7	\$ 5,510.76	\$ 4,830.00	\$ -	\$ -	\$ -	\$ -	\$ 581.60	\$ 5,544.08	\$ -	\$ 1,095.57	\$ 17,562.01
		\$ 173.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173.39
		\$ 1,441.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,441.19
	<b>TOTAL TASK 7</b>	<b>\$ 16,026.53</b>	<b>\$ 24,850.00</b>	<b>\$ 4,480.00</b>	<b>\$ 10,740.00</b>	<b>\$ 3,313.16</b>	<b>\$ -</b>	<b>\$ 701.60</b>	<b>\$ 5,544.08</b>	<b>\$ -</b>	<b>\$ 4,962.88</b>	<b>\$ 70,618.25</b>
	<b>TOTAL AMENDMENT</b>	<b>\$ 296,931</b>	<b>\$ 122,700</b>	<b>\$ 82,440</b>	<b>\$ 106,700</b>	<b>\$ 17,524</b>	<b>\$ 25,442</b>	<b>\$ 7,846</b>	<b>\$ 6,621</b>	<b>\$ 8,540</b>	<b>\$ 37,781</b>	<b>\$ 712,527</b>

Notes:

- 1 - Task 4.2 Cosmopolitan Engineering Group 2.5% Administration Allowance of Total Fees
- 2 - Inflation for Subconsultants included in Task Budgets Inflation for CEG Computed Separately from Task Budgets

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 3

Personnel/ Billing Rate/Hour	COSMOPOLITAN ENGINEERING GROUP				H.R. ESVELT ENGINEERING				STRUCTURAL RESEARCH COMPANY				RICHARD SAMPLE ENGINEERING			
	LABOR		EXPENSE		LABOR		EXPENSE		LABOR		EXPENSE		LABOR		EXPENSE	
	Total Labor Hours	Total Labor Cost	Total Expenses	TOTALS w/Inflation	Total Labor Hours	Total Labor Cost	Total Expenses	TOTALS	Total Labor Hours	Total Labor Cost	Total Expenses	TOTALS	Total Labor Hours	Total Labor Cost	Total Expenses	TOTALS
<b>TASK 4 ENGINEERING PROJECT ADMINISTRATION</b>																
4.1 Design Team Project Administration																
4.2 Administration Allowance (2.5%, See Note 1)			\$ 16,869													
4.3 On-Call Surveying and ROW Vacation	938	\$ 129,183.88														
<b>TASK 4 SUBTOTALS</b>	938	\$ 134,351.24	\$ 47.67	\$ 152,459												
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>																
5.1 Pre-Bid Conference	10	\$ 1,334.78	\$ 85.00	\$ 1,565												\$ 1,460
5.2 Requests for Information During Bidding																
5.3 Period/Contract Addenda	84	\$ 10,527.86	\$ 80.00	\$ 14,780												\$ 9,750
5.4 Bid Evaluation and Recommendation	20	\$ 2,664.39		\$ 1,200												\$ 0
5.5 Provide Contract Documents	40	\$ 4,303.12		\$ 0												\$ 0
5.5 Surveying (Cleaning/Buffer Limits)	8	\$ 1,077.40		\$ 0												\$ 0
<b>TASK 5 SUBTOTALS</b>	162	\$ 19,927.55	\$ 3,539.91	\$ 23,467	158	\$ 17,400.00	\$ 165.00	\$ 17,565	40	\$ 5,440.00	\$ -	\$ 5,440	98	\$ 11,210.00	\$ -	\$ 11,210
<b>TASK 6 CONSTRUCTION</b>																
6.1 Provide Survey Reference Points for Contractor	10	\$ 1,408.40	\$ 300.00	\$ 1,700												\$ 0
6.2 Administrative and Technical Submittals Reviews	159	\$ 20,463.79	\$ 1,460.00	\$ 22,460												\$ 37,600
6.3 Provide Design Engineer Periodic Inspections	80	\$ 11,148.32	\$ 20.00	\$ 15,020												\$ 14,500
6.4 Provide Design Interpretation	104	\$ 12,966.78	\$ 280.00	\$ 5,500												\$ 32,020
6.5 Change Order Preparation and Support	84	\$ 11,041.66	\$ 265.00	\$ 15,705												\$ 14,360
6.6 Punch List and Completion Monitoring	40	\$ 5,354.92	\$ 2,325.00	\$ 3,400												\$ 9,250
6.7 Engineer's Operation and Maintenance Manual	394	\$ 34,190.22	\$ 340.00	\$ 15,700												\$ 3,820
<b>TASK 6 SUBTOTALS</b>	811	\$ 100,657.85	\$ 4,319.75	\$ 104,978	586	\$ 77,960.00	\$ 2,325.00	\$ 80,285	524	\$ 69,120.00	\$ 3,400.00	\$ 72,520	659	\$ 81,970.00	\$ 2,780.00	\$ 84,750
<b>TASK 7 WARRANTY PERIOD</b>																
7.1 Startup and Training Assistance	10	\$ 1,470.48	\$ 500.00	\$ 8,160												\$ 2,560
7.2 Record Drawings Review and Comment	60	\$ 7,480.70	\$ 240.00	\$ 11,840												\$ 6,160
7.3 Warranty Period Assistance and 23rd Month Review	38	\$ 5,510.76	\$ 340.00	\$ 4,850												\$ 0
<b>TASK 7 SUBTOTALS</b>	108	\$ 14,461.94	\$ 1,080.00	\$ 24,850	202	\$ 23,770.00	\$ 1,080.00	\$ 24,850	32	\$ 4,480.00	\$ -	\$ 4,480	84	\$ 10,740.00	\$ -	\$ 10,740
<b>TOTAL BUDGET</b>	2019	\$ 270,789.77	\$ 9,272.60	\$ 296,931	946	\$ 119,190.00	\$ 3,570.00	\$ 122,760	596	\$ 79,040.00	\$ 3,400.00	\$ 82,440	841	\$ 103,920.00	\$ 2,780.00	\$ 106,700

Notes:

- 1 - Task 4.2 Cosmopolitan Engineering Group
- 2.5% Administration Allowance of Total Fees

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 3

Personnel: Billing Rate/Hour:	HV ENGINEERING			HWA GEOSCIENCES			AMBIA, INC			GRETTIE ASSOCIATES			TOTALS
	LABOR Total Labor Hours	EXPENSE Total Expenses	TOTALS	LABOR Total Labor Hours	EXPENSE Total Expenses	TOTALS	LABOR Total Labor Hours	EXPENSE Total Expenses	TOTALS	LABOR Total Labor Hours	EXPENSE Total Expenses	TOTALS	
TASK 4 ENGINEERING PROJECT ADMINISTRATION													
4.1 Design Team Project Administration													
4.2 Administration Allowance (2.5%, See Note 1)													
4.3 On-Call Surveying and ROW Vacation													
TASK 4 SUBTOTALS													
Inflation Adjustment													
TASK 5 ENGINEERING SERVICES DURING BIDDING													
5.1 Pre-Bid Conference													
5.2 Requests for Information During Bidding Period/Contract Addenda	16	\$2,280.00	\$0	8	\$1,400.00	\$70.00	\$1,470					\$0	
5.3 Bid Evaluation and Recommendation			\$2,280	12	\$2,100.00		\$2,100	4	\$480.00			\$480	\$0
5.4 Provide Contract Documents			\$0	8	\$1,400.00		\$1,400	1	\$120.00			\$120	\$0
5.5 Surveying (Clearing/Buffer Limits)			\$0				\$0					\$0	\$0
TASK 5 SUBTOTALS	16	\$2,280.00	\$2,280	28	\$4,900.00	\$70.00	\$4,970	5	\$600.00	\$0.00	\$0.00	\$600	\$1,077
Inflation Adjustment													
TASK 6 CONSTRUCTION													
6.1 Provide Survey Reference Points for Contractor	22	\$3,100.00	\$3,370	32	\$2,984.00		\$0	8	\$960.00			\$960	\$0
6.2 Administrative and Technical Submittals Reviews	12	\$1,920.00	\$1,983	80	\$11,552.00	\$2,642.00	\$14,194	18	\$2,160.00	\$254.00	\$2,414	\$2,414	\$0
6.3 Provide Design Engineer Periodic Inspections	16	\$2,560.00	\$2,560	8	\$1,400.00		\$1,400	10	\$1,200.00			\$1,200	\$0
6.4 Provide Design Interpretation	14	\$1,960.00	\$2,056	14	\$1,914.00		\$1,914	6	\$720.00			\$720	\$0
6.5 Change Order Preparation and Support	12	\$1,920.00	\$1,983				\$0	6	\$720.00	\$50.80	\$771	\$771	\$0
6.6 Punch List and Completion Monitoring			\$0				\$0	4	\$480.00			\$480	\$0
6.7 Engineer's Operation and Maintenance Manual													
TASK 6 SUBTOTALS	76	\$11,480.00	\$11,931	134	\$17,830.00	\$2,642.00	\$20,472	52	\$6,240.00	\$304.80	\$6,545	\$6,545	\$0
Inflation Adjustment													
TASK 7 WARRANTY PERIOD													
7.1 Startup and Training Assistance	12	\$1,920.00	\$1,983				\$0	1	\$120.00			\$120	\$0
7.2 Record Drawings Review and Comment	8	\$1,280.00	\$1,330				\$0	4	\$480.00	\$101.60	\$582	\$582	\$5,544
7.3 Warranty Period Assistance and 23rd Month Review			\$0				\$0						
TASK 7 SUBTOTALS	20	\$3,200.00	\$3,313	0	\$0.00		\$0	5	\$600.00	\$101.60	\$702	\$702	\$5,544
Inflation Adjustment													
TOTAL BUDGET	112	\$18,940.00	\$17,264	182	\$22,730.00	\$2,712.00	\$25,442	62	\$7,440.00	\$406.40	\$7,846	\$7,846	\$8,821

Notes:

- 1 - Task 4.2 Cosmopolitan Engineering Group
- 2.5% Administration Allowance of Total Fees

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

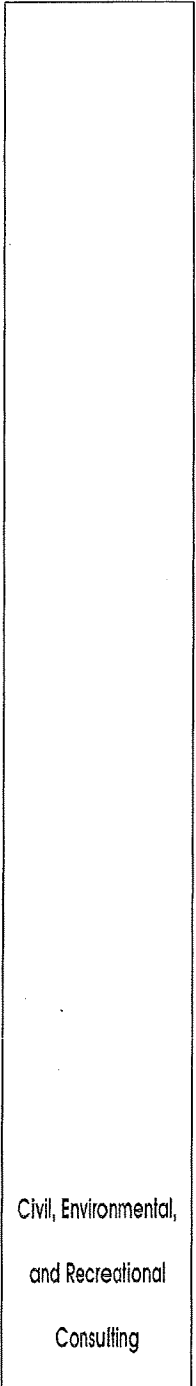
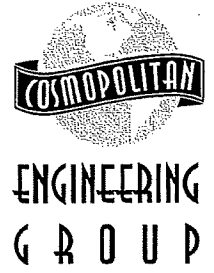
Engineering Services Fee Summary Amendment No. 3

Personnel: Billing Rate/Hour:	PRISM SURVEYING		TOTALS	
	LABOR Total Labor Hours	EXPENSE Total Expenses	LABOR Total Labor Cost	EXPENSE Total Expenses
<b>TASK 4 ENGINEERING PROJECT ADMINISTRATION</b>				
4.1 Design Team Project Administration				
4.2 Administration Allowance (2.5%, See Note 1)				\$3,700
4.3 On-Call Surveying and ROW Vacation		\$ 700.00		
	\$ 3,000.00			
<b>TASK 4 SUBTOTALS</b>	\$ 3,000.00	\$ 700.00		\$3,700
Inflation Adjustment				
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>				
5.1 Pre-Bid Conference				\$0
5.2 Requests for Information During Bidding Period/Contract Addenda				\$0
5.3 Bid Evaluation and Recommendation				\$0
5.4 Provide Contract Documents				\$0
5.5 Surveying (Clearing/Buffer Limits)		\$ 200.00		\$2,420
	\$2,220.00			
<b>TASK 5 SUBTOTALS</b>	\$2,220.00	\$ 200.00		\$2,420
Inflation Adjustment				
<b>TASK 6 CONSTRUCTION</b>				
6.1 Provide Survey Reference Points for Contractor				\$2,420
6.2 Administrative and Technical Submittals Reviews				\$0
6.3 Provide Design Engineer Periodic Inspections				\$0
6.4 Provide Design Interpretation				\$0
6.5 Change Order Preparation and Support				\$0
6.6 Punch List and Completion Monitoring				\$0
6.7 Engineer's Operation and Maintenance Manual				\$0
	\$2,220.00	\$ 200.00		
<b>TASK 6 SUBTOTALS</b>	\$2,220.00	\$ 200.00		\$2,420
Inflation Adjustment				
<b>TASK 7 WARRANTY PERIOD</b>				
7.1 Startup and Training Assistance				\$0
7.2 Record Drawings Review and Comment				\$0
7.3 Warranty Period Assistance and 23rd Month Review				\$0
<b>TASK 7 SUBTOTALS</b>		\$0.00		\$0
Inflation Adjustment				
<b>TOTAL BUDGET</b>	0	\$ 7,440.00	\$ 1,100.00	\$8,540

20

Notes:

- 1 - Task 4.2 Cosmopolitan Engineering Group
- 2.5% Administration Allowance of Total Fees



**Exhibit C**

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Supporting Scope, Cost, and Rate Schedule Information

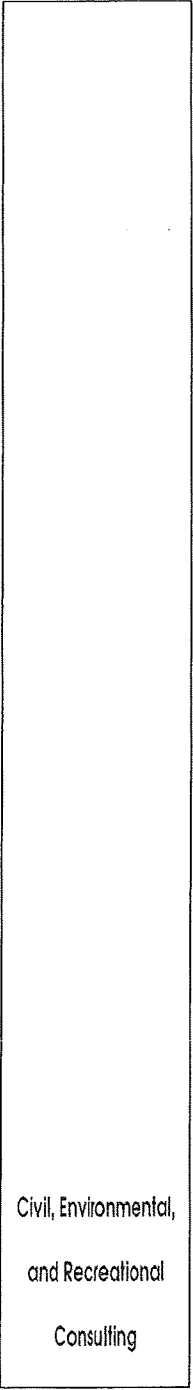
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GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 3

COSMOPOLITAN ENGINEERING GROUP

COSMOPOLITAN ENGINEERING GROUP

	LABOR		EXPENSES Total Expenses	INFLATION		TOTALS		OVERALL
	Total Labor Hours	Total Labor Cost		Labor	Expense	Labor	Expense	
<b>TASK 4 ENGINEERING PROJECT ADMINISTRATION</b>								
4.1 Design Team Project Administration	938	\$129,183.88	\$1,191.87					
4.2 Administration Allowance (2.5%, See Note 1)								
4.3 On-Call Surveying and ROW Vacation								
<b>TASK 4 SUBTOTALS</b>	<b>938</b>	<b>\$ 129,183.88</b>	<b>\$1,191.87</b>	<b>\$5,167.36</b>	<b>\$47.67</b>	<b>\$ 134,351.24</b>	<b>\$1,239.55</b>	<b>\$ 135,591</b>
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>								
5.1 Pre-Bid Conference	10	\$1,334.78						
5.2 Requests for Information During Bidding Period/Contract Addenda	84	\$10,527.86						
5.3 Bid Evaluation and Recommendation	20	\$2,684.39						
5.4 Provide Contract Documents	40	\$4,303.12						
5.5 Surveying (Clearing Limits and H and V Control)	8	\$1,077.40						
<b>TASK 5 SUBTOTALS</b>	<b>162</b>	<b>\$19,927.55</b>	<b>\$3,539.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 19,927.55</b>	<b>\$3,539.91</b>	<b>\$ 23,467</b>
<b>ENGINEERING SERVICES DURING TASK 6 CONSTRUCTION</b>								
6.1 Provide Survey Reference Points for Contractor	10	\$1,408.40						
6.2 Administrative and Technical Submittals Reviews	159	\$20,463.79						
6.3 Provide Design Engineer Periodic Inspections	80	\$11,149.12						
6.4 Provide Design Interpretation	104	\$12,966.18						
6.5 Change Order Preparation and Support	84	\$11,041.66						
6.6 Punch List and Completion Monitoring	40	\$5,334.92						
6.7 Engineer's Operation and Maintenance Manual	334	\$34,190.22						
<b>TASK 6 SUBTOTALS</b>	<b>811</b>	<b>\$ 96,554.29</b>	<b>\$4,163.61</b>	<b>\$4,103.56</b>	<b>\$156.14</b>	<b>\$ 100,657.85</b>	<b>\$4,319.75</b>	<b>\$ 104,978</b>
<b>ENGINEERING SERVICES DURING ONE-YEAR TASK 7 WARRANTY PERIOD</b>								
7.1 Startup and Training Assistance	10	\$1,470.48						
7.2 Record Drawings Review and Comment	60	\$7,430.70						
7.3 Review	38	\$5,510.76						
<b>TASK 7 SUBTOTALS</b>	<b>108</b>	<b>\$ 14,411.94</b>	<b>\$157.63</b>	<b>\$1,441.19</b>	<b>\$15.76</b>	<b>\$ 15,853.13</b>	<b>\$173.39</b>	<b>\$ 16,027</b>
<b>TOTAL BUDGET</b>	<b>2019</b>	<b>\$ 260,077.66</b>	<b>\$ 9,053.02</b>	<b>\$ 10,712.11</b>	<b>\$ 219.57</b>	<b>\$ 270,789.77</b>	<b>\$9,272.60</b>	<b>\$ 280,062</b>

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group 2.5% Administration Allowance of Total Contract Fees - See All Firms Summary Sheet

**BUDGET ESTIMATE**

**PROJECT: WWTP Phase I Improvements**

**CLIENT: City of Gig Harbor**

JOB #	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III	Permitting/Engineer II			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST	
GIG019		BILL RATES	\$165.50	\$125.21	\$72.45			\$97.65	\$73.24	\$103.85			
<b>TASK 4.1 - DESIGN TEAM PROJECT ADMINISTRATION</b>													
A Maintaining Engineering Project Files			48	8					82		138	\$14,951.36	
B Project Correspondence			88	12				38	20	10	168	\$22,280.52	
C Managing Subcontracts/Sub Team Coordination			90					2			92	\$15,090.30	
D Invoicing and Project Tracking			72						24		96	\$13,673.76	
E Twice Monthly Construction Meetings (36 Total)			140	12					12		164	\$25,551.40	
F Construction Issues Resolution Support			60	26				2			88	\$13,380.76	
G Permitting Support			24	50				12	8	24	118	\$14,482.62	
H Technical Quality Assurance Reviews			34	14				10	8	8	74	\$9,773.16	
<b>TASK 4.2 - ADMINISTRATION ALLOWANCE</b>													
See Summary Spreadsheet													
<b>TASK 4.3 - ON-CALL SURVEYING AND ROW VACATION</b>													
Prizm Work With City Staff													
Labor Subtotal at Current Salary Rates			556	122				64	154	42	938	\$129,183.88	
Salary Escalation			Estimated % of project before next salary increase				20%	Additional Labor Cost from salary escalation					\$5,167.36
			Estimated % of next salary increase				5.0%						
<b>Direct Expense</b>	<b>Item</b>	<b>Number</b>	<b>Unit Cost</b>	<b>Unit</b>	<b>Direct Cost</b>	<b>Markup %</b>							
	Const. Meeting Mileage	792	\$0.585	mile	\$463.32	10%						\$509.65	
	Milage, Other Meetings	220	\$0.585	mile	\$128.70	10%						\$141.57	
	Good To Go Bridge Toll	46	\$2.75	trips	\$126.50	10%						\$139.15	
	Photocopies/Reproduction	2000	\$0.07	sheet	\$140.00	10%						\$154.00	
	Camera/Misc	5	\$25.00	day	\$125.00	10%						\$137.50	
	Plots	20	\$5.00	each	\$100.00	10%						\$110.00	
<b>EXPENSE SUBTOTAL</b>												<b>\$1,191.87</b>	
Expense Escalation			Estimated % of project before next rate increase				20%	Additional Expense Cost from rate escalation					\$47.67
			Estimated % of next rate increase				5.0%						
<b>Outside Expenses</b>	<b>Description</b>	<b>Direct Cost</b>	<b>Markup %</b>										
<b>Consumable Expenses</b>													
<b>Subconsultants</b>													
<b>PROJECT TOTAL</b>												<b>\$135,591</b>	

Prepared By: David McBride, P.E.  
(Project Manager/Principal)

Review By: Jim D'Aboy, P.E.  
(Principal)



**BUDGET ESTIMATE**

**PROJECT: WWTP Phase I Improvements**

**CLIENT: City of Gig Harbor**

JOB # GIG019	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III	Permitting/ Engineer II			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL	TOTAL
		BILL RATES	\$185.50	\$125.21	\$72.45			\$97.65	\$73.24	\$103.85	HOURS	COST
<b>TASK 6 - ENGINEERING SERVICES DURING CONSTRUCTION</b>												
6.1			6							4	10	\$1,408.40
6.2			32	46				4	12		94	\$12,325.14
				65							65	\$8,138.65
6.3			36	36				4	4		80	\$11,149.12
6.4			32	32				10	14	16	104	\$12,966.18
6.5			30	30				8	4	12	84	\$11,041.66
6.6			16	16				4	4		40	\$5,334.92
6.7			16	80	80			70	8	80	334	\$34,190.22
<b>Labor Subtotal at Current Salary Rates</b>			168	305	80			100	46	112	811	\$96,554.29
<b>Salary Escalation</b>			Estimated % of project before next salary increase				15%	<b>Additional Labor Cost</b>				
			Estimated % of next salary increase				5.0%	<b>from salary escalation</b>		\$4,103.56		
<b>Direct Expense</b>	<b>Item</b>	<b>Number</b>	<b>Unit Cost</b>	<b>Unit</b>	<b>Direct Cost</b>	<b>Markup %</b>						
	Mileage	360	\$0.585	mile	\$210.60	10%						
	Camera Use	20	\$15.00	days	\$300.00	10%						
	Good To Go Bridge Toll	38	\$2.75	trips	\$104.50	10%						
	Photocopies/Reproduction	2000	\$0.07	sheet	\$140.00	10%						
	O&M Manuals (Draft and Final)	12	\$250.00	each	\$3,000.00	10%						
	CD/DVD Discs	6	\$5.00	each	\$30.00	10%						
<b>EXPENSE SUBTOTAL</b>												\$4,163.61
<b>Expense Escalation</b>			Estimated % of project before next rate increase				25%	<b>Additional Expense Cost</b>				
			Estimated % of next rate increase				5.0%	<b>from rate escalation</b>		\$156.14		
<b>Outside Expenses</b>	<b>Description</b>				<b>Direct Cost</b>	<b>Markup %</b>						
<b>Consumable Expenses</b>												
<b>Subconsultants</b>												
<b>PROJECT TOTAL</b>												\$104,978

Prepared By: David McBride, P.E.  
(Project Manager/Principal)

Review By: Jim D'Aboy, P.E.  
(Principal)






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**GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT**

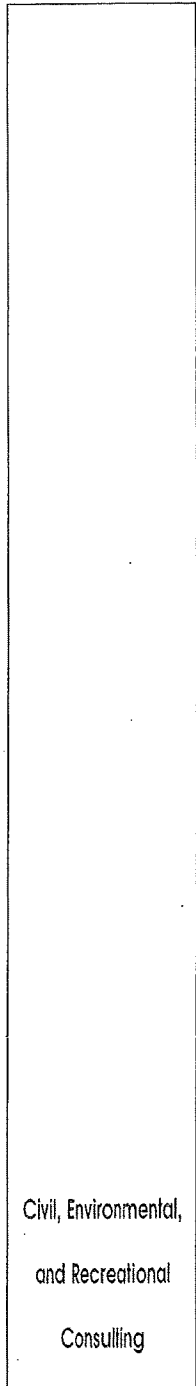
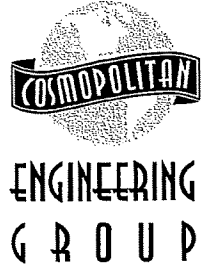
Engineering Services Fee  
GIG HARBOR WWTP  
H. R. ESVELT ENGINEERING

11-Jul-08

**PHASE 1 CONSTRUCTION ASSISTANCE**

PERSONNEL:	Billing Rate/Hour:		LABOR		EXPENSES		SUBTOTALS	
	PM	Proj ENGR	CAD Tech	Total Labor Hour	Mileage	Other	Total Expenses	Subtask Totals
	\$	\$	\$		\$	\$	\$	\$
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>								
5.1 Pre-Bid Conference	10			10	\$ 65.00	\$ 20.00	\$ 85.00	\$ 1,565.00
5.2 Requests for Info-Bidding Period/Contract Addenda	70		70	140				\$ 14,700.00
5.3 Bid Evaluation and Recommendation	8			8				\$ 1,200.00
5.4 Provide Contract Documents & Confirmed Drawings						\$ 80.00	\$ 80.00	\$ 80.00
<b>TASK 5 SUBTOTALS</b>	88	0	70	158	\$ 65.00	\$ 100.00	\$ 165.00	\$ 17,565.00
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>								
6.1 Provide Survey Reference Points for Contractor	90			130	\$ 300.00		\$ 300.00	\$ 17,100.00
6.2 Administrative and Technical Submittals Reviews	140			140	\$ 1,400.00	\$ 60.00	\$ 1,460.00	\$ 22,460.00
6.3 Provide Design Engineer Periodic Inspections	100			100		\$ 20.00	\$ 20.00	\$ 15,020.00
6.4 Provide Design Interpretation (RFI)	30			30				\$ 4,500.00
6.5 Change Order Preparation and Support	30			42	\$ 230.00	\$ 50.00	\$ 280.00	\$ 5,500.00
6.6 Punch List and Completion Monitoring	40	80	24	144	\$ 65.00	\$ 200.00	\$ 265.00	\$ 15,705.00
6.7 Engineer's Operation and Maintenance Manual								
<b>TASK 6 SUBTOTALS</b>	430	80	36	566	\$ 1,995.00	\$ 330.00	\$ 2,325.00	\$ 80,285.00
<b>TASK 7 ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD</b>								
7.1 Startup and Training Assistance	48			48	\$ 400.00	\$ 100.00	\$ 500.00	\$ 8,180.00
7.2 Record Drawings Preparation	40			120	\$ 120.00	\$ 120.00	\$ 240.00	\$ 11,840.00
7.3 Warranty Period Assistance and 11th Month Review	24			34	\$ 300.00	\$ 40.00	\$ 340.00	\$ 4,830.00
<b>TASK 7 SUBTOTALS</b>	112	0	90	202	\$ 820.00	\$ 260.00	\$ 1,080.00	\$ 24,850.00
<b>TOTAL BUDGET</b>	630	80	196	946	\$ 2,880.00	\$ 680.00	\$ 3,570.00	\$ 122,700.00





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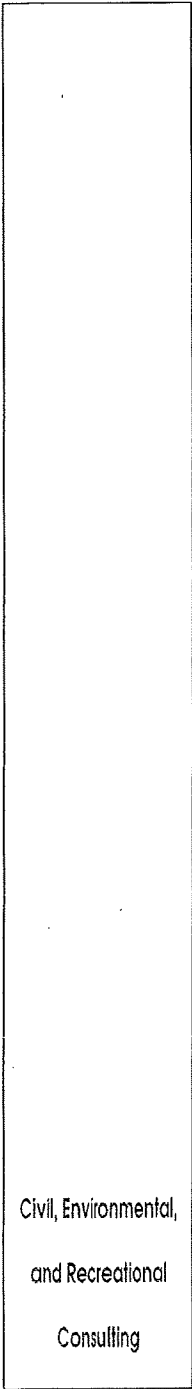
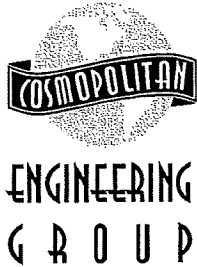
GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee

STRUCTURAL RESEARCH COMPANY

Personnel: Billing Rate/Hour:	Prin. Engr \$	Sr. Engr \$	LABOR		CAD/Tech \$	Total Labor Hours	Total Labor Cost	EXPENSES			COMMENTS	
			Sr. Engr \$	Arch \$				Mileage \$	Other \$	Total Expenses		
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>												
5.1 Pre-Bid Conference												
5.2 Request for Information During Bidding Period/Contract Addenda	32	4	4	4	70.00	40	\$ 5,440.00					LIST EXPENSES BY TASK
5.3 Bid Evaluation and Recommendation												
5.4 Provide Contract Documents (Conformed Dwg's)												
<b>TASK 5 SUBTOTALS</b>	32	4	4	4	0	40	\$ 5,440.00	\$ -	\$ -	\$ -	\$ -	
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>												
6.1 Provide Survey Reference Points for Contractor	200	40	40	40			\$ 37,600.00					LIST EXPENSES BY TASK
6.2 Administrative and Technical Submittals Reviews	32	32	32	32			\$ 12,160.00	\$ 600.00	\$ 1,800.00	\$ 2,400.00		6 person trips
6.3 Provide Design Engineer Periodic Inspections	64	12	24	24			\$ 13,280.00					
6.4 Provide Design Interpretation												
6.5 Change Order Preparation and Support	16	16	16	16			\$ 6,080.00	\$ 300.00	\$ 700.00	\$ 1,000.00		3 person trips
6.6 Punch List and Completion Monitoring												
6.7 Engineer's Operation and Maintenance Manual												
<b>TASK 6 SUBTOTALS</b>	312	100	112	112	0	0	\$ 69,120.00	\$ 900.00	\$ 2,500.00	\$ 3,400.00		
<b>TASK 7 ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD</b>												
7.1 Startup and Training Assistance												LIST EXPENSES BY TASK
7.2 Record Drawings Preparation	32						\$ 4,480.00					Review contractor's record drawings
7.3 Warranty Period Assistance and 11th Month Review							\$ -					
<b>TASK 7 SUBTOTALS</b>	32	0	0	0	0	0	\$ 4,480.00	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL BUDGET</b>	376	104	116	116	0	40	79040	\$ 900.00	\$ 2,500.00	\$ 3,400.00	\$ 82,440.00	

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**Richard Sample Engineering**

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GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee

RICHARD SAMPLE ENGINEERING

Personnel Billing Rate/Hour	RS-2008		JM-2008		RSE - Draft		AIA - Draft		RS-2009,10		JM-2009,10		Total Labor Hours		Total Labor Cost		EXPENSES		COMMENTS		
	\$		\$		\$		\$		\$		\$				\$		\$				
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>																					
5.1	Pre-Bid Conference	8	4										12	\$ 1,460.00						LIST EXPENSES BY TASK	
5.2	Request for Information During Bidding Period/Contract Addenda	42	30	8	6								86	\$ 9,750.00							
5.3	Bid Evaluation and Recommendation																				
5.4	Provide Contract Documents																				
<b>TASK 5 SUBTOTALS</b>		50	34	8	6	0	0	0	0	0	0	0	98	\$ 11,210.00	\$	\$	\$	\$	\$		
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>																					
6.1	Provide Survey Reference Points for Contractor					92	66							\$ 19,860.00						LIST EXPENSES BY TASK	
6.2	Administrative and Technical Submittals Reviews					47	24							\$ 8,990.00							
6.3	Provide Design Engineer Periodic Inspections					182	28							\$ 27,020.00							
6.4	Provide Design Interpretation					62	30							\$ 14,360.00							
6.5	Change Order Preparation and Support			24	12									\$ 1,250.00							
6.6	Punch List and Completion Monitoring					46	16							\$ 7,900.00							
6.7	Engineer's Operation and Maintenance Manual					22	8							\$ 3,820.00							
<b>TASK 6 SUBTOTALS</b>		0	0	24	12	451	172	0	0	0	0	0	0	\$ 81,970.00	\$ 2,560.00	\$ 200.00	\$ 2,760.00				
<b>TASK 7 WARRANTY PERIOD</b>																					
7.1	Startup and Training Assistance					16	4							\$ 2,560.00						LIST EXPENSES BY TASK	
7.2	Record Drawings Preparation					50	14							\$ 6,160.00							
7.3	Warranty Period Assistance and 11th Month Review																				
<b>TASK 7 SUBTOTALS</b>		0	0	0	0	66	18	0	0	0	0	0	0	\$ 10,740.00	\$	\$	\$	\$	\$		
<b>TOTAL BUDGET</b>		50	34	32	18	517	190	0	0	0	0	0	98	103920	\$ 2,560.00	\$ 200.00	\$ 2,760.00				

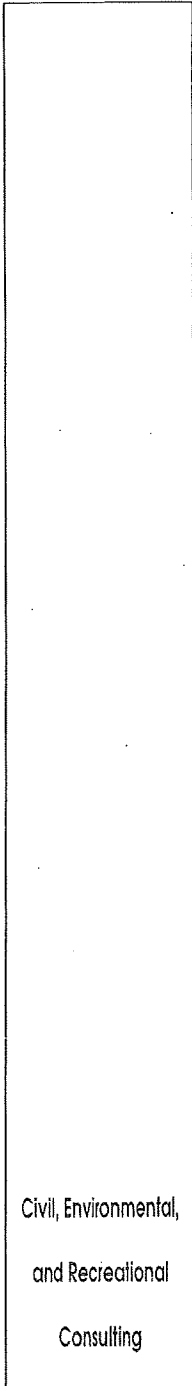
ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET								
Richard Sample Engineering								
PROJECT: GIG HARBOR WWTP-PHASE 1 IMPROVEMENTS						DATE: 8/29/08		
OWNER: CITY OF GIG HARBOR						JOB NO: O806		
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON								
NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
<b>TASK 5 BID SUPPORT</b>								
a	Preperation for Pre-bid conference	4	-	2	-	500	230	730
b	Pre-bid conference (Telephone support)	2	-	2	-	250	230	480
c	Contractor support by phone	16	-	12	-	2,000	1,380	3,380
d	Respond to Contractor RFI's	8	-	6	-	1,000	690	1,690
e	Addendum preparation	16	8	12	6	2,600	1,830	4,430
f	Conformed drawing preparation							
g	Conformed drawing submittal							
	Administration expenses @ 10% of AIA expenses					440		440
	<b>DESIGN DEVELOPMENT TOTALS</b>	<b>46</b>	<b>8</b>	<b>34</b>	<b>6</b>	<b>6,790</b>	<b>4,360</b>	<b>11,150</b>

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET									
Richard Sample Engineering									
PROJECT: GIG HARBOR WWTP-PHASE 1 IMPROVEMENTS						DATE: 8/29/08			
OWNER: CITY OF GIG HARBOR						JOB NO: O806			
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON						BILLING RATE			
						\$130	\$75	\$120	\$75
NO	DESCRIPTION OF PHASE SERVICES	Elec hours		I&C hours		COST IN \$			
		ENGR	DRAFT	ENGR	DRAFT	Elec	I&C	TOTAL	
<b>TASK 6 - SERVICES DURING CONSTRUCTION</b>									
a	Pre-construction meeting telephone support	8	-	4	-	1,040	480	1,520	
b	Submittal review - Contractor, general materials	40	-		-	5,200	-	5,200	
c	Submittal review - MCC & VFD	8	-	4	-	1,040	480	1,520	
d	Submittal review - Selected Mechanical Equipment	24	-	18	-	3,120	2,160	5,280	
e	Submittal review - Custom control panel & instruments	2	-	24	-	260	2,880	3,140	
g	Design Interpretation	180	-	28	-	23,400	3,360	26,760	
h	Submittal review - Telecommunications	8	-	16	-	1,040	1,920	2,960	
i	Change Order / RFI Response development	60	24	30	12	9,600	4,500	14,100	
j	PCP-100, 200, 300 Factory demonstration test		-	24	-	-	2,880	2,880	
k	50% construction inspection, checklist, report	20	-		-	2,600	-	2,600	
l	75% construction inspection, checklist, report	20	-		-	2,600	-	2,600	
m	Final Inspection & startup, checklist, punchlist	24	-	16	-	3,120	1,920	5,040	
n	Punchlist verification site visit	20	-		-	2,600	-	2,600	
o	Develop O & M manual electrical text (draft copy)	20		8	-	2,600	960	3,560	
	Administration expenses @ 10% of AIA expenses					2,175		2,175	
<b>REIMBURSABLES</b>									
	Travel expenses for (4) trips by RSE					2,580		2,580	
	Travel expenses for (3) trips by AIA						200	200	
<b>CONSTRUCTION SUPPORT SERVICES TOTALS</b>		<b>434</b>	<b>24</b>	<b>172</b>	<b>12</b>	<b>62,975</b>	<b>21,740</b>	<b>84,715</b>	





ENGINEERING  
G R O U P



**HV Engineering**

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and Recreational  
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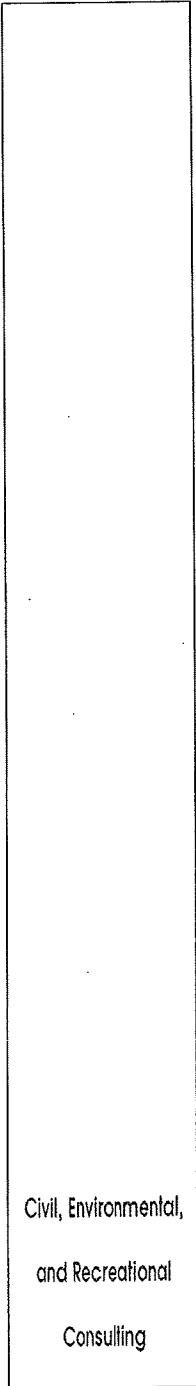
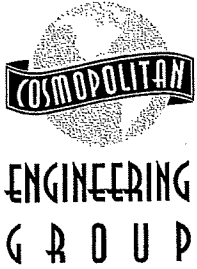
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GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee  
HV Engineering

Personnel Billing Rate/Hour	Principal	ENGR 2	Senior Designer	ENGR 1	LABOR		Total Labor Hours	Total Labor Cost	EXPENSES		COMMENTS
					ENGR 1	ENGR 2			Mileage	Other	
	\$ 180.00	\$ 120.00	\$ 120.00	\$ 90.00							
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>											
5.1 Pre-Bid Conference											LIST EXPENSES BY TASK
5.2 Requests for Information During Bidding Period/Contract Addenda	12			4			16	\$ 2,280.00			Assume no scope
5.3 Bid Evaluation and Recommendation											Answer questions in office
5.4 Provide Contract Documents											Shipping Expense/FED EX
<b>TASK 5 SUBTOTALS</b>	12	0	0	4	0	0	16	\$ 2,280.00			
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>											
6.1 Provide Survey Reference Points for Contractor	16			6			22	\$ 3,100.00			LIST EXPENSES BY TASK
6.2 Administrative and Technical Submittals Reviews	12						12	\$ 1,920.00	\$ 270.00	\$ 270.00	Assume no scope
6.3 Provide Design Engineer Periodic Inspections	18						18	\$ 2,590.00	63.16	63.16	Shipping Expense/FED EX
6.4 Provide Design Interpretation	10						14	\$ 1,960.00			qty (1) site visit with follow up observation report
6.5 Change Order Preparation and Support	12			4			12	\$ 1,920.00	75.00	75.00	Shipping Expense/FED EX
6.6 Punch List and Completion Monitoring									63.16	63.16	qty (1) site visit with follow up punch list
6.7 Engineer's Operation and Maintenance Manual											Assume no scope
<b>TASK 6 SUBTOTALS</b>	68	0	0	10	0	0	78	\$ 11,480.00	\$ 126.32	\$ 345.00	\$ 471.32
<b>TASK 7 WARRANTY PERIOD</b>											
7.1 Startup and Training Assistance	12						12	\$ 1,920.00			LIST EXPENSES BY TASK
7.2 Record Drawings Preparation	6						6	\$ 1,260.00	63.16	63.16	qty (1) day on site for equipment operation check
7.3 Warranty Period Assistance and 11th Month Review									50.00	50.00	Shipping Expense/FED EX & 1 set Repr
<b>TASK 7 SUBTOTALS</b>	20	0	0	0	0	0	20	\$ 3,200.00	\$ 63.16	\$ 50.00	\$ 113.16
<b>TOTAL BUDGET</b>	88	0	0	14	0	0	112	16940	\$ 185.48	\$ 395.00	\$ 584.48
<b>Total</b>											\$ 17,524.48



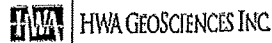
**HWA GeoSciences**

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Consulting

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Project Cost Estimate  
 City of Gig Harbor WWTP  
 Phase I Improvements  
 Gig Harbor, Washington



HWA Ref: 2007-014-21  
 Date: 2-Jul-08

Prepared By: SH/TAT

**ESTIMATED HWA LABOR:**

WORK TASK 5 DESCRIPTION	2007 HOURLY BILLING RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal \$175.00	Engineer \$108.00	Geologist \$90.00	Field Tech \$89.00	CAD \$68.00	Clerical \$67.00		
Pre-Bid Conference	8						8	\$1,400
Requests for Information During Bidding Period/Contract Addenda	12						12	\$2,100
Bid Evaluation and Recommendation	8						8	\$1,400
Provide Design Engineer Periodic Inspections	48	16		16			80	\$11,552
Provide Design Interpretation	8						8	\$1,400
Change Order Preparation and Support	6	8					14	\$1,914
Administrative and Technical Submittals Reviews		20				12	32	\$2,964
<b>DIRECT SALARY COSTS</b>	<b>90</b>	<b>44</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>162</b>	<b>\$22,730</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	10	\$13	\$130
Grain Size Distribution	5	\$75	\$375
Atterberg Limits	3	\$195	\$585
Proctors	5	\$170	\$850
<b>LABORATORY TOTAL:</b>			<b>\$1,940</b>

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.585/mi	\$702
Laboratory Testing (See details to left)	\$1,940

**TOTAL DIRECT EXPENSES:** \$2,642

Subcontractor

**PROJECT TOTALS AND SUMMARY:**

Labor Cost	\$22,730
Subcontractor Costs	\$0
Direct Expenses	\$2,642
<b>GRAND TOTAL:</b>	<span style="border: 1px solid black; padding: 2px;">\$25,372</span>

**Assumed Conditions:**

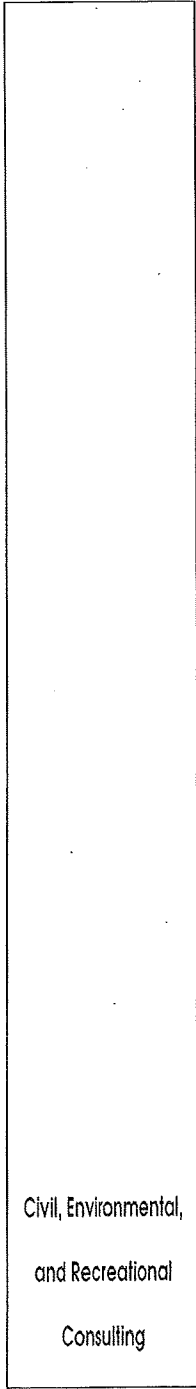
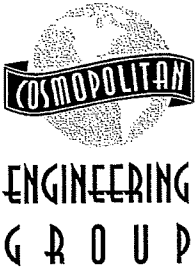
All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee  
HWA GEOSCIENCES INC.

Personnel: Billing Rate/Hour:	PM	Project ENGR	ENGR 3	LABOR				WP	Total Labor Hours	Total Labor Cost	EXPENSES		COMMENTS
				Field Tech	CAD/ICE	Tech	Administration				Mileage	Other	
	\$ 175.00	\$ 108.00	\$ 95.00	\$ 89.00	\$ 92.00	\$ 67.00	\$ 67.00						
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>													
5.1 Pre-Bid Conference	8							8	\$ 1,400.00		70.00	LIST EXPENSES BY TASK	
5.2 Requests for Information During Bidding Period/Contract Addenda	12							12	\$ 2,100.00				
5.3 Bid Evaluation and Recommendation	8							8	\$ 1,400.00				
5.4 Provide Contract Documents													
<b>TASK 5 SUBTOTALS</b>	28	0	0	0	0	0	0	28	\$ 4,900.00	70.00	\$ 70.00		
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>													
6.1 Provide Survey Reference Points for Contractor		20				12		32	\$ 2,954.00				
6.2 Administrative and Technical Submittals Reviews	48	16		16				80	\$ 11,552.00	702.00	\$ 1,940.00	LIST EXPENSES BY TASK	
6.3 Provide Design Engineer Periodic Inspections	8							8	\$ 1,400.00			SEE NOTE 1	
6.4 Provide Design Interpretation	6	8						14	\$ 1,914.00				
6.5 Change Order Preparation and Support													
6.6 Punch List and Completion Monitoring													
6.7 Engineer's Operation and Maintenance Manual													
<b>TASK 6 SUBTOTALS</b>	62	44	0	16	0	12	0	134	\$ 17,830.00	702.00	\$ 1,940.00	\$ 2,642.00	
<b>ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD</b>													
7.1 Startup and Training Assistance													
7.2 Record Drawings Preparation													
7.3 Warranty Period Assistance and 11th Month Review													
<b>TASK 7 SUBTOTALS</b>	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -		
<b>TOTAL BUDGET</b>	90	44	0	16	0	12	0	162	22790	\$ 775.00	\$ 1,940.00	\$ 2,712.00	

Note 1: Task 6.3 - Mileage at 0.555/mi. Lab (MC, GS, AL & Proctors)  
Task 6.3 - Per D. McBirds email dated 8/14/06, we estimated 6 visits by Sai Hong and 2 visits by project engineer and 2 by field geotechnician. Each visit was estimated to take 8 hours, including travel, inspection time in the field, reporting, etc.

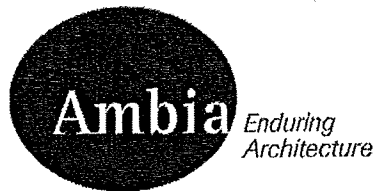


**Ambia, Inc.**

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July 2, 2008

David McBride, PE  
Cosmopolitan Engineering Group  
711 Pacific Avenue  
Tacoma, WA 98402

RE: Gig Harbor Wastewater Treatment Plant  
Landscape Architectural Services –

DRAFT COPY OF FEE PROPOSAL FOR POST CONSTRUCTION DOCUMENT PHASES

Dear David:

This is a typical scope of services through the bid and construction observation phases of a project.

**Scope**

**A. Bidding and Contract Negotiations:**

1. Provide any needed direction to the Client concerning bidding and negotiations with Contractors.
2. Provide addendum information as needed.
3. Provide list of submittals and inspections required by contract to selected landscape contractor.

**Construction Administration / Observation:**

1. Provide direction for approvals on submittals:
  - a. Landscape: list of plant suppliers, soils samples, fertilizer analysis, and misc. landscape materials called out on plan or in specifications.
  - b. Irrigation materials: sprinkler heads, valves, pipe, and other misc. irrigation materials called out on plan and in specifications.
2. Provide field reports on all construction observations / inspections.
3. Make recommendations on landscape contractor's pay requests.
4. Review shop drawings.
5. Perform a minimum of 6 construction inspections which will include:
  - a. Inspection of plant materials on site for size and conditions.
  - b. Inspection of grades prior to planting or seeding.
  - c. Irrigation mainline pressure test.
  - d. Sprinkler head coverage observation.
  - e. Substantial completion inspection to develop project closeout punch list.
  - f. Review of substantial completion punchlist and create Project Closeout Punlist.
6. Project closeout punch list to include:
  - a. Duties to be performed by landscape contractor for project finalization including:
    1. Instruction manuals and written directions concerning system maintenance & irrigation winterization & spring startup operations.
    2. As Built Irrigation Plan noting dimensions of mainline location from fixed site objects such as building or edge of road, walk or curb face.
7. Produce Record Drawing of Irrigation System using as-built drawings supplied by landscape contractor.

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee

AMBIA

Personnel Billing Rate/Hour	LAND ARCH \$	LABOR					Total Labor Cost	Mileage \$	EXPENSES Other \$	Total Expenses	COMMENTS
		Total Labor-Hours	Total Labor Cost	Total Labor-Hours	Total Labor Cost	Total Labor Cost					
<b>TASK 5 ENGINEERING SERVICES DURING BIDDING</b>											
5.1 Pre-Bid Conference	0										LIST EXPENSES BY TASK
5.2 Requests for Information During Bidding Period/Contract Addenda	4		\$ 480.00	4	\$ 480.00						
5.3 Bid Evaluation and Recommendation	1		\$ 120.00	1	\$ 120.00						
5.4 Provide Contract Documents											
<b>TASK 5 SUBTOTALS</b>	5	0	0	0	0	5	600.00	0	0	0	
<b>TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION</b>											
6.1 Provide Survey Reference Points for Contractor	9		\$ 960.00		\$ 960.00						LIST EXPENSES BY TASK
6.2 Administrative and Technical Submittals Reviews	18		\$ 2,160.00		\$ 2,160.00						
6.3 Provide Design Engineer Periodic Inspections	10		\$ 1,200.00		\$ 1,200.00						
6.4 Provide Design Interpretation	6		\$ 720.00		\$ 720.00						
6.5 Change Order Preparation and Support	6		\$ 720.00		\$ 720.00						
6.6 Punch List and Completion Monitoring	6		\$ 720.00		\$ 720.00						
6.7 Irrigation System Operation and Maintenance Manual	4		\$ 480.00		\$ 480.00						
<b>TASK 6 SUBTOTALS</b>	52	0	0	0	0	0	6,240.00	280.80	24.00	304.80	
<b>TASK 7 ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD</b>											
7.1 Startup and Training Assistance	0										LIST EXPENSES BY TASK
7.2 Record Drawings Preparation	1		\$ 120.00		\$ 120.00						
7.3 Warranty Period Assistance and 11th Month Review	4		\$ 480.00		\$ 480.00						
<b>TASK 7 SUBTOTALS</b>	5	0	0	0	0	0	600.00	93.60	8.00	101.60	
<b>TOTAL BUDGET</b>											
	62	0	0	0	0	0	7,440.00	374.40	32.00	406.40	



ENGINEERING  
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and Recreational  
Consulting

**Grette Associates**

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**EXHIBIT "A"**  
**SCOPE OF WORK**  
**CITY OF GIG HARBOR WASTE WATER TREATMENT PLANT**  
**BUFFER ENHANCEMENT PROJECT COORDINATION**  
**AND MONITORING**

**Task 100 –Pre-Project Area Flagging**

Grette Associates will flag the buffer enhancement areas as specified in the *Gig Harbor – Waste Water Treatment Plant Wetland and Stream Analysis Report Habitat Management Plan and Stream Buffer Mitigation Plan (Plan)*. This task assumes the extent of project grading and development is clearly marked by a licensed surveyor prior to the site visit by Grette Associates staff.

Staff	Rate	Units	Total
Biologist 1	82.00	12	984.00
Mileage	.630	35	22.05
Bridge Toll	4.32	1	4.32
Administrative	67.00	1	67.00
<b>TOTAL TASK 100</b>			<b>\$1,077.37</b>

**Task 200 –Project Coordination / Post Installation Inspection / Year One Monitoring and Report**

Grette associates will meet on-site with the landscape contractor prior to plant installation to ensure clear understanding of the buffer enhancement plan. In addition, Grette Associates will perform one post construction inspection of the buffer restoration plantings and any additional actions specified in the Plan. Upon completion of the site inspection, Grette Associates will provide a brief Technical Memorandum documenting the post-construction inspection results.

At the end of the first growing season (post plant installation) Grette Associates will conduct the first annual monitoring inspection of stream buffer restoration plantings and any additional actions specified in the Plan. In addition, any animal species utilizing the restoration area will be documented. Photo points will be utilized to visually document the progress and survival of the enhancement plantings. Upon completion of the site inspection, Grette Associates will provide a brief Technical Memorandum documenting the monitoring results. The memorandum will document the changes that have occurred within the buffer enhancement areas and make recommendations for improvements and/or corrective measures for any problems noted during the monitoring visits. An estimated budget for Task 200 is as follows.

Staff	Rate	Units	Total
Biologist 1	86.00	40	3440.00
Mileage	.68	105	71.40
Bridge Toll	4.32	3	12.96
Administrative	70.00	1	70.00
<b>TOTAL TASK 200</b>			<b>\$3,594.71</b>

250.003 Addendum - Monitoring  
7/10/08

**Task 300 –Inspection and Mitigation Monitoring and Report – Year Two**

Grette Associates will conduct the second annual monitoring inspection of stream buffer restoration plantings and any additional actions specified in the Plan. In addition, any animal species utilizing the restoration area will be documented. Photo points will be utilized to visually document the progress and survival of the enhancement plantings. Upon completion of the site inspection, Grette Associates will provide a brief Technical Memorandum documenting the monitoring results. The memorandum will document the changes that have occurred within the buffer enhancement areas and make recommendations for improvements and/or corrective measures for any problems noted during the monitoring visits. An estimated budget for Task 300 is as follows:

Staff	Rate	Units	Total
Biologist 1	90.00	20	1800.00
Mileage	.68	105	71.40
Bridge Toll	4.332	1	4.32
Administrative	74.00	1	74.00
<b>TOTAL TASK 300</b>			<b><del>\$1,907.99</del></b>

\$1,999.72

D.M. 7/17/08

TIME AND EXPENSE

Estimated Amount: \$6,580.07

Please note that the Plan calls for three years of monitoring. The third and final year of monitoring will be scoped at a latter date.

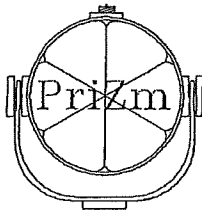


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Consulting

**Prizm Surveying**

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**PRIZM  
SURVEYING INC.**

P.O. Box 110700  
Tacoma, WA 98411  
Office: 253-404-0983  
Fax: 253-404-0984  
[ablaisdell@prizmsurveying.com](mailto:ablaisdell@prizmsurveying.com)  
[gletzring@prizmsurveying.com](mailto:gletzring@prizmsurveying.com)  
[dpierce@prizmsurveying.com](mailto:dpierce@prizmsurveying.com)

July 14, 2008

Mr. David McBride P.E.  
Cosmopolitan Engineering Group  
711 Pacific Avenue  
Tacoma, WA 98402

Re: 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 additional topographic surveying work on the above referenced project. Task 1 & 2 are proposed to be staked one time only. Any re-staking will require a change order.

**Task 1 - Clearing limits:**

Provide clearing limits surrounding the overall site as designed by Cosmopolitan. Overall number below includes calculation, administration and staking. Contractor will receive copies of the field notes for reference.

The estimated cost for Task 1 services is \$2,420.00

**Task 2 - Horizontal and Vertical Control:**

Provide 3 or more control points for contractors use during construction. Each point will be identified with its coordinate location ( to 4 decimal places) and vertical height ( to 2 decimal places). We will attempt to place there locations so that they will remain throughout the construction process. Overall number below includes calculation, administration and staking. Contractor will receive a worksheet showing the location and information relating to the points

The estimated cost for Task 2 services is \$2,420.00

**Task 3 - On Call Services:**

This is a time and material estimate to help the client with any boundary, easement or other survey related issues regarding the project.

The estimated cost for Task 3 services is \$5,500.00



Revised to \$2,500 per  
8/13/08 meeting w/ S. Misurak

PriZm Surveying, Inc  
Page 2

Task 4 - Right-of-Way Vacation:

Prepare a legal description and exhibit of that part of Harborview Drive right-of-way to be vacated.

The estimated cost for Task 4 services is \$1,200.00

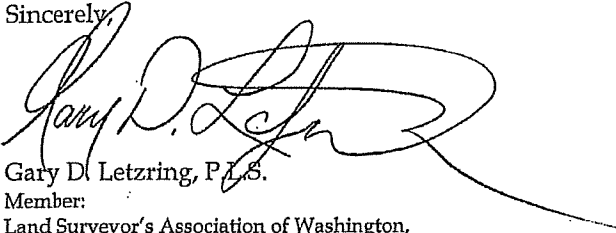
TOTAL - PRIZM - \$8,540.00

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 \$140 an hour
- GPS survey crew \$150 an hour
- Licensed Land Surveyor \$98 an hour
- Survey Technician \$85 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

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington located and doing business at 6855 176<sup>th</sup> Ave. NE., Suite 235, Redmond, Washington 98052-5243 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment Expansion 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 Work, dated April 28, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred Twenty-One Thousand Eight Hundred Sixteen Dollars and no cents (\$221,816.00) 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 – Cost Estimate**. 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 31, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## VI. Discrimination

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

## VII. Indemnification

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

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

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



WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

### VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability

policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

### **IX. Exchange of Information**

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

### **X. Ownership and Use of Records and Documents**

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

### **XI. City's Right of Inspection**

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

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but

not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. Work Performed at the Consultant's Risk**

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

### **XIV. Non-Waiver of Breach**

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

### **XV. Resolution of Disputes and Governing Law**

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

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

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:  
Advanced Industrial Automation Corporation  
Attn: Jon Mathison, P.E.  
6855 176<sup>th</sup> Ave. NE, Suite 235  
Redmond, WA 98052  
425-836-3386  
FAX 425-642-8282

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

### **XVII. Assignment**

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

### **XVIII. Modification**

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

### **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
Advanced Industrial Automation Corporation  
Attn: Jon Mathison, P.E.  
6855 176<sup>th</sup> Ave. NE, Suite 235  
Redmond, WA 98052  
425-836-3386  
FAX 425-642-8282

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

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: \_\_\_\_\_

Scope of Work for Advanced Industrial Automation (AIA):

AIA will be the integrator and programmer responsible for installation of equipment (hardware and software) to operate and control the operation of the Gig Harbor Wastewater Treatment Plant. AIA will program the Programmable Logic Controllers (PLCs) to enable automatic control of all plant functions that are connected to control panels. The Supervisory Control and Data Acquisition (SCADA) system shall provide an integrated system for controlling the wastewater treatment plant and the future reclamation facility.

A summary of services are as follows:

1. Provision of two (2) computer workstations and monitors to be used as Human Machine Interface (HMI) workstations. Provision of HMI software (Wonderware) for these two workstations as well as two (2) panel-mounted HMIs (1 development license and 3 runtime licenses with 60,000-tag capability). Provision of Remote Access Software. Provision of an alarm printer and a report printer. Provision of a programming PC as well as PLC programming software to be used in programming the treatment plant and later to be used for remote access. It shall be noted that instrumentation will be supplied by an instrument supplier (NIC) and five control panels shall be supplied by a panel supplier (NIC). The main plant PLCs enables preprogrammed control of the plant. The Integrator shall program the PLCs to enable automatic control of all plant functions that are connected to control panels. Ethernet TCP/IP shall be the communication protocol for the PLCs and HMIs.
2. All work as described in **Exhibit A (Description of Operations)**. This work entails configuring software and computer hardware; configuring instrumentation; configuring Ethernet Switches; configuring custom HMI; programming (3) custom PLCs, startup; training; and warranty services for the control system for the Gig Harbor Waste Water Treatment Plant.



## Scope of Work

**EXHIBIT A****DESCRIPTION OF OPERATIONS****PART 1 – GENERAL****1.1 THE PLANT CONTROL PANEL SHALL SUPPORT THE FOLLOWING PROCESSES**

- A. Influent Pumpstation 2
- B. Influent Pumpstation 3
- C. Headworks/Influent structure
- D. Anoxic basins
- E. Aeration basins
- F. Blowers
- G. Secondary clarification
- H. Sludge pumping (RAS, WAS)
- I. Disinfection
- J. Effluent pumping
- K. Sludge digestion and thickening
- L. Dewatering
- M. In-Plant Pumpstation
- N. Communications

**1.2 INTEGRATOR RESPONSIBILITY**

- A. The Integrator shall be Advanced Industrial Automation Corp. 425-836-3386.

**1.3 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) OVERVIEW**

- A. The main plant control panel shall have the inputs and outputs (IO) detailed in the IO Appendix. The IO address, description, and tagnames may be modified by the Integrator as necessitated by the final selection of instruments, device communications, and plant equipment.
- B. The main plant Programmable Logic Controllers (PLCs) enables preprogrammed control of the plant. The Integrator shall program the PLCs to enable automatic control of all plant functions that are connected to control panels. Ethernet TCP/IP shall be the communication protocol for the PLCs and HMIs.
- C. The Human Machine Interface (HMI) shall display pertinent information. It shall enable operators to set setpoints and determine the status of plant equipment and processes at the main plant. The HMI shall be a PC-based graphical user interface with custom screens created by the Integrator. The HMI shall support Open Database Connectivity (ODBC) for acquiring data to database software.
- D. A data acquisition and reporting system is required to permanently record and report selected data. This data shall be taken with a frequency detailed in this specification and aggregated as required. The data acquisition and reporting

system shall be created in Microsoft Access or Microsoft SQL using ODBC to connect the HMI with the database. Query's, Forms, and Reports shall be created to display the information in the manner required herein. SCADA data acquisition and reporting in a spreadsheet, such as Microsoft Excel, shall be specifically precluded by this specification.

- E. The Existing Mission units shall notify operators of problems when the plant is unattended.

#### 1.4 GENERAL DESCRIPTION OF OPERATIONS

- A. The main plant will treat wastewater from the city. Effluent shall be directed either to an outflow or to the Reclaimed Water Facility (future).
- B. The Reclaimed Water Facility will provide Class A water from city wastewater for reuse.

### PART 2 – REQUIREMENTS

#### 2.1 PLANT CONTROL SYSTEM OVERVIEW

- A. The main plant is controlled by a programmable logic controller (PLC). Equipment and process sensors digitally communicate to the PLC or are wired into the PLCs' input/output (I/O) modules. The PLC systems control the equipment based upon operator settings and the control programs that are stored in the PLCs' memory. Process Equipment has Hand-Off-Auto or Open-Close-Auto control switches at the device or the Motor Control Center (MCC). The PLC controls the equipment when process equipment switches are selected to Auto. The SCADA system shall provide an integrated system for controlling the wastewater treatment plant and the reclamation facility. The entire control system consists of PLCs and HMIs installed in the following locations:

1. PLC-101 will be located in the Electrical/Pump Building (PCP-100)
2. PLC-201 will be located in the Blower Building (PCP-200)
3. PLC-301 will be located in the Dewatering Building (PCP-300)
4. HMI-101 will be located in the Electrical/Pump Building
5. HMI-201 will be located in the Blower Building (mounted on the front of enclosure PCP-200)
6. HMI-301 will be located in the Dewatering Building (mounted on the front of enclosure PCP-300)
7. HMI-401 will be located in the Operations Building (formerly the museum)

- B. A main plant Ethernet network allows the PLCs to share data and control commands with Human-Machine Interfaces (HMIs) that are necessary for automated plant control functions. HMI-1 is the primary HMI and other HMIs are secondary HMIs. These designations are for convenience only, the computers are independent: any one may be used to fully run the plant. Each HMI runs an

operator interface program that gathers plant operations data from the PLCs and displays this information on graphic displays.

1. This operator interface program enunciates plant alarms, collects and stores critical plant data for later examination, and also allows the operations staff to send control commands to the PLC.
  2. The operator must be logged onto the HMI to access control functions. To do this, the operator shall enter a username and password. To log off the operator shall press a key at the top of the screen. The HMI shall automatically log off the operator after 30 minutes of non-use. The level of security is shown on the upper right and is designated as Operator1, Operator2, or Administrator.
  3. Alarms shall appear at an alarm bar on the screen as well as on the printer and on the screen or screens that correspond to the alarm. All alarms may be disabled. If an alarm is disabled it shall appear in a different color than enabled alarms on the screens that provide the enable/disable function.
- C. The control system has a Mission alarm system that is located near PCP-100. This unit can detect up to 16 different plant alarm conditions. When an alarm is detected, the unit transmits the information over cell towers to a service that then dials pre-programmed telephone numbers and plays pre-recorded voice messages when the call is answered. This unit provides plant-monitoring functions when the facility is not attended as well as monitoring of the plant and pumpstations and historical data.
- D. Using a software product such as Laplink and a modem, plant operators are able to monitor and control the plant at remote locations.

## 2.2 GENERAL REQUIREMENTS:

- A. Control, display, and reporting requirements that are unique to a piece of equipment or instrument are detailed in the Process Control (Loop) Descriptions. The following general requirements are made of every mixer, motor, pump, valve, instrument, and packaged system unless specifically excluded by this specification.
- B. Standard controls: Specified equipment control shall be consistent regardless of the system or process for which it is employed. The Integrator is encouraged, where appropriate, to make use of HMI features that enable one popup window to be populated by different tagnames to ensure commonality. Note that a selector switch on an HMI is distinct from and in addition to any identically labeled or functioning hardware switch. The following requirements are made of all equipment controlled by the SCADA system (standard controls do not apply to equipment monitored but not controlled by the SCADA system):
1. Each motor shall have a manual/auto selector on the HMI. The selector, buttons, and setpoints may be a popup window so as not to clutter the screens and to promote commonality.
    - a) When in manual the constant speed motors may be started and stopped by clicking a start or a stop button on the HMI.

- b) When in manual the variable speed motors (to include chemical metering pumps) may be started and stopped by clicking a start or a stop button on the HMI. The speed of the motors may be adjusted by changing a speed setpoint. The auto to manual transition shall be “bump-less”, when the HMI manual/auto selector is changed from auto to manual the manual motor speed setpoint shall be set to the last auto speed so the motor does not change speed. When the HMI manual/auto selector is changed from manual to auto the speed of PID-controlled pumps shall change gradually from the manual setpoint.
  - c) When in auto the motor shall be controlled as detailed in this document.
2. Each pair of motors controlling a single system shall be considered to be a lead and a lag motor. The HMI shall have a 1/2/auto-rotate selector to select the lead motor as motor 1, motor 2, or auto-rotate.
- a) If auto rotate is selected the PLC shall alter the lead motor each time the motor shuts off.
  - b) If the lead motor fails, the lag motor shall become the lead motor.
  - c) If one motor fails, this shall be considered a minor alarm. If both motors fail, this shall be considered a major alarm.
3. Each chemical feed pump (metering pump) shall have a method to calibrate the dosage. It is important to calibrate the pumps any time a solution of a different strength is used or the metering pumps are set to use a different stroke length. The Integrator shall develop a calibration sequence that enables the operator to put a measured amount of chemical through the pump in a set time (or a set amount of chemical in a measured time) so that the constant is correct for the required dosage. An HMI display screen shall be developed that enables the operator to methodically calibrate the constant of proportionality so the calculated dosage is correct.
4. Each valve shall have a manual/auto selector on the HMI. The selector, buttons, and setpoints may be a popup window so as not to clutter the screens and to promote commonality.
- a) When in manual the non-modulated valves may be opened and closed by clicking an open or a closed button on the HMI.
  - b) Modulated valves may be opened to a specified position (i.e. 25% open) using a numeric entry. The auto to manual transition shall be “bump-less”, when the HMI manual/auto selector is changed from auto to manual the manual valve position setpoint shall be set to the last auto speed so the valve position does not change. When the HMI manual/auto selector is changed from manual to auto the position of PID-controlled valves shall change gradually from the manual setpoint.
  - c) When in auto the valve shall be controlled as detailed in this document.
- C. Alarms are categorized as major or minor. In case of a major alarm, the horn shall sound, the HMI shall detail the alarm, and the alarm notification system

shall be activated. In case of a minor alarm the horn shall sound, the HMI shall detail the alarm, however the alarm notification system shall not be activated. An alarm acknowledge (silence) pushbutton shall be available on the HMI as well as on the front of each PCP. Depressing the acknowledge button shall inhibit the alarm horn from sounding or the beacon from lighting from any existing alarms. New alarms will again cause the alarm horn to sound and the beacon to light. The HMI shall have a way to individually disable the horn and beacon completely. Visual indication must be given on all HMI screens when either the beacon or the horn are disabled. An alarm reset shall be available on the HMI as well as on the front of PCP. Depressing the alarm-reset button shall reset any previous alarms. Alarm text and animations shall specify where the alarm occurred to the nearest system known. Maximum resolution of the information that originated the alarm is required. The following alarms shall be monitored by the PLC.

1. The PLC shall actively assess each motor (to include pump or mixer) to determine whether a motor has failed and record which failure occurred for display on the HMI. A single motor failure where there are backups shall be considered a minor alarm. If a motor fails and there are no backups a major alarm is generated. A motor failure will have occurred if any of the following happen:
  - a) A fault occurs.
  - b) With the HOA in Auto, a motor run command is given and a motor on status is not received within 30 seconds
  - c) With the HOA in Auto, a motor run command is removed and a motor on status continues to be received.
2. The PLC shall actively assess each valve to determine whether a valve has failed and record which failure occurred for display on the HMI. A single valve failure where there are backups shall be considered a minor alarm. If a valve fails and there are no backups a major alarm is generated. A valve failure will have occurred if any of the following happen:
  - a) With the OCA in Auto, a valve open command is given and a valve open status is not received within 60 seconds
  - b) With the OCA in Auto, a valve close command is given and a valve close status is not received within 60 seconds.
3. Each analog signal from every instrument that terminates at a PCP/LCP shall be given a LOLO, LO, HI, and HIHI level setpoint. The HMI shall provide the operator with an entry screen where the HIHI, HI, LO, and LOLO setpoints may be entered as well as a button that may be used to individually disable each of these alarms. It is advised that the disable button activate a PLC bit that disables generation of the alarm rather than a switch in the HMI that merely renders the alarm graphic invisible. Disabling an alarm shall inhibit the alarm from being shown or recorded on the HMI or annunciated by the horn, beacon, or dialer. The Integrator shall anticipate that some analog signals will produce momentary high or low spurious signals that require a delay prior to triggering the alarm. The Integrator shall anticipate that some standard alarms, such as the low turbidity alarms, will not equate to a problem though the low status will be

required. The HMI shall display the alarms themselves in a prominent position on the overview screen, on the screen detailing this portion of the process, and on the alarm screen. A graphic on or near the instrument graphic shall show any alarms that have been disabled. The alarms from the analog signals shall be categorized as follows:

- a) LO and HI alarms (based on an analog transducer) are considered minor alarms.
  - b) LOLO and HIHI alarms (based on an analog transducer) are considered major alarms.
  - c) Discrete switches that backup an analog signal, such as a float switch that backs up a level sensor, are considered major alarms.
  - d) Packaged system alarms are considered major alarms.
4. All building alarms (fire alarm, intrusion, common) shall be displayed on the HMI on a graphic depicting that building. Building alarms shall be considered major alarms.
- D. The alarm notification system (Mission system) shall notify the operators of alarms when not at the treatment plant. The Owner shall configure their existing notification system to provide major alarm notification. The alarm notification system shall dial operators with recorded messages upon a major alarm. The Integrator shall anticipate changes in the alarm notification groups. Alarm notification system alarms shall be grouped into the following categories (channels):
1. Building alarms (fire, intrusion, common)
  2. Generator alarm
  3. Headworks alarm
  4. Anaerobic, anoxic, aeration basin, and clarifier alarm
  5. DO, Blower alarm
  6. RAS/WAS/Scum alarm
  7. Inplant pumpstation
  8. Dewatering facility alarm (future)
- E. Data Acquisition (PLC/HMI): the control system shall accurately record the following information and make it accessible to plant staff at the HMI.
1. Daily and total runtime of each motor in hours with an accuracy of 0.1 hours. The total runtime must be able to track a minimum of 500,000 hours of operation.
  2. Daily and total motor starts for each motor. This must be able to track the number of off to on transitions the motor makes. The total motor starts must be able to track 100,000 starts.
  3. Daily and total open transitions for each valve. This must be able to track the number of closed to open transitions the valve makes. The total open transitions must be able to track 100,000 transitions.
  4. All analog instrumentation signals are to be trended.
  5. Devices controlled by a PID algorithm shall be provided with an HMI trend showing the process variable, control variable, and setpoint.

Additional information may be added to provide better understanding of the process control.

6. Daily and total flow volumes for each flowmeter. Each flowmeter has an analog flow signal as well as a digital volumetric signal.
    - a) Volumes shall be calculated by the digital volumetric signal and not by integrating the analog signal over time.
    - b) The daily total volume shall be recorded for a period of seven days in the PLC for display at the HMI. An HMI trend of the total is specifically precluded from this specification, a direct comparison of seven numbers representing the flow from the last seven days is required.
  7. The HMI shall record values in a Microsoft Access format for reporting purposes. The HMI software to database software connectivity shall be accomplished using ODBC or other connectivity standard explicitly approved by the Engineer.
- F. Data Acquisition and Reporting (Microsoft Access Database): Reports shall be required of the SCADA system as detailed in these specifications.
1. Report data shall originate from data acquired into Microsoft Access from the HMI. Data acquired for reports shall be made part of a permanent record.
  2. Acquired data for reports shall be permanently recorded. The Integrator shall ensure the data is easily backed up to CD or DVD.
  3. Reports shall be monthly and yearly.
- G. Power-failure procedure. The PLC is on a UPS to maintain control during a power failure. Upon utility failure and both the cutover from utility to generator and back from generator to utility power, the PLC shall perform the following control:
1. Alarms shall be suppressed for 120 seconds after a power failure so that the emergency generator has the opportunity to start and failures caused by the power outage may be reset.
  2. If the power failure extends beyond 120 seconds a major alarm shall be generated.
  3. To reduce loading on the generator and electrical system, electrical loads under the control of the PLC shall be added in 50 HP (or less) increments at 30-second intervals.
- H. PLC power-up: When the PLC is powered up, it shall have the default values required by the Engineer.
- I. Spares: The Integrator shall provide 16 hours of additional PLC programming prior to, during or immediately following startup for the sole purpose of integrating the IO designated "spare" in the IO list into the PLC program. The programming to assimilate these points shall only be undertaken with the explicit written approval of the Engineer and shall incur no additional cost to the Owner.

### 2.3 PROCESS CONTROL (LOOP) DESCRIPTIONS

- A. Loop 211, 212 – Existing and new fine screen:

1. Control: None.
  2. Display: The main plant HMI shall display the running and fail status of each finescreen. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  3. Reports: None
  4. Process Notes:
    - a) SC211 (Phase 1, SC21-f, phase 2), In channel fine screen, 6 mm openings, 2 hp motor (Class 1 Div 1) – manufacturer provided panel and SV214 (SV215-f) solenoid valves on screen spray washers -controlled from screen panel.
    - b) SC213x, existing In-channel fine screen, 3 mm openings, 2 hp motor (not in classified space); existing control panel relocated and SV216 (new) solenoid valve on screen spray washers -controlled from screen panel.
- B. Loop 210, 230 – Influent flow and sampling:
1. Control: None. The sampler shall be electrically connected to the influent flow signal.
  2. Display: The HMI shall display the flow, 24-hour flow, and total flow of the flowmeter. The HMI shall display all required alarms and alarm disables as well as daily and total flow volumes. The daily total volume shall be recorded for a period of seven days in the PLC for display at the HMI. The alarm status of the sampler shall be displayed, this shall be a minor alarm.
  3. Reports: The daily flow shall be acquired and displayed as well as the minimum flow, maximum flow, and average flow aggregated over one month and one year.
  4. Process Notes:
    - a) FE210, ultrasonic head (Class 1 Div 1) and transmitter (not in classified space) for influent flow meter, on 9" Parshall flume; constant flow rate monitoring and recording and totalized flow ongoing and for each 24 hour segment.
    - b) SA231, influent refrigerated composite sampler (not in classified space), flow-paced from FE210 flow rate signal. Electrical will provide plug in for signal.
- C. Loop 221 – Grit Chamber Drive (constant speed):
1. Control: None
  2. Display: The HMI shall display the running and fail status of the grit chamber drive. The HMI shall have a popup screen in which the mixer may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  3. Reports: None
  4. Process Notes: GR221, mechanical grit chamber drive, 0.5 hp motor (Class 1 Div 1). Manual on/off; alarm failure.



- D. Loop 222-226 – Grit Separator/Washer (LCP):
1. Control: At start of cycle, solenoid valve (SV224) shall come on for 1 to 5 minutes (operator adjustable time) prior to start of grit pump (P222) and classifier (GC223) and stay open for 1 to 5 minutes (operator adjustable time) after startup of pump & classifier. Grit pump (P222) and classifier operation (GC223) shall be turned on from an operator set time cycle for an adjustable length of time after solenoid valve (SV224) has come on. Classifier solenoid valve (SV225) shall be controlled as per classifier manufacturer requirements. If the low level float (LSL 226) deactivates, grit pump (P222) shall stop. Control shall include moisture and temperature sensor signals from submersible pump (if provided on pump), control and status relay equipment, solenoid valve controls, communication with plant monitoring and alarm system and appurtenances. Sequence initiation will be from the following:
    - a) Pushbutton
    - b) Grit Sequence Timer will enable the operator to start the grit system based on the time of day between 1 and 8 times per day.
  2. Display: The main plant HMI shall display the running and fail status of the Grit Separator/Washer. Alarms: Grit separator/classifier system & drive failure, pump high moisture, high temp & failure. The user shall have access to required data on the grit pump motor such as start/stop cycles and runtimes.
  3. Reports: None
  4. Process Notes: GC223, cyclone grit separator and classifier, 2 hp motor (Class 1 Div 1), SV225, solenoid valve to classifier sprays, and SV224, solenoid valve to grit chamber cone (both Class 1 Div 1), P222, grit pump, 200 gpm, 7.5 hp motor, submersible with on shelf standby, and LSL226, level sensor (float switch) are all controlled one control logic. Operation: At start of cycle, solenoid valve (SV224) shall come on for 1 to 5 minutes (operator adjustable time) prior to start of grit pump (P222) and classifier (GC223) and stay open for 1 to 5 minutes (operator adjustable time) after startup of pump & classifier. Grit pump (P222) and classifier operation (GC223) shall be turned on from an operator set time cycle for an adjustable length of time after solenoid valve (SV224) has come on. If the low level float (LSL 226) deactivates, grit pump (P222) shall stop. Classifier solenoid valve (SV225) shall be controlled as per classifier manufacturer requirements. Control shall include moisture and temperature sensor signals from submersible pump (if provided on pump), control and status relay equipment, solenoid valve controls, communication with plant monitoring and alarm system and appurtenances. Alarms: Grit separator/classifier system & drive failure, pump high moisture, high temp & failure.
  5. Civil Notes: The Master Timer Initiates The Grit Extraction Sequence At An Operator Set Interval. Say, For Instance, The Operator Could Specify That The Grit Extraction Sequence (Which Is A Discrete Period Of Time) Happen At 10:00 A.M. In The Morning Each Day And At 7:00 P.M.

Having 8 Or So Available Daily Time Slots Would Be Nice. The Operator In Practice, Would Probably Use Only One Or Two, Depending On The Degree Of Grit Buildout, But Having An Option For More Provides Flexibility.

- E. Loop 241-243– Headworks Odor Control Blowers and Combustible Gas Detection
  - 1. Control: The blower is to run at low speed to provide a minimum of six air changes per hour to the pretreatment room. The fan shall switch to high speed under any of the following circumstances:
    - a) The combustible gas detector is in alarm (nominally this is set at 10%LEL).
    - b) One or more of the High/Low speed manual pushbuttons is activated.
  - 2. Display: A major alarm shall occur if the flow switch deactivates. A major alarm shall occur if the combustible gas detector is in alarm.
  - 3. Reports: None
  - 4. Process Notes: None
- F. Loop 311-318 – Mixers (constant speed):
  - 1. Control: When in auto, the mixers are turned on. They may also be turned on and off manually at the HMI by the operator.
  - 2. Display: The HMI shall display the running and fail status of the mixer. The HMI shall have a popup screen in which the mixer may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  - 3. Reports; None
  - 4. Process Notes:
    - a) MIX311-318, high speed floating mixers in anoxic basins 1, 2 & 3, with 7.5 hp constant speed motors. Manual on/off control with control at each basin power feed to mixer.
    - b) MIX317-318-f for future Anoxic Basin #4.
- G. Loop 341-345, 346-349 – MLSS Recirculation pumps (variable speed):
  - 1. Control: When in auto, the pumps are turned on. The speed of the pump is set by an operator adjustable speed setpoint and is not flow paced or otherwise controlled. They may also be turned on and off manually at the HMI by the operator.
  - 2. Display: The HMI shall display the running and fail status of the pump. The HMI shall have a popup screen in which the pump speed may be altered or the mixer may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  - 3. Reports: None
  - 4. Process Notes:
    - a) P341/P342/P343/P344, submersible mixed liquor recirculation (MLR) pumps, for AB1, 2, 3 & 4, on VFD, with 15 hp motors,

inverter duty, manual control of pump speed using flow readout from FE346/FE347/FE348/FE349. Moisture, temperature monitoring, alarm.

- b) P345, uninstalled standby pump, with 15 hp inverter duty motor for standby for P341/P342/ P323 and P344.
- c) FE346/FE347/FE348/FE349, 6” magnetic flow meters, one for each existing aeration basin MLR pump

H. Loop 321-326 – Aeration Blowers (variable speed):

1. Control: When in auto, if a blower is selected to provide oxygen to an aeration basin or digester basin it shall be turned on (activated). When a blower is not selected to provide oxygen to an aeration basin it shall be shut off. The DO sensors in the Aeration/digester Basins control the speed of the blower. The blowers may also be controlled manually at the HMI by the operator.
  - a) Proportional-integral-derivative (PID) algorithms shall be tuned to control the speed of each blower. The process variable shall be the average DO, the control variable shall be the blower speed, and the setpoint shall be operator adjustable. The PID shall be correctly tuned to prevent oscillation of the blower speed yet provide sufficient response to keep the DO close to the setpoint under varying conditions.
  - b) There are six installed blowers and four aeration basins and one digester basin so there is a 6:5 relationship between the blower and the DO measurement. Manual valves are used to direct the flow. The PID algorithms shall control the blowers in any of the following scenarios:
    - 1) Blower 321 provides air to Aeration Basin 1 or 2.
    - 2) Blower 322 provides air to Aeration Basin 2 or 3.
    - 3) Blower 323 provides air to Aeration Basin 3 or 4.
    - 4) Blower 324 provides air to Aeration Basin 4.
    - 5) Blower 325 provides air to the digester basin.
    - 6) Blower 326 provides air to the Aeration Basin 1 or the digester basin.
2. Display: The HMI shall display the running and fail status of the blowers. The HMI shall have a popup screen in which the blower speed may be altered or the blower may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  - a) There are six blowers and five aerated basins so there is a 6:5 relationship between the blower and the DO measurement. The display shall enable the operator to set the blowers to use the appropriate DO measurement (as well as activate the correct blower). The display shall support the scenarios described in the Controls section.
3. Reports: None

4. Process Notes:
  - a) B321/B322, blowers for Aeration Basin (AB) 1 and AB2 with built in vfd's and 50 hp inverter duty motors
  - b) B323, blower designated for AB3 with built in vfd and 75 hp inverter duty motor
  - c) B324-f, blower designated for AB4, provided and installed in Phase 2, with 75 hp inverter duty motor
  - d) B325x, existing Digester Blower with built in vfd and 100 hp inverter duty motor
  - e) B326x, existing standby blower, with 100 hp inverter duty motor.
  
- I. Loop 331-338 – Dissolved Oxygen measurement (DO):
  1. Control: The speed of the blower is controlled by the DO measurement. A time-weighted DO shall be calculated that does not fluctuate with spurious signals from the DO probes. An alarm shall occur if the average DO rises above a high-level alarm setpoint or falls below a low-level alarm setpoint in each basin.
  2. Display: The real-time DO of each aeration basin shall be displayed as well as the time-weighted DO for each aeration basin.
  3. Reports: The minimum, maximum, and average daily DO shall be calculated and recorded for each aeration basin.
  4. Process Notes:
    - a) AE331x/AE332x/AE333x/AE334x, existing DO Sensors to control dissolved oxygen in existing aeration basins #1 and #2, signal used for controlling blower output to each respective basin. Each AB will have 2 sensors.
    - b) AE335/AE336, new Dissolved Oxygen Sensors to control dissolved oxygen in existing aeration basin #3, signal used for controlling blower output to existing aeration basin #3.
    - c) AE337-f/AE338-f are DO Sensors for AB #4, provided and installed in Phase 2.
  
- J. Loop 411, 421, 431, 441 – Clarifiers (constant speed):
  1. Control: When in auto, the clarifier is turned on. A high torque signal shall produce an alarm but not shut down the clarifier. A high-high torque signal shall produce an alarm and shut down the clarifier. The clarifiers may be turned on and off manually at the HMI by the operator.
  2. Display: The HMI shall display the running and fail status of the clarifiers. The HMI shall have a popup screen in which the clarifiers may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
  3. Reports: None
  4. Process Notes:
    - a) CL411x/CL431x, existing 45' diameter Clarifiers #1 and #3 with 0.75 hp drives.
    - b) CL441, new 45' diameter Clarifier #4 with 1 hp drive.

- c) CL421-f, 45' diameter Clarifier #2, to be installed in Phase 2 with 1 hp drive.
- K. Loop 414-445, 451-454, 480-481 – Scum system:
1. Control: The scum system consists of three scum manholes with level sensors (float switches), three scum valves, one scum pump, and one scum flowmeter. When in auto, the pump and valves shall act in concert to empty the scum manholes without operator input. Operation of the scum system involves the following:
    - a) The scum manhole shall fill until the high level float activates.
      - 1) The appropriate valve shall open. Valves to the other manholes shall remain closed.
      - 2) If a high level float does not activate within an operator adjustable time (i.e. 30 days), a failure to fill alarm shall be generated for that manhole. This shall be a minor alarm.
    - b) The scum pump shall start.
    - c) The scum manhole shall empty until the low level float deactivates.
      - 1) When the low level float deactivates the scum pump shall stop.
      - 2) If the low level float fails to deactivate within an operator adjustable time (i.e. 30 minutes), the scum pump shall stop and a failure to empty alarm shall be generated for that manhole. This shall be a major alarm.
    - d) The opened valve shall close.
    - e) If a high level float signal is activated from a second manhole while the scum system is emptying the first manhole, the initiation of this sequence for the second manhole shall await completion of this sequence for the first manhole.
  2. Display: The HMI shall display the running and fail status of the mixer. The HMI shall have a popup screen in which the mixer may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes. The user shall have access to required data on the flowmeter.
  3. Reports: None.
  4. Process Notes:
    - a) P481x, Scum Pump (existing P622x, currently located in Blower Bldg to be relocated as shown) with constant speed 5 hp motor. Control: when high level float in one of scum manholes or clarifier scum boxes indicates high level, motor operated scum valve CV451, CV452, CV45 or CV454 for respective source is opened, Scum pump comes on and pumps scum from manhole/box until shut down by low level switch.
    - b) CV414 from Clarifier #1 scum box, CV424 from Clarifier #2f & #3 scum box, CV434 from Anoxic Basins Scum Manhole and

CV444 from Clarifier #4 scum manhole; motor operated 4" plug valves for each scum line from respective scum manhole or clarifier scum box with level switches with same middle number as follows.

- c) LSH/LSL415 Clarifier #1 scum box, LSH/LSL425 from Clarifier #2f & #3 scum box, LSH/LSL435 from Anoxic Basins Scum Manhole and LSH/LSL445 from Clarifier #4 scum manhole; level switches.
  - d) FE480, 2" magnetic flow meter measuring pumped scum flow.
- L. Loop 412, 422, 432, 442, 461-465 – Return Activated Sludge (RAS) Pumping (variable speed):
1. Control: When in auto, if a pump is selected to return sludge it shall be turned on (activated). When a pump is not selected to return sludge it shall be shut off. The speed of the pump is controlled by the flowmeters in the pipe from the clarifier. The pumps may also be controlled manually at the HMI by the operator.
    - a) Proportional-integral-derivative (PID) algorithms shall be tuned to control the speed of each pump. The process variable shall be the RAS flow, the control variable shall be the pump speed, and the setpoint shall be operator adjustable. The PID shall be correctly tuned to prevent oscillation of the pump yet provide sufficient response to keep the flow close to the setpoint under varying conditions.
    - b) There are five pumps and four flowmeters (one per clarifier) so there is a 5:4 relationship between the pumps and the flow measurement. Any of the four RAS pumps may be selected to be control by any of the three flowmeters.
  2. Display: The HMI shall display the running and fail status of the RAS pumps. The HMI shall have popup screens in which each pump speed may be altered or the pump may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes.
    - a) There are four pumps and three flowmeters (one per clarifier) so there is a 4:3 relationship between the pumps and the flow measurement. The display shall enable the operator to select any of the three flowmeters to control any of the four RAS pumps.
    - b) Two pumps may not be selected to be controlled by the same flowmeter.
    - c) The display must enable the operator to shut down a clarifier so that there is no activated sludge returned from it.
  3. Reporting: The minimum, maximum, and average daily flow shall be calculated and recorded for each clarifier.
  4. Process Notes:
    - a) FE412/FE432/FE442, 6" magnetic flow meters, measuring return sludge from existing Clarifiers #1 and #3, and new clarifier #4

- b) FE422-f, 6" magnetic flow meter, return sludge from Phase 2 Clarifier #2, provided in this contract for installation in Phase 2.
  - c) P462/P463/P464/P465, RAS pumps, one from each clarifier + 1 standby, each on vfd's, manual or flow paced flow control with 10 hp inverter duty motors.
  - d) P461-f, RAS pump for Phase 2 Clarifier #2 on vfd, manual or flow paced flow control with 10 hp inverter duty motor.
- M. Loop 413, 423, 433, 443, 470-472 – Waste Activated Sludge (WAS) Pumping:
1. Control: The WAS system consists of four WAS valves, two WAS pumps, and one WAS flowmeter. When in auto the WAS valves, WAS pumps, and WAS flowmeter shall act in concert to waste a specified amount of sludge from each clarifier without operator input. This involves the following:
    - a) The operator shall set the period of wasting for each clarifier. At the start of the period, the appropriate valve shall open. Valves to the other clarifiers shall remain closed.
    - b) After the clarifier valve opens, the lead WAS pump shall start. The WAS pump shall pump sludge at a flow selected by the operator.
      - 1) The lead pump shall alternate each time the pump is stopped.
      - 2) If one WAS pump fails, the backup pump shall be the lead pump.
      - 3) If the WAS pump cannot maintain the specified flow, a minor alarm shall occur. If the WAS pump cannot maintain 25% of the specified flow a major alarm shall occur and the WAS sequence shall proceed without wasting the required amount.
    - c) The lead WAS pump shall stop after an operator set volume of sludge has been pumped.
    - d) The opened WAS valve shall close.
    - e) If the period of a second (or third) clarifier elapses while the WAS pump is wasting the first clarifier, the initiation of this sequence for the second (or third) clarifier shall await completion of this sequence for the first clarifier.
  2. Display: The HMI shall display the running and fail status of the WAS valves and WAS pumps. The HMI shall have popup screens in which each valve may be manually opened, closed, or placed into auto. The HMI shall have popup screens in which each pump's speed may be altered or the pump may be manually started, stopped, or placed into auto. The user shall have access to required data on the valves and motors such as open/close or start/stop cycles and runtimes. The HMI shall provide the following operator input and information for each clarifier:

- a) Period of wasting setpoint in hours to the tenth of an hour (i.e. 4.5 hours). The time until the next wasting cycle begins shall be displayed (same precision as period).
  - b) Flow of wasting setpoint in GPM to the GPM (i.e. 15 GPM). The actual flow shall be displayed (same precision as flow).
  - c) Volume of wasting setpoint in gallons to the nearest gallon (i.e. 150 gallons). The volume currently wasted shall be displayed, this volume shall remain displayed until 1 minute before the next cycle starts (same precision as volume). This value shall be a number calculated from the flowmeter, an estimation based on the setpoint is specifically precluded by this specification.
  - d) Each clarifier shall have its own wasting period, flow setpoint, and volume setpoint. It shall not be assumed that all clarifiers have the same wasting requirements.
3. Reporting: The daily volume wasted shall be calculated and recorded for each clarifier.
4. Process Notes:
- a) CV413/CV433/CV443, motor operated 4" plug valves for wasting sludge from return sludge line from Clarifiers #1, #3 and #4 and CV423-f, Phase 2 motor operated 4" plug valve for wasting sludge from return sludge line from Phase 2 Clarifier #2. Operation rotates wasting sludge from each clarifier in operation, so that wasting is from different clarifier each time cycle operate set for wasting desired total volume of sludge each day.
  - b) P471/P472, Waste Sludge (WAS) pumps, 1 standby (timed on; total flow off) with 7.5 hp motor.
  - c) FE470, waste sludge (WAS) 3" magnetic flow meter measuring flow to WAS pump.
- N. Loop 191-192 – In-Plant Pumpstation LCP (packaged system):
- 1. Control: None.
  - 2. Display: The HMI shall display the alarm status of the In-Plant Pumpstation. This shall be a major alarm.
  - 3. Reporting: None
  - 4. Control Notes: P191 & P192, duplex alternating pump station, each pump with 5 hp motor; level control, moisture and temperature monitoring, alarm.
- O. Loop 620, 621, 631 –Thickener Building:
- 1. Control: None.
  - 2. Display: Standard flowmeter displays for FE630.
  - 3. Reports: None.
  - 4. Process Notes:
    - a) Th621, drum thickener, with 5 hp drive motor and control panel. Control panel with influent sludge flow rate readout from FE820



and control of P491 thickener feed sludge pump in Sludge Pump Room (or P492-f, future standby thickener/centrifuge feed pump).

- b) TH621a, polymer mix and aging system tank and mixer with 0.5 hp motor.
  - c) FE620, Sludge Feed 3” magnetic-type flow meter, with flow rate readout in thickener control panel and rate and totalizer to SCADA.
  - d) CFS631, polymer feed system feed system with control panel and manual feed rate control.
- P. Loop 821 – Centrifuge (packaged system):
- 1. Control: None.
  - 2. Display: The HMI shall display the alarm status of the centrifuge. The alarm shall be a minor alarm.
  - 3. Reports: None
  - 4. Process Notes:
    - a) CEN821, centrifuge main drive, 50 hp motor, and CEN822, centrifuge back-drive, 10 hp motor/generator, are located in the Centrifuge Room, Dewatering Building; with starters in and power fed from, and controlled from, the manufacturer, Alfa Laval, supplied control panel; which also controls:, M823, dewatered sludge screw auger conveyor control, CFS811, polymer feed system control and P493, centrifuge sludge feed pump and receives FE820, Sludge Feed flow meter signal for flow control of P493.
    - b) CFS811, polymer make-up system, 5 hp total power requirement, includes control panel with flow rate control from CEN821 control panel.
    - c) FE820, Sludge Feed 3” mag flow meter in sludge feed line from P493 rotary lobe sludge feed pump to Centrifuge (located in Dewatering Bldg).
    - d) M823, dewatered sludge screw/auger conveyor with reversing 5 hp motor (direction controlled automatically from Centrifuge control panel.
    - e) M824, dewatered sludge truck loading auger with manually controlled reversing 3 hp motor.
    - f) CFS811, polymer feed system with neat polymer makeup (polymer diluted with UW water) which feeds to two – 100 gallon tanks with mixers and level control to stop polymer feed when full, each with flash mixer; aged mixed polymer fed into sludge feed line upstream of centrifuge; total power draw, approximately 5 hp. Has its own control panel. Polymer solution feed rate controlled from centrifuge control panel.
    - g) B825-fan, pad-mounted Dewatering Building air ventilation fan to odor scrubber OS251, 4,000 cfm capacity, 10 hp motor, at Dewatering Bldg/Headworks Odor Scrubber. Fan control from

Operator set variable frequency drive, speed/ventilation airflow control (location?).

- h) OS851, Odor Scrubber System, 6,000 cfm capacity, unknown power requirements and controls, if any; located South of Centrifuge Room, Dewatering Building.
  - i) P491, Thickener sludge feed pump, with vfd and 10 hp inverter duty motor, manual flow rate and on/off control from Thickener Control Panel.
  - j) P493, centrifuge feed pump, with vfd control and 15 hp inverter duty motor, manual flow rate and on/off control from Centrifuge control panel.
  - k) P492 -f, Rotary lobe pump, standby in Phase 2 for backup of P492, with vfd control from either thickener or centrifuge control panel, with 15 hp inverter duty motor.
- Q. Loop 710 – UV Disinfection LCP (packaged system):
- 1. Control: None.
  - 2. Display: The HMI shall display the on status and alarm status of the In-Plant Pumpstation. The alarm shall be a major alarm.
- R. Loop 420, 460 – Effluent flow and sampling:
- 1. Control: None. The sampler shall be electrically connected to the sampler signal.
  - 2. Display: The HMI shall display the flow, 24-hour flow, and total flow of the flowmeter. The HMI shall display all required alarms and alarm disables as well as daily and total flow volumes. The daily total volume shall be recorded for a period of seven days in the PLC for display at the HMI. The alarm status of the sampler shall be displayed, this shall be a minor alarm.
  - 3. Reports: The daily flow shall be acquired and displayed as well as the minimum flow, maximum flow, and average flow aggregated over one day and one month.
- S. Loop 541-542 – Utility Water supply (constant speed):
- 1. Control: The utility water supply system consists of two utility water pumps with one pressure transducer. When in auto the pumps shall maintain pressure in the utility water tank without operator input. This involves the following:
    - a) If the pressure goes below a low-pressure setpoint (~80 psig), the lead utility water pump shall start.
      - 1) The lead pump shall alternate each time the pump is stopped.
      - 2) If one pump fails, the backup pump shall be the lead pump.
    - b) If the pressure goes above a high-pressure setpoint (~100 psig), the lead utility water pump shall stop.

- 1) If the pressure stays below the low-pressure setpoint for a period of five minutes, a utility water low-pressure major alarm shall be generated.
  - 2) If the pressure fails to increase to the high-pressure setpoint within an operator adjustable time (i.e. 120 minutes), the utility pump shall stop and a failure to pressurize utility water tank minor alarm shall be generated.
2. Display: The HMI shall display the running and fail status of the pumps. The HMI shall have a popup screen in which the pumps may be manually started, stopped, or placed into auto. The user shall have access to required data on the motors such as start/stop cycles and runtimes. The status of the pressure switches shall be displayed. The time elapsed from the last low-pressure switch deactivation and high-pressure switch activation shall be displayed.
  3. Reports: None
  4. Process Notes: P541x & P542x, existing Utility Water pump system, each pump with 15 hp motor.
- T. Loop 551-552 – Air gap system pumps (packaged system):
1. Control: None
  2. Display: None
  3. Reports: None
  4. Process Notes: P551x & P552x, existing Air gap system pumps on PW system, each with 3 hp motor.
- U. Loop 510-552 – Chlorine contact basins and digester piping modifications:
1. Control: None
  2. Display: None
  3. Reports: None
  4. Process:
    - a) CFS510x, Existing Hypochlorite feed system
    - b) SA535, effluent refrigerated sampler, flow paced from FE210
    - c) UV520-f, UV disinfection system in Phase 2, low pressure, high intensity, 45 kVA, with BL521-f, Package Air Blower (starter in UV panel), 460 v, 3 ph, ~ 3 hp-f
    - d) CR522-f, overhead crane, electric drives (hoist truck & bridge) and hoist for removing UV modules, Phase 2
    - e) P531-f, UW pump vertical turbine pump, phase 2 with 15 hp motor; with PIT530-f , UW pressure control, 85 – 105 psig, Phase 2
    - f) P721x & P722x, existing effluent pumps, each with 50 hp motor.
    - g) P723-f, effluent pump, Phase 2, with 50 hp motor
    - h) A611x, existing floating aerator, with 7.5 hp motor, manual on/off control.
- V. Loop 825, 827– Dewatering Building Odor Control Blowers

1. Control: The blower is to run at a speed set by the operators.
2. Display: A major alarm shall occur if the flow switch deactivates.
3. Reports: None
4. Process Notes: None

## 2.4 SEQUENCE TABLES

- A. The control system shall be programmed to provide specified sequences. The sequences are set up in table format with a step number, what initiates that step, the action the PLC takes during that step, the device number that performs the action, and the time allotted for the step before a sequence alarm is generated. When any sequence is performed, the HMI shall provide the step number and a description of the step to the operator as well as an estimate of the time required until the next step. When the sequence is not being performed the HMI shall display the step number as zero or null and the step description shall state that the sequence is not being performed. The asterisk (\*) designates a value that may be altered at the HMI.
- B. There are no sequences required of this plant.

**END OF APPENDIX**

**EXHIBIT B**  
**ELECTRICAL CONSTRUCTION COST ESTIMATE BACKUP**  
*Advance Industrial Automation*

PROJECT: WASTEWATER TREATMENT PLANT- TASK 1 DATE: 2/8/08  
 OWNER: CITY OF GIG HARBOR JOB NO: 0704  
 ESTIMATE BY: JON MATHISON, P.E.  
 BASE RATES: CONTRACTOR: \$63/HR, INTEGRATOR: \$80/HR ESTIMATE PHASE: Prelim. Design  
 RSMMeans city cost index multiplier city: Tacoma, Washington (closest comparison to Gig Harbor)

NO	DESCRIPTION	QUANTITY		MATERIAL		LABOR		TOTAL
		MEASURE	UNIT	PER UNIT	TOTAL	PER UNIT	TOTAL	
<b>K</b>	<b>PLANT CONTROL AND SIGNAL SYSTEM</b>							
1	<u>Material</u>							
	HMI (4) locations	1	JOB	42,847.00	42,847			42,847
	Panel PCP-100, 200, 300	1	JOB	59,886.00	59,886			59,886
	Instrumentation (includes flowmeters)	1	JOB	31,574.00	31,574			31,574
2	Basis Design and Coordination	1	JOB			4,430.00	4,430	4,430
3	<u>Design</u>							
	Control drawings	1	JOB			14,800.00	14,800	14,800
	PLC programming	1	JOB			12,435.00	12,435	12,435
	HMI	1	JOB			17,720.00	17,720	17,720
	Data Acquisition	1	JOB			670.00	670	670
	Submittals	1	JOB			5,895.00	5,895	5,895
	Other services	1	JOB			1,930.00	1,930	1,930
4	Startup	1	JOB			13,490.00	13,490	13,490
5	Commissioning (test / training)	1	JOB			10,045.00	10,045	10,045
6	Warranty (1 year)	1	JOB			3,940.00	3,940	3,940
7	Expenses	1	JOB			2,153.00	2,154	2,154
	<b>SUBTOTAL</b>							<b>221,816</b>

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CULTURAL RESOURCE CONSULTANTS, INC.**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cultural Resource Consultants, Inc., a corporation organized under the laws of the State of Washington located and doing business at 8001 Day Road West, Suite B, Bainbridge Island, WA 98110. (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Wastewater Treatment Plant Expansion 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 Work, dated September 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Project Scope and Fee Agreement**, 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 Thirteen Thousand Five Hundred Dollars and no cents (\$13,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Project Scope and Fee Agreement**. 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 December 31, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Fee Agreement 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:  
CULTURAL RESOURCE CONSULTANTS, INC.  
Attn: Glenn D. Hartmann, President/Principal Investigator  
8001 Day Road West, Suite B  
Bainbridge Island, WA 98110  
206-855-9020  
Fax 206-855-9081

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
CULTURAL RESOURCE CONSULTANTS, INC.  
Attn: Glenn D. Hartmann, President/Principal Investigator  
8001 Day Road West, Suite B  
Bainbridge Island, WA 98110  
206-855-9020  
Fax 206-855-9081

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

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: \_\_\_\_\_

\_\_\_\_\_

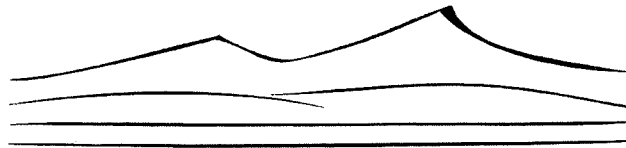
\_\_\_\_\_

(print or type name)

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

\_\_\_\_\_

My Commission expires: \_\_\_\_\_



Cultural Resource Consultants, Inc.

**PROJECT SCOPE AND FEE AGREEMENT**

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CLIENT:	City of Gig Harbor
PROJECT:	Archaeological Monitoring
LOCATION:	Gig Harbor, Washington
ANTICIPATED PROJECT DATES:	January - December 2009

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City of Gig Harbor is requesting periodic archaeological monitoring during construction activities in Gig Harbor, Washington. Cultural Resource Consultants, Inc. (CRC) will provide the following project components as part of these archaeological monitoring activities.

**Archaeological Monitoring Plan:** CRC will prepare an archaeological monitoring plan within 10 days of signed contract.

**Field Monitoring:** CRC will provide archaeological monitoring during construction excavation for identification of archaeological and historical resources, as requested and with 48 hours notice.

**Archaeological Monitoring Technical Memorandum:** CRC will prepare a technical memorandum describing field results for monitoring. Management recommendations will be presented as appropriate.

**Project Schedule:** CRC will monitor during construction activities, as requested. If project schedules change, CRC requests 48 hours notice for scheduling modifications. A technical memo will be submitted within 15 days of monitoring completion.

In order to provide our client with the most effective services, CRC requires the following information prior to commencing work on this project:

- A non-technical description of the project that we may incorporate into our technical memo. This would include a statement defining the overall goal of the project; expected dates of initiation and completion; general methodologies proposed for ground disturbing/construction operations; and projected means to address any environmental mitigation requirements.
- Relevant project plans, blueprints, maps, construction drawings, and as-built schematics, as appropriate. Preferably in PDF format, if available. Client to provide a map defining APE.
- Documentation of previous project-related communication with the Washington State Department of Archaeology and Historic Preservation, if any.



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**FEE**

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Archaeological Monitoring is \$650.00 per day for an estimated 20 days of excavation, maximum \$13,000.00.  
Additional services, as described above, are anticipated to be less than \$500.00.

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**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, WA 98335

**Cultural Resource Consultants, Inc.**  
8001 Day Road W, Suite B  
Bainbridge Island, WA 98110

\_\_\_\_\_  
Name/Title\_\_\_\_\_

\_\_\_\_\_  
Glenn D. Hartmann,  
President/Principal Investigator

Date:\_\_\_\_\_

Date:\_\_\_\_\_



**Subject:** Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements for Harborstone Credit Union (project no. EN-07-0099 Northwood Buildings A and B)

**Proposed Council Action:** Approval of the Sanitary Sewer and Stormwater Agreements as presented.

**Dept. Origin:** Engineering Department

**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** September 22, 2008

**Exhibits:** Two Sanitary Sewer and two Storm Water Maintenance Agreements

Initial & Date

**Concurred by Mayor:**

*CLH 9/18/08*

**Approved by City Administrator:**

*POK 9/18/08*

**Approved as to form by City Atty:**

*CM via fax*

**Approved by Finance Director:**

*NA*

**Approved by Department Head:**

*DB 9/18/08*

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

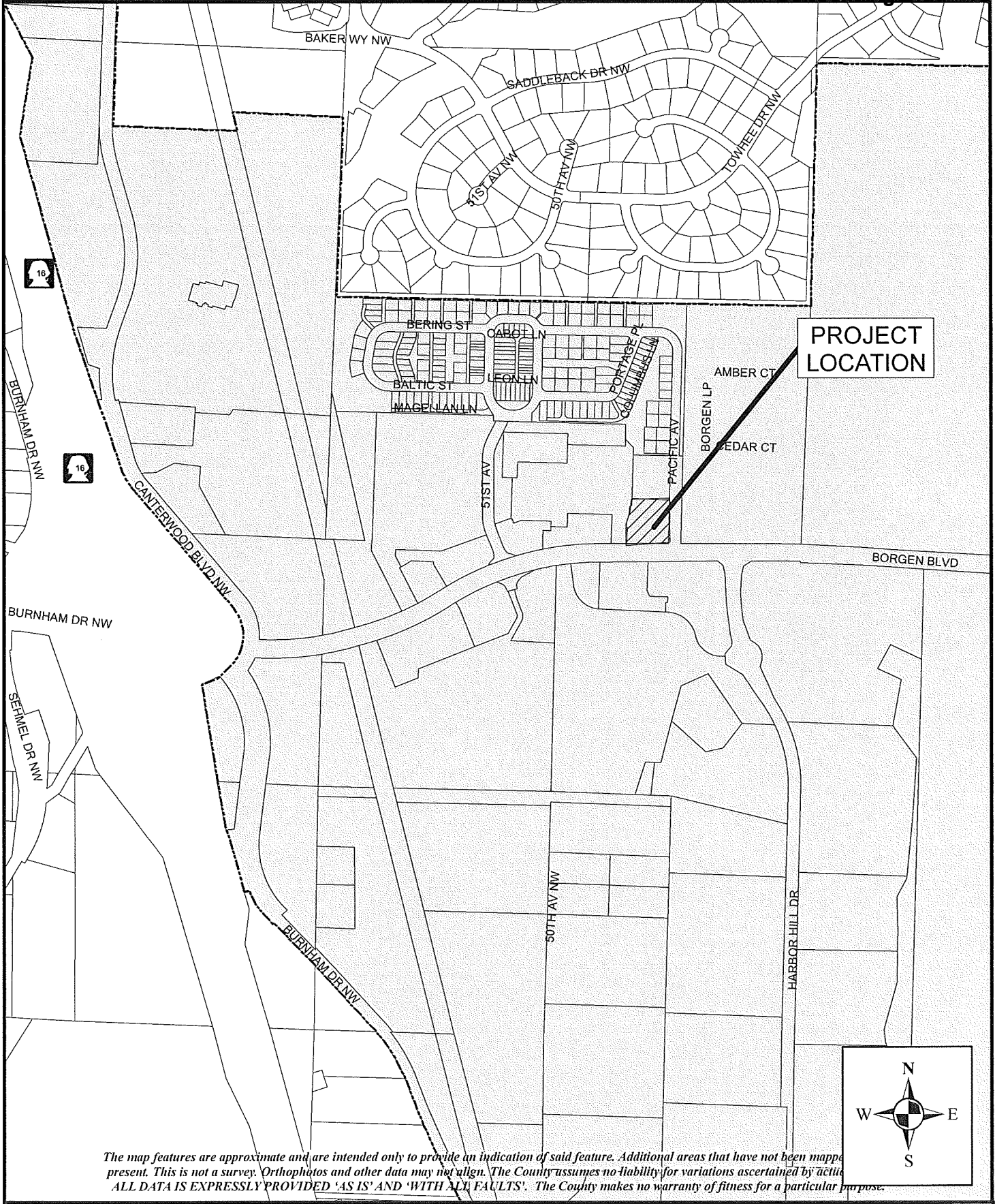
As a condition of project approval of the Northwood Building A and B project located at 4811 Borgen Blvd, Gig Harbor, and owned by Harborstone Credit Union, Sanitary Sewer and Storm Water Facilities Maintenance Agreement(s) are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system and storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of these systems. These agreements allow the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

**FISCAL CONSIDERATION**

No funds will be expended for the acquisition of the described agreements.

**RECOMMENDATION / MOTION**

**Move to:** Approval of the Sanitary Sewer and Stormwater Agreements as presented.



*The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual field work. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.*

**HARBORSTON CREDIT UNION (EN-07-0099)  
VICINITY MAP**

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):  
Sanitary Sewer Facilities Easement and Maintenance Agreement

Grantor(s) (Last name first, then first name and initials)  
Harborstone Credit Union

Grantee(s) (Last name first, then first name and initials)  
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)  
Section 30 Township 22 Range 02 Quarter 34

Assessor's Property Tax Parcel or Account number: 4002850010

Reference number(s) of documents assigned or released:

**SANITARY SEWER FACILITIES EASEMENT  
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Harborstone Credit Union, a Washington Non-Profit Corporation, located and doing business at 6019 Lake Grove SW, Lakewood, WA 98499 (hereinafter the "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harborstone Credit Union located at 4811 Borgen Blvd, Gig Harbor WA, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of C.E.S. NW, Inc., dated 05/08/08 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

### TERMS

**Section 1. Affected Property.** The real property subject to this Agreement is legally described in **Exhibit A**.

**Section 2. Definitions.** As used in this instrument:

A. The word "plat" refers to the Northwood Binding Site Plan No. 08-0002, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

**Section 3. Maintenance Obligations.** The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities.

No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

**Section 4. Notice to City.** The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

**Section 5. Easement for Access.** The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

**Section 6. Assignment to an Owners' Association.** In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

**Section 7. Conveyances.** In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

**Section 8. Rights of the City of Gig Harbor.**

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s)

of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.



**Section 9. Indemnification of City.** The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

**Section 10. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

**Section 11. Terms Run with the Property.** The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

**Section 12. Notice.** All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
Harborstone Credit Union  
6019 Lake Grove SW  
Lakewood, WA 98499

**Section 13. Severability.** Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

**Section 14. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 15. Governing Law, Disputes.** Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

**Section 16. Integration.** This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**THE CITY OF GIG HARBOR**

**OWNER**

By: \_\_\_\_\_  
Its Mayor

By: Phil Jones

Its: PRESIDENT  
Owner, President or Managing Member

Print Name: PHIL JONES

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

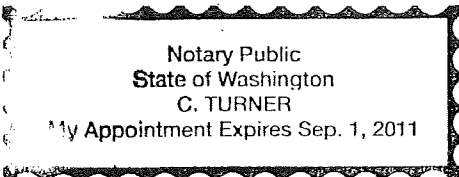
\_\_\_\_\_  
City Clerk

**NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP**

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF Pierce        )

I certify that I know or have satisfactory evidence that Phil Jones 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 Harborstone Credit Union, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/2/08



C. Turner  
Notary Public in and for the  
State of Washington,  
Title: NP  
My appointment expires: 9-1-2011

**CITY OF GIG HARBOR NOTARY BLOCK**

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

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.

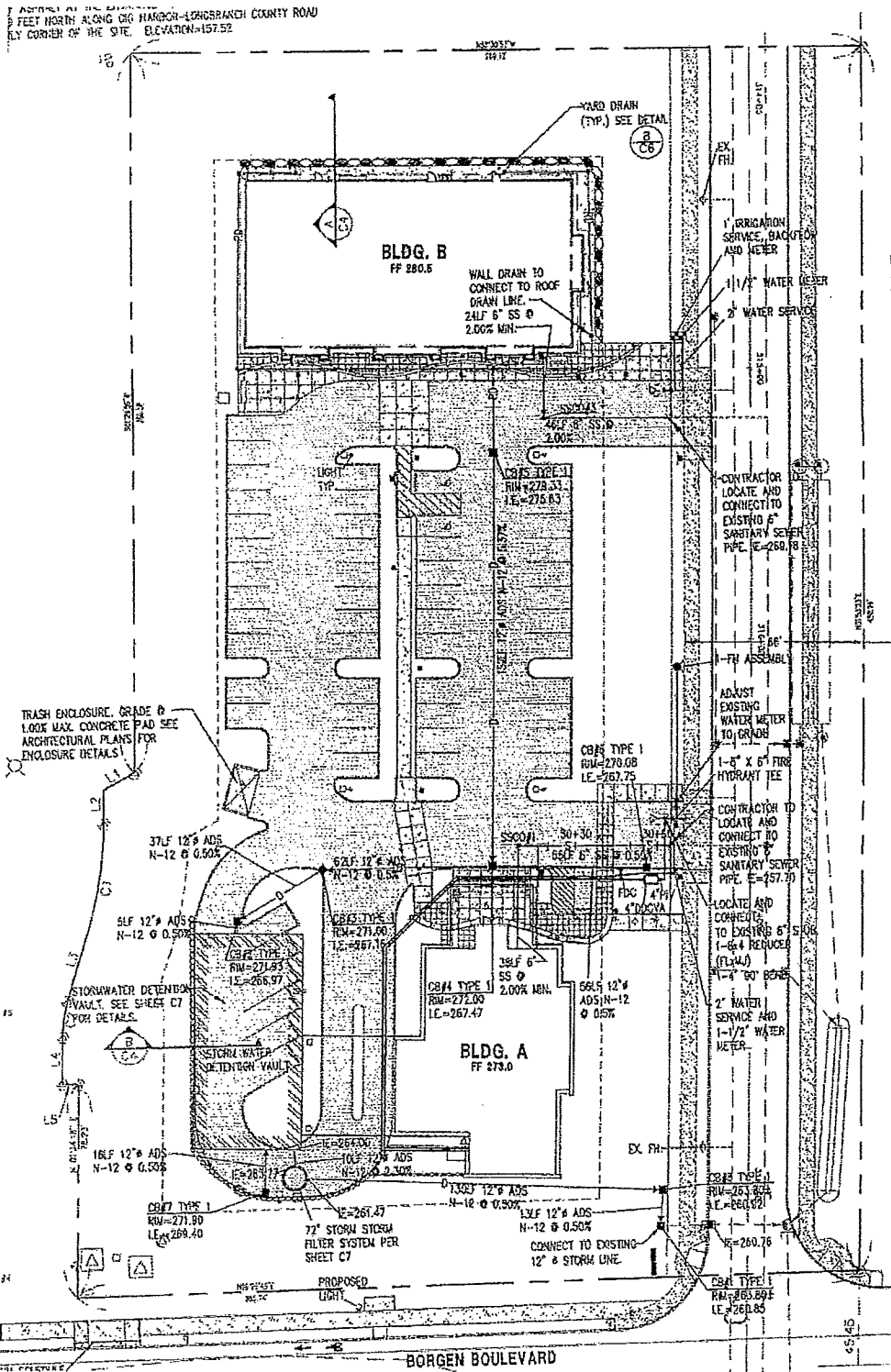
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Lot 1 of Northwood Binding Site Plan No. 08-0002, Recorded May 12, 2008 under Recording No. 200805125001, in Piece County, Washington

EXHIBIT B



**EXHIBIT C**  
**EASEMENT LEGAL DESCRIPTION**

Lot 1 of Northwood Binding Site Plan No. 08-0002, Recorded May 12, 2008 under Recording No. 200805125001, in Piece County, Washington

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**  
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

**Grantor(s) (Last name first, then first name and initials)**  
Harborstone Credit Union

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
Section 30 Township 22 Range 02 Quarter 34

**Assessor's Property Tax Parcel or Account Number:** 4002850010

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_



**STORM WATER FACILITIES MAINTENANCE AGREEMENT  
AND RESTRICTIVE COVENANT**

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Harborstone Credit Union, a Washington Non-Profit Corporation, located and doing business at 6019 Lake Grove SW, Lakewood, WA 98499 (hereinafter the "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harborstone Credit Union located at 4811 Borgen Blvd, Gig Harbor WA, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of C.E.S NW, Inc., dated 05/08/08 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## TERMS

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. Access.** The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
Harborstone Credit Union  
6019 Lake Grove SW  
Lakewood, WA 98499

**Section 10. Severability.** Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

**Section 11. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 12. Governing Law, Disputes.** Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Mayor

OWNER

By: Phil Jones  
Its: PRESIDENT  
(Owner, President, or Managing Member)

Print Name: PHIL JONES

**ATTEST:**

\_\_\_\_\_  
City Clerk

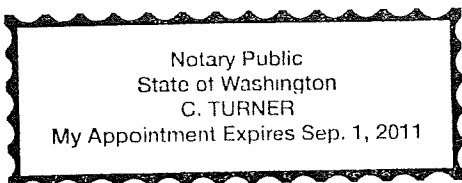
**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I, certify that I know or have satisfactory evidence that Phil Jones 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 Harbor Stone Credit Union, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/2/08



C. Turner  
Notary Public in and for the  
State of Washington,  
Title: Notary Public  
My appointment expires: 9-1-2011

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

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.

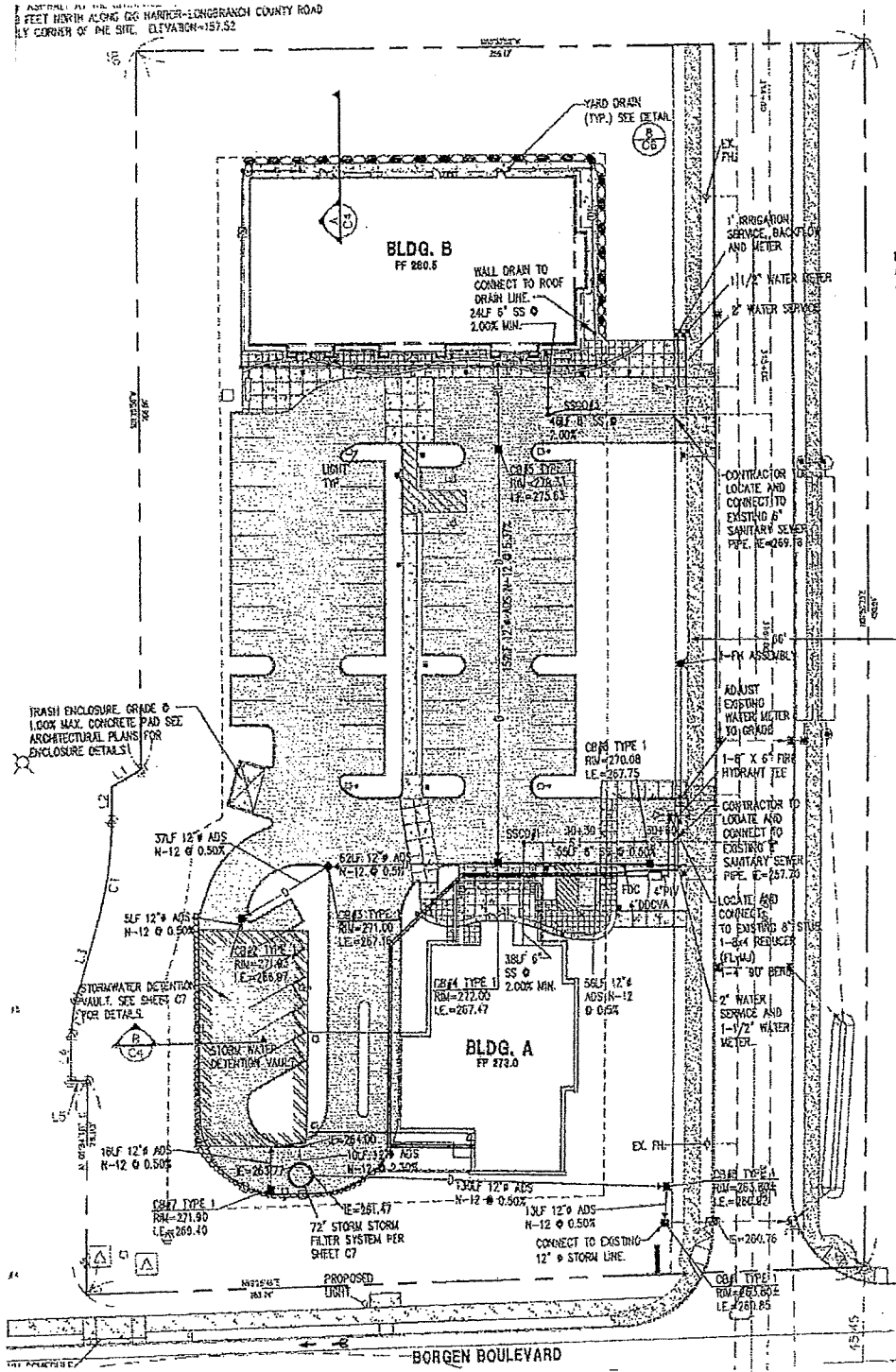
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

Lot 1 of Northwood Binding Site Plan No. 08-0002, Recorded May 12, 2008 under Recording No. 200805125001, in Piece County, Washington

## EXHIBIT B DRAINAGE SYSTEM DRAWING



Kevin Malone *Kaww  
9/2/08*

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**From:** Hendrickson, Willy [hendricksonw@cityofgigharbor.net]  
**Sent:** Thursday, August 28, 2008 2:54 PM  
**To:** kevin.Malone@harborstone.com  
**Cc:** Londgren, Amy  
**Subject:** Maintenance Agreements  
**Attachments:** STORM WATER MAINTENANCE AGREEMENT - Harborstone Credit Union.pdf; SANITARY SEWER FACILITIES MAINTENANCE AGREEMENT - Harborstone Credit Union.pdf

Kevin,  
Per our conversation this afternoon, here are the Storm and Sewer Maintenance Agreements required to be signed by the Credit Union President or Owner and notarized. Please Mail the original back to me for preparation of the Sept 22 Council Agenda.  
Thank You,

*Willy Hendrickson*  
Engineering Technician  
phone: (253) 853-7617  
fax: (253) 853-7597  
hendricksonw@cityofgigharbor.net





**Subject: City Prosecuting Attorney Contract**

**Proposed Council Action:**

Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

**Dept. Origin:** Administration

**Prepared by:** Rob Karlinsey

**For Agenda of:** September 22, 2008

**Exhibits:** Proposed Contract  
Initial & Date

**Concurred by Mayor:** CUH 9/18/08

**Approved by City Administrator:** PK 9/18/08

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** DR 9/18/08

**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required See below	Budgeted See below.	Required \$0

**INFORMATION / BACKGROUND**

In 2005 the City of Gig Harbor conducted a request for qualifications for prosecutions services. As a result of this RFQ process, the City selected Glisson, Altman, and Witt to represent the City as its municipal court prosecutor. The Court and staff have been generally satisfied with the services of this firm and recommend a renewal. Two versions of the proposed renewal are attached to this Agenda Bill. One shows changes from original form and the other is a clean version incorporating the changes.

The contract has expired and Glisson, Altman, and Witt are also requesting a renewal, and the firm is also requesting an increase in the contract amount. The firm has not received in increase since 2006. Prior year June CPI-Ws to go into effect for 2007, 2008, and 2009 have been as follows:

- 2007: 3.3%
- 2008: 4.6%
- 2009: 6.2%
- Total: 14.1%

As a result of these CPI increases, the city administrator is recommending that Glisson be given a discounted, CPI-based increase of 12%, bringing their contract amount from \$6,416 per month to \$7,186 per month (\$86,232 per year).

In addition, the city administrator is recommending that the prosecutor start representing the City on contested traffic infractions when the person cited brings legal counsel to the hearing. For this additional service, the prosecutor is asking for \$100 for each contested traffic

infraction hearing when the respondent brings legal counsel. Over time, the city administrator believes that the financial impact of this additional service will be zero or positive to the City because the word will eventually get out that the City is now being represented on these contested hearings. As a result, the number of contested hearings should eventually go down and court revenues should subsequently go up.

Through approximately August of this year, there have been 44 contested traffic infraction hearings with Council, 32 of which have been dismissed. (The City was not represented on all 44 cases)

The prosecutor's vehicle insurance described in the attached contract may be less than the City Attorney prefers. However, staff consulted with the AWC insurance pool, and the AWC's requirement is on the general liability insurance of \$1 million per incident, \$2 million aggregate, which the attached contract does require.

As for the contract term, the contract renewal will commence as of the date of signing, will last two years, and will automatically renew for one additional year if the City does not provide notice of cancellation at least 60 days before the end of the two years. At any time, either party may provide 60 days notice to end the contract.

One question to ask is, "What are other cities paying for prosecution services?" Although we were unable to conduct an in-depth, like-for-like comparison, our Court Administrator Paul Nelson was able to inquire of other cities and compile the following data (annual figures):

Poulsbo	\$94,806
Bonney Lake	\$99,000
Fircrest	\$55,600 (2009)
Fife	\$97,000
University Place	Unknown; part of contract with Pierce County District Court
Puyallup	No response
Steilacoom	No response
Gig Harbor Proposed	\$86,232 (plus \$100 per contested infraction hearing)

To conduct a more in-depth comparison, one would need to compare amount and types of criminal filings, specific responsibilities of each city's prosecutor, etc.

### **FISCAL CONSIDERATION**

The proposed contract renewal and its accompanying increase is included in the 2009 proposed budget. Sufficient funds exist in the 2008 budget to cover the increase for the remainder of the year.

### **BOARD OR COMMITTEE RECOMMENDATION**

N/A

### **RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

## PROSECUTING ATTORNEY AGREEMENT

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the “City” and the Law Office of Glisson, Witt & Altman, Inc. P.S. hereinafter referred to as the “Prosecuting Attorney.”

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

### **Terms.**

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

### Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

- Representing the city at all criminal case hearings;
- Representing the city in any RALJ appeals from criminal cases;
- Representing the city in civil forfeiture hearings under RCW Title 69 (drug seizures).
- Representing the city in all civil traffic infractions where the defendant is represented by counsel.
- Issuing any required discovery in traffic infraction cases.

B. The Prosecuting Attorney’s duties shall not include the following:  
Civil proceedings not listed in Section 2. A.  
Civil traffic proceedings not listed in Section 2. A.  
The responsibilities of the City Attorney, as provided in the City Attorney’s contract with Gig Harbor

### Section 3. Compensation.

A. The rates charged by the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman for the legal services described in this Agreement are:

\$7,186 per month.

\$100 for each traffic infraction handled by the Prosecuting Attorney. A traffic infraction shall be considered eligible to be billed to the City only where the Prosecuting Attorney files Notice of Appearance.

\$75 per hour for work done in representing the City in civil forfeiture hearings described in Section 2. A. Time shall be billed for preparation and research, hearing time, and travel time if it is outside the normal hours of Municipal Court business.

The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

These rates are effective for two years, and are subject to renegotiation yearly thereafter. After the initial two year period, this contract shall renew unless either party to the contract gives notice, at least 60 days prior to its expiration, of intent to terminate the contractual relationship. If no such notice is given, the contract shall be extended by 12 months, with the Prosecuting Attorney's base monthly compensation increasing in an amount equivalent to the cost of living increase awarded to city employees.

City Council reserves the right to terminate this contract with no less than 60 days notice with or without cause.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's work load and therefore be cause to immediately allow renegotiation of the monthly rate of compensation.

B. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items.

Section 3. Equipment and Other Resources. The Prosecuting Attorney shall provide his own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. For the City's convenience, a private office with computer, city e-mail account and internet access may be provided for use by the contractor.

Section 4. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

Section 5. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

A. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$50,000 per accident.

B. **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Prosecuting Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Section 6. Independent Contractor. The Prosecuting Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the Prosecuting Attorney or any of his employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Prosecuting Attorney which may arise as an incident of the Prosecuting Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Prosecuting Attorney.

Section 7. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the Prosecuting Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8. Hold Harmless. The Prosecuting Attorney and the Law Office of Glisson, Witt & Altman agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Prosecuting Attorney in the performance of this Agreement, except for claims or damages caused by the sole negligence of the City. The City agrees to indemnify, hold harmless, and defend the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents in the performance of this Agreement, except for claims or damages caused by the sole negligence of the Prosecuting Attorney. In the event a court of competent jurisdiction finds that the City and Prosecuting Attorney are negligent, then each party shall be responsible for the extent of its own negligence.

Section 9. Rules of Professional Conduct. All services provided by the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The Prosecuting Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. However, services performed under the terms of this contract may be performed by any qualified partner or associate attorney of Glisson, Witt & Altman. When the City Prosecutor's office must recuse itself from a case to avoid violation of the Rules of Professional Conduct, it shall be the responsibility of the office of the Prosecuting Attorney to provide a qualified conflict attorney to represent the City.

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Section 12. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:  
Attn: City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA 98335

TO THE PROSECUTING ATTORNEY:  
Glisson, Witt & Altman  
400 Warren Avenue, Suite 415  
Bremerton, WA 98337

Section 13. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

Section 14. 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 Prosecuting Attorney.

Section 15. 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. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Section 16. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 17. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this \_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF GIG HARBOR**

**PROSECUTING ATTORNEY**

By \_\_\_\_\_  
Mayor Charles L. Hunter

By \_\_\_\_\_  
Stan Glisson,  
Glisson, Witt & Altman

**ATTEST/AUTHENTICATED:**

By \_\_\_\_\_  
City Clerk Molly Towslee

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
City Attorney, Carol Morris

PROSECUTING ATTORNEY AGREEMENT

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City" and the Law Office of Glisson, Witt & Altman, Inc. P.S. hereinafter referred to as the "Prosecuting Attorney."

Deleted: (s this a corporation, a limited liability company, etc? We need to know because we need to have the appropriate person sign the agreement. I don't know whether or not Stan is authorized to sign on behalf of his firm.

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

- Representing the city at all criminal case hearings;
- Representing the city in any RALJ appeals from criminal cases;
- Representing the city in civil forfeiture hearings under RCW Title 69 (drug seizures).
- Representing the city in all civil traffic infractions where the defendant is represented by counsel.
- Issuing any required discovery in traffic infraction cases.

B. The Prosecuting Attorney's duties shall not include the following:

- Civil proceedings not listed in Section 2. A.
- Civil traffic proceedings not listed in Section 2. A.
- The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor

Deleted: I may not have commented on this before, but the Prosecuting Attorney doesn't handle any of the responsibilities of the City Attorney. Just stating that the Prosecuting Attorney doesn't handle "civil proceedings not listed in Section 2(A)" doesn't exclude City Attorney services. My suggestion is to add to the list above: "The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor" or something similar.

Section 3. Compensation.



A. The rates charged by the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman for the legal services described in this Agreement are:

- \$7,186 per month.
- \$100 for each traffic infraction handled by the Prosecuting Attorney. A traffic infraction shall be considered eligible to be billed to the City only where the Prosecuting Attorney files Notice of Appearance.
- \$75 per hour for work done in representing the City in civil forfeiture hearings described in Section 2. A. Time shall be billed for preparation and research, hearing time, and travel time if it is outside the normal hours of Municipal Court business.
- The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

ADD

These rates are effective for two years, and are subject to renegotiation yearly thereafter. After the initial two year period, this contract shall renew unless either party to the contract gives notice, at least 60 days prior to its expiration, of intent to terminate the contractual relationship. If no such notice is given, the contract shall be extended by 12 months, with the Prosecuting Attorney's base monthly compensation increasing in an amount equivalent to the cost of living increase awarded to city employees.

City Council reserves the right to terminate this contract with no less than 60 days notice with or without cause.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's work load and therefore be cause to immediately allow renegotiation of the monthly rate of compensation.

B. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items.

Section 3. Equipment and Other Resources. The Prosecuting Attorney shall provide his own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. For the City's convenience, a private office with computer, city e-mail account and internet access may be provided for use by the contractor.

Section 4. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

Section 5. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

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**Deleted:** What was the previous number? The Council will probably want to know what the old amount was - it is not clear.

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**Deleted:** There are two issues here that should be dealt with separately. First, it appears that after the initial two year period, Stan wants his fees to increase in an amount equivalent to the amount paid to the City employees for cost of living increases. I'm not sure I understand how this would work. Would the \$7,000 be increased 3% (as an example), and the \$100 for each traffic infraction would also increase 3% and the \$75 per hour for civil forfeiture hearings would also increase 3%? Or, is he just asking that the \$7,000 be increased with the cost of living? Whatever he decides, it should be dealt with separately from the extension of the contract. ¶

The City Attorney's contract allows the Council to terminate the City Attorney with 60 days notice, and I believe that the language states with or without cause. I don't see that here. ¶

The language above must be eliminated so that the Council can terminate the Prosecuting Attorney, with or without cause, upon 60 days' written notice. If he wants to also add language which states that if the Council hasn't given him notice of termination at least 60 days prior to the 2 year expiration, the contract would renew for another one year period, that isn't a problem. The issue is how can the contract be terminated and when. He should look at the City Attorney's contract -- I ¶

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**Deleted:** What will be renegotiated? Wouldn't it only be the monthly amount? The other amounts wouldn't change, would they? . ¶

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A. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$50,000 per accident.

B. **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Prosecuting Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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**Deleted:** Sorry. I don't have the form insurance requirements here. I don't see the old number here either. only what Stan has included. I will have to look at this on Tuesday.

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and Prosecuting Attorney are negligent, then each party shall be responsible for the extent of its own negligence.

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Bremerton, WA 98337

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this \_\_ day of \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

PROSECUTING ATTORNEY

By \_\_\_\_\_  
Mayor Charles L. Hunter

By \_\_\_\_\_  
Stan Glisson,  
Glisson, Witt & Altman

ATTEST/AUTHENTICATED;

By \_\_\_\_\_  
City Clerk Molly Towslee

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney, Carol Morris

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it just takes | one.

It Just Takes ONE Campaign  
Boys & Girls Clubs  
of South Puget Sound

RECEIVED  
AUG 11 2008  
CITY OF GIG HARBOR

Special Presentation - 1

**BOYS & GIRLS CLUBS**  
OF SOUTH PUGET SOUND

August 4, 2008

Mayor Chuck Hunter  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

Dear Mayor Hunter:

The Boys & Girls Clubs of South Puget Sound respectfully requests we be added to the September 22<sup>nd</sup> Council meeting agenda. At that time we would like to address the Council regarding their recent decision to lower the City's investment in our HOPE Center project located 8502 Skansie Avenue.

Sincerely,



Greg Paine  
Board Chairman



Rick Guild  
President/CEO

cc: File  
Campaign Cabinet  
Gig Harbor Committee

**Boys & Girls Clubs  
of South Puget Sound**  
1501 Pacific Ave., Ste 301  
Tacoma, WA 98402-3313  
Tel 253-502-4600  
Fax 253-572-8449  
www.bg-clubs.com

Brad Cheney  
*Campaign Chairman*

**Campaign Leadership**

Tom Absher  
Dr. Loren Anderson  
Janie Andrew  
Gail Gant  
Carl Geist  
Tom Hosea  
Jerry Korum  
John Ladenburg  
Jim & Carolyn Milgard  
Stan Naccarato  
Marty Paul  
William Philip  
Jerry Reid  
Ray Schuler  
*Past Board Chairman*  
General John Shalikhvili  
Mark Starnes  
Graham Tash  
Michael A. Tucci  
Bill Weyerhaeuser  
Ed Wolfe  
Len Zarelli

*Honorary Members:*  
Bremerton Mayor Cary Bozeman  
Congressman Norm Dicks  
Carol Milgard\*

Greg Paine  
*Executive Board Chairman*

Jim Kindred  
*Executive Board Vice Chairman*

Gary Yazwa  
*Foundation President  
Campaign Director*

Rick Guild  
*President/CEO*

\*Deceased

**2008 SKANSIE BROTHER'S PARK AD HOC COMMITTEE**

September 17, 2008

City of Gig Harbor  
City Council

Dear Council Members,

The 2008 Skansie Brothers Park Ad Hoc Committee is pleased to present our recommendations for Skansie Brother's Park based on the criteria set forth on our Mission Statement:

**The Mission of the Skansie Brothers Park is to preserve and secure an authentic historic site, including structures and landscape which depicts the heritage of fishing families in Gig Harbor and promotes living history activities. The Park will allow and encourage community use, strengthen a connection to the bay through access and view, provide educational opportunities, provide opportunities to enhance historic waterfront commerce and other appropriate activities while carefully protecting the historical and environmentally sensitive aspects of the site for future generations. Re-establish the site as a portal between the water and the land.**

Skansie Brothers Park and Jerisich Park and Dock are not only the jewels of the historic downtown waterfront they serve as the gateway to one of the most unique and beautiful towns in America. Gig Harbor is undergoing a cultural renaissance. We realize the value in the preservation of our historic sites and buildings, but no less important are the intangibles such as our contemporary fishing family and cultural heritage. We can maintain all of the artifacts and buildings, but unless we maintain and pass along the stories, the living history of Gig Harbor all we have are some old building and old equipment and old furniture. With the Construction of the new History Museum and the renovation of the Eddon BoatShop, Skansie Brothers Park becomes the anchor in this string of living history that ties together and unites the historic waterfront district.

The City along with other service organizations holds several fun-filled and worthwhile public events that attract thousands of people annually to Skansie Brothers Park. But Skansie Park must be about more than events. It must be a place that invites, even beckons people to step off the sidewalk into a lush interlude from their daily grind with breathtaking views of the bay, boats and harbor. It must be a place where the community can access water-based activities such as sailing and human powered watercraft. It must be a place that offers the opportunity to enrich the public through contemporary fishing heritage such as net mending, and fishing boat loading and off loading. It must be a place that contributes to the economic sustainability of the downtown merchants. It must be a place as diverse as the people using it. It must be a place that offers ordinary people extraordinary access to the water.

During the first meeting of the Ad Hoc Committee we made the decision to approach our recommendations from a visionary standpoint. We were not afforded adequate time to fully research cost and permitting requirements. Therefore, we have asked the Council to appoint a feasibility team to investigate funding resource acquisition and permitting. Further, we have provided the names of five volunteers willing to undertake the project. We estimate that a full report can be delivered to Council within nine months of approval. We believe that there is a budget place holder in the amount of \$20,000 in order to conduct a feasibility study. Along with the formation of the feasibility team the committee is asking that the Council approve the use of those funds.

Lastly, I would like to recognize the residents who took the time out of their busy schedules to attend our meetings and to offer testimony. We accepted testimony at each of our meetings from the thirty to forty passionate attendees. Almost, without exception, the public was in complete agreement with our recommendations.

Should you have questions please contact me at your convenience at 253-255-5050 or by email at [arabellas@harbornet.com](mailto:arabellas@harbornet.com).

Respectfully Submitted,

John R. Moist  
For the 2008 Skansie Brothers Park Ad Hoc Committee

## **2008 SKANSIE BROTHER'S PARK AD HOC COMMITTEE RECOMENDATIONS**

### **1. LANDSCAPING AND VEGETATION**

#### **2008 AD HOC COMMITTEE RECOMMENDATION:**

The hedge is expendable and can be removed. Allow Judson St.-Harborview Dr. Beautification Project consultants to coordinate sidewalk design and present something to the City.

#### **2003 AD HOC COMMITTEE RECOMMENDATION:**

Leave The north grassy area open without structures except benches and trails.

#### **RATIONALE FOR THE 2008 RECOMMENDATION:**

The Committee unanimously agreed that the overall appearance of the site should reflect a less cluttered appearance and that vegetation, landscaping, trees and plants that are healthy and significant to the site should be preserved if possible. The exception is the hedge south of the house along Harborview Drive. The open space created by removing the hedge will invite people to use the South end of the park. The committee agreed that the electrical boxes, newspaper stands, etc. adjacent to the sidewalk are an eyesore. The committee felt that the Landscape Architectural consultants should cover this issue within the scope of Harborview Drive Beautification Project.

### **2. RESTROOMS, SHOWER AND LAUNDRY FACILITIES**

#### **2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend the City study the feasibility of restroom expansion to add more stalls and a shower facility. Consider providing 1 or 2 laundry machines for public use.

#### **2003 AD HOC COMMITTEE RECOMENDATON:**

This option was not considered by the 2003 committee.

#### **RATIONALE FOR THE 2008 RECOMMENDATION:**

These facilities would add amenities more in keeping with other city docks. There are no do-it-yourself laundry facilities in Gig Harbor.

### **3. LIFE JACKET PROGRAM**

#### **2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend that the Youth Lifejacket program be forwarded to the City for further consideration. The life jacket rack would be placed on the East wall of the restrooms. Check with the Port of Tacoma for funding.

#### **2003 AD HOC COMMITTEE RECOMENDATON:**

This option was not considered by the 2003 committee.

#### **RATIONALE FOR THE 2008 RECOMMENDATION:**

Providing this visitor amenity would be in keeping with other Puget Sound communities in helping promote safety for children around city-owned waterfront areas.



**4. MARITIME MEMORIAL WALK**

**2008 AD HOC COMMITTEE RECOMMENDATION:**

Collaborate with Fishermen’s Club to develop a maritime vessel walk within the park in conjunction with the Judson St.-Harborview Dr. Beautification Project consultants.

**2003 AD HOC COMMITTEE RECOMENDATON:**

This option was not considered by the 2003 committee.

**RATIONALE FOR THE 2008 RECOMMENDATION:**

The establishment of a memorial walk, in partnership with the Fisherman’s Club, reinforces the community’s recognition of Gig Harbor’s fishing heritage and connects the site to an existing and easily recognizable art form.

**5. SKANSIE NET SHED**

**2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend that the City preserve the net shed by applying the following treatments: register; stabilize; and rehabilitate the structure to be used for programs representing local fishing heritage.

**2003 AD HOC COMMITTEE RECOMMENDATION:**

Use the net shed and grid as a living heritage exhibit as well as other appropriate uses. Invite fishermen to use the net shed for net mending and other work as well as appropriate community uses.

**RATIONALE:**

While recognizing that there are physical and functional limitations to the net shed as it currently stands, the 2008 Committee views the rehabilitation of the Skansie net shed and its contents as a unique opportunity to provide a first hand and intimate view of the relationship between fishing, boat-building and their contribution to the rich history of Gig Harbor. The intent of the recommendation is to secure and rehabilitate the structure to a condition that will allow the public to participate in educational programs and allow for historical exhibits and programs. It will be necessary to first establish the ultimate use and load on the net shed in order to determine the extent of the stabilization required.

**6. SKANSIE HOUSE**

**2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend that the house be registered as a historic site and used as a visitor center with historic interpretive displays while maintaining the interior integrity of the structure. Recommend that the basement be used for storage.

**2003 AD HOC COMMITTEE RECOMENDATON:**

Use the house as a possible museum as well as other uses compatible with historical preservation.

**RATIONALE FOR THE 2008 RECOMMENDATION:**

The location and historic connection of the Skansie House to the site, as well as the need for a centralized information hub for residents and visitors, makes this structure ideally suited for a Visitor’s

Center. The structure lends itself well to living history while simultaneously providing a location for welcoming visitors to Gig Harbor and providing a broad array of information useful to residents and visitors alike. Skansie Park is the place that first draws boaters and visitors by car to the Harbor.

## **7. MARITIME PIER**

### **2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend the construction of a maritime pier on the South side of the Skansie brother's net shed. See the proposed footprint on the attached drawing. We further recommend the formation of a Funding Resource Acquisition and Permitting Team consisting of the following citizens: John McMillan, Guy Hoppen, Paul Ancich, John Moist and Greg Lovrovich.

### **2003 AD HOC COMMITTEE RECOMMENDATION:**

Establish a portal between the water and land and provide opportunities to connect with the water through the construction of a short-time use, maritime Pier, with vehicular access located on the South side of property to include public educational opportunities.

### **RATIONALE FOR THE 2008 RECOMMENDATION:**

In the opinion of the 2008 Committee, while recognizing there are large costs and environmental concerns associated with this type of project, the overall benefit to the economic vitality of the historic downtown area, the broad and diverse opportunities for public access and public education programs, and historical support for the idea, make this proposal worthy of focused effort and dedicated resources. In addition, the recent (2006) development of state funds possibly available for economic revitalization purposes as well as the receptivity of the Port of Tacoma in seeing a pier project realized in Gig Harbor are encouraging indicators to move forward. It was determined that the Skansie Brothers location is the only location that has the correct topography and upland space that would provide for all uses proposed for consideration.

### **PROPOSED USAGE:**

Uses for the Maritime Pier proposed by committee members and the public are:

- Pedestrian and general park use. Provide more of an opportunity for the public to get in touch with the water. Simply put, ordinary people getting extraordinary access to the water.
- Limited time boat moorage:
  - Smaller boats
  - Human powered watercraft
  - Kayak Team events
- Load, off load:
  - Harbor taxi
  - Tour boats
  - Dive boat excursions
  - Fishing boat nets, two, 10 to 15 day periods a year
  - Offload catch
- Events on the pier:
  - Farmer's Market
  - Music
  - Kayak Team events
- Educational programs:

Natural history programs  
Environmental education programs  
Living history related to fishing industry and boat-building  
View fishing activities

**8. TEMPORARY FLOATS FOR THE SUMMER MONTHS/ JERISICH DOCK EXTENSION**

**2008 AD HOC COMMITTEE RECOMMENDATION:**

Recommend the City investigate the feasibility to obtain all applicable permits and DNR leases required to lease and install two, 160-foot temporary floats in an “ell” configuration to serve as additional moorage at Jerisich Dock from June 1<sup>st</sup> through September 30<sup>th</sup> each yearly until such time as a Maritime Pier is constructed. In addition, install three stabilizing piles for the temporary floats, which will be removed at such time as the Maritime Pier is constructed. In addition, investigate the feasibility of constructing an extension to the end of the existing Jerisich Floats. Both studies must be reviewed and followed up by the Maritime Pier Funding Resource Acquisition Team.

**2003 AD HOC COMMITTEE RECOMMENDATION:**

This option was not considered by the 2003 committee.

**RATIONALE FOR THE 2008 RECOMMENDATION:**

600 linear feet of additional moorage at Jerisich Park will allow many more boaters the opportunity to visit Gig Harbor during the summer months. This increased boater traffic will result in increased economic opportunities for the historic waterfront businesses. Staff conducted a preliminary investigation and determined that the temporary floats will trigger minimal renovation to meet ADA requirements. The floats in the recommended configuration have been used for each of the past three years to facilitate the annual Antique & Classic Yacht Festival as well as the 2008 Thunderbird Rendezvous. While the existing Jerisich Dock cannot be used to accommodate any commercial vessels due to State sponsored funding, a 70 foot extension to the existing dock funded by the City, will not have commercial use restrictions.





**Subject:** Second Reading of Ordinance/  
Public Hearing - Private Cemeteries Limitation  
Amendment.

**Proposed Council Action:** Conduct Public  
Hearing – take action on ordinance

**Dept. Origin:** Planning Department

**Prepared by:** Tom Dolan *TD*  
Planning Director

**For Agenda of:** September 22, 2008

**Exhibits:** Draft Ordinance

Initial & Date

**Concurred by Mayor:** *CLH 9/9/08*  
**Approved by City Administrator:** *POK 9/9/08*  
**Approved as to form by City Atty:** *AM 9/9/08*  
**Approved by Finance Director:** *CR 9/9/08*  
**Approved by Department Head:** *TD 9/8/08*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The amendment eliminates the current prohibition on the operation of existing private cemeteries within the city limits. However, the amendment will maintain the City's prohibition on any new private cemeteries within the corporate limits.

In 1965, Gig Harbor adopted chapter 2.36 RCW prohibiting the operation of any cemeteries within City limits. The City is currently in the process to annex property in Pierce County, which is partially improved with a private cemetery, Haven of Rest. In addition, cities in Washington are all authorized to own, improve and operate a public cemetery.

As this existing Haven of Rest was not a part of the City in 1965, the 1965 code did not address the present-day activities on the existing cemetery property, nor did it include any definitions to address these activities, such as the operation of a crematorium, etc.

Ultimately, the land use impacts of private cemeteries will need to be reviewed through subsequent zoning code amendments to address the existing use and further amendments to this ordinance may be necessary at that time.

**POLICY CONSIDERATIONS**

Cities in Washington may "regulate the burial of the dead, and establish and regulate cemeteries within or without the corporate limits and to acquire land therefore by purchase or otherwise; to cause cemeteries to be removed beyond the limits of the corporation, and to prohibit their establishment within two miles of the boundaries thereof" (RCW 35.22.280(20)).

Cities may also acquire land for cemetery purposes, and operate cemeteries and appoint cemetery boards, all as set forth in chapter 68.52 RCW.

**ENVIRONMENTAL ANALYSIS**

The City's SEPA Responsible Official issued a DNS for the proposed amendments on August 27, 2008 pursuant to WAC 197-11-340.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee of the Council discussed the proposed amendment at their September 3, 2008 meeting and recommended approval.

**RECOMMENDATION / MOTION**

Staff recommends that the Council conduct a public hearing on the proposed ordinance and make a decision.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ELIMINATING THE PROHIBITION ON THE OPERATION OF EXISTING PRIVATE CEMETERIES WITHIN THE CITY LIMITS, MAINTAINING THE PROHIBITION ON ANY NEW PRIVATE CEMETERIES WITHIN THE CORPORATE LIMITS, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.36.010.**

---

WHEREAS, the City of Gig Harbor is a code city, organized under Title 35A of the Revised Code of Washington; and

WHEREAS, a code city organized under Title 35A RCW has all of the powers of any city of any class, as set forth in Title 35 RCW (RCW 35A.21.160); and

WHEREAS, cities in Washington may "regulate the burial of the dead, and establish and regulate cemeteries within or without the corporate limits and to acquire land therefor by purchase or otherwise; to cause cemeteries to be removed beyond the limits of the corporation, and to prohibit their establishment within two miles of the boundaries thereof" (RCW 35.22.280(20)); and

WHEREAS, cities may also acquire land for cemetery purposes, and operate cemeteries and appoint cemetery boards, all as set forth in chapter 68.52 RCW; and

WHEREAS, Gig Harbor adopted chapter 2.36 RCW in 1965, prohibiting the operation of any cemeteries within City limits; and

WHEREAS, the City intends to annex property in Pierce County, which is partially improved with a private cemetery; and

WHEREAS, the City does not wish to impose penalties and abate an existing use, once it is located within City limits; and

WHEREAS, the City Council acknowledges that this 1965 code does not address the present-day activities on the existing cemetery property, nor does it include any definitions to address these activities, such as the operation of a crematorium, etc.; and

WHEREAS, the City Council acknowledges that the land use impacts of private cemeteries will be addressed through the subsequent Zoning Code

amendments to address the existing use, and that if any amendments to this ordinance are necessary, the amendments can be proposed at that time; and

WHEREAS, the City does not wish to encourage the location of any new private cemeteries within the City limits but does not wish to limit the City's authority to own, improve and operate a cemetery in the future; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance for this Ordinance on August 27, 2008; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of \_\_\_\_\_ 200\_; and

WHEREAS, the City Council considered this ordinance on second reading on \_\_\_\_\_, and voted to adopt it; Now, Therefore,

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

Section 1. Section 2.36.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.36.010 Prohibited within corporate limits.** It is unlawful for any person or persons to, in any way, operate a cemetery within the incorporated limits of the city. As an exception, it shall not be unlawful for any person or persons to operate existing private cemeteries annexed by the city and subsequently situated within the city limits.

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 \_\_\_\_\_, 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: \_\_\_\_\_



Subject: Public Hearing & First Reading of Ordinance - Prentice Avenue & Sutherland Street Vacation Request - Gary Stainbrook

Proposed Council Action: Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Sutherland Street.

Dept. Origin: Community Development

Prepared by: Willy Hendrickson Engineering Technician

For Agenda of: September 22, 2008

Exhibits: Petition request, Ordinance with exhibits, Location map, Vicinity map, checklist

Initial & Date

Concurred by Mayor: [Signature] 9/18/08
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] via fax
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 9/18/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INTRODUCTION/BACKGROUND

The city received a letter of petition on March 21, 2008 from Gary Stainbrook residing at 9505 Woodworth Avenue authorizing Aspen Land Surveying to represent him in a request to the city to vacate a portion of Prentice Avenue and Sutherland Street in accordance with GHMC 12.14.002.

Specifically, Mr. Stainbrook's request is for the vacation of the East thirty three (33) feet of Prentice Avenue and the South thirty two (32) feet of Sutherland Street Right-Of-Way's currently held by the City and abutting Lots 4&5, Block 8 of the Woodworth Addition to Gig Harbor (parcel no. 9815000250).

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. At the August 11 Council meeting, staff presented this request to Council and Council recommended staff to proceed with the setting of the Public Hearing and First Reading of this Ordinance at the September 22 Council Meeting.

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing and first reading.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Sutherland Street.

**RECOMMENDATIONS**

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Sutherland Street.

Mr. Gary Stainbrook  
9505 Woodworth Avenue  
Gig Harbor, WA 98332

March 21, 2008

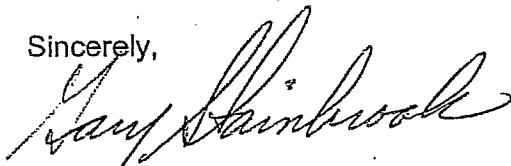
Mr. Tom Dolan  
Planning Director  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

Aspen Land Surveying is authorized to submit a vacation of right-of-way on my behalf, and to act as agent in the processing of that application.

Sincerely,

A handwritten signature in cursive script that reads "Gary Stainbrook". The signature is written in black ink and is positioned above the printed name.

Gary Stainbrook

March 21, 2008

Mr. Tom Dolan  
Planning Director  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

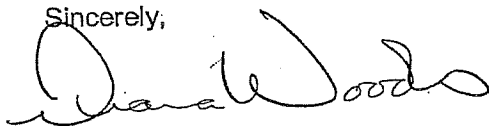
This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue right-of-way and a 32-foot wide strip of Sutherland Street right-of-way abutting the property at 9505 Woodworth Avenue in Gig Harbor. These right-of-ways along with my property were created from the plat called "Woodworth's Addition to Gig Harbor City Pierce County, Wash." recorded in 1890 in book 5 of plats at page 66 in Pierce County, Washington. The portions of the aforementioned right-of-ways abutting the property at Pierce County Parcel No. 981500-025-0 have never been used as streets.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which cites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", those portions of Prentice Avenue and of Sutherland Street right-of-ways abutting said parcel has adversely become attached legally since these right-of-ways have never been used for their original purpose.

In light of this information, I wish to request that portion of Prentice Avenue and that portion of Sutherland Street abutting said parcel be vacated. We also respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. See the attached drawing depicting the original location of the subject portion of Prentice Avenue and of Sutherland Street right-of-ways in relation to said parcel.

Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Diana Woods  
Project Manager  
Aspen Land Surveying, LLC

encl: Legal Description of Right-of-ways to be Vacated  
Exhibit Map of Parcel and Right-of-ways

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Ordinance No. XXXX - An Ordinance of the City Council of the City of Gig Harbor, Washington, vacating a portion of Prentice Avenue and Sutherland Street.

**Grantor(s) (Last name first, then first name and initials)**

Stainbrook, Gary

**Grantee(s) (Last name first, then first name and initials)**

City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

Section 06 Township 21 Range 02 Quarter 11

**Assessor's Property Tax Parcel or Account number:** 981500-025-0

**Reference number(s) of documents assigned or released:** \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND SUTHERLAND STREET.**

---

WHEREAS, Gary Stainbrook petitioned the City to vacate a portion of Prentice Avenue and Sutherland Street (originally platted as Norton and White Streets), which abuts his property at 9505 Woodworth Avenue, Gig Harbor, Washington, under the nonuser statute, and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Sutherland Street subject to the vacation petition were not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 765 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on September 22, 2008, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Sutherland Street right-of-way described in the Stainbrook street vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Sutherland Street, lying between Woodworth Avenue and Peacock Hill Avenue, abutting south and east property frontage of Parcel No. 981500-025-0, is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the right-of-way since the street was vacated by operation of law.



Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. 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:

## EXHIBIT A

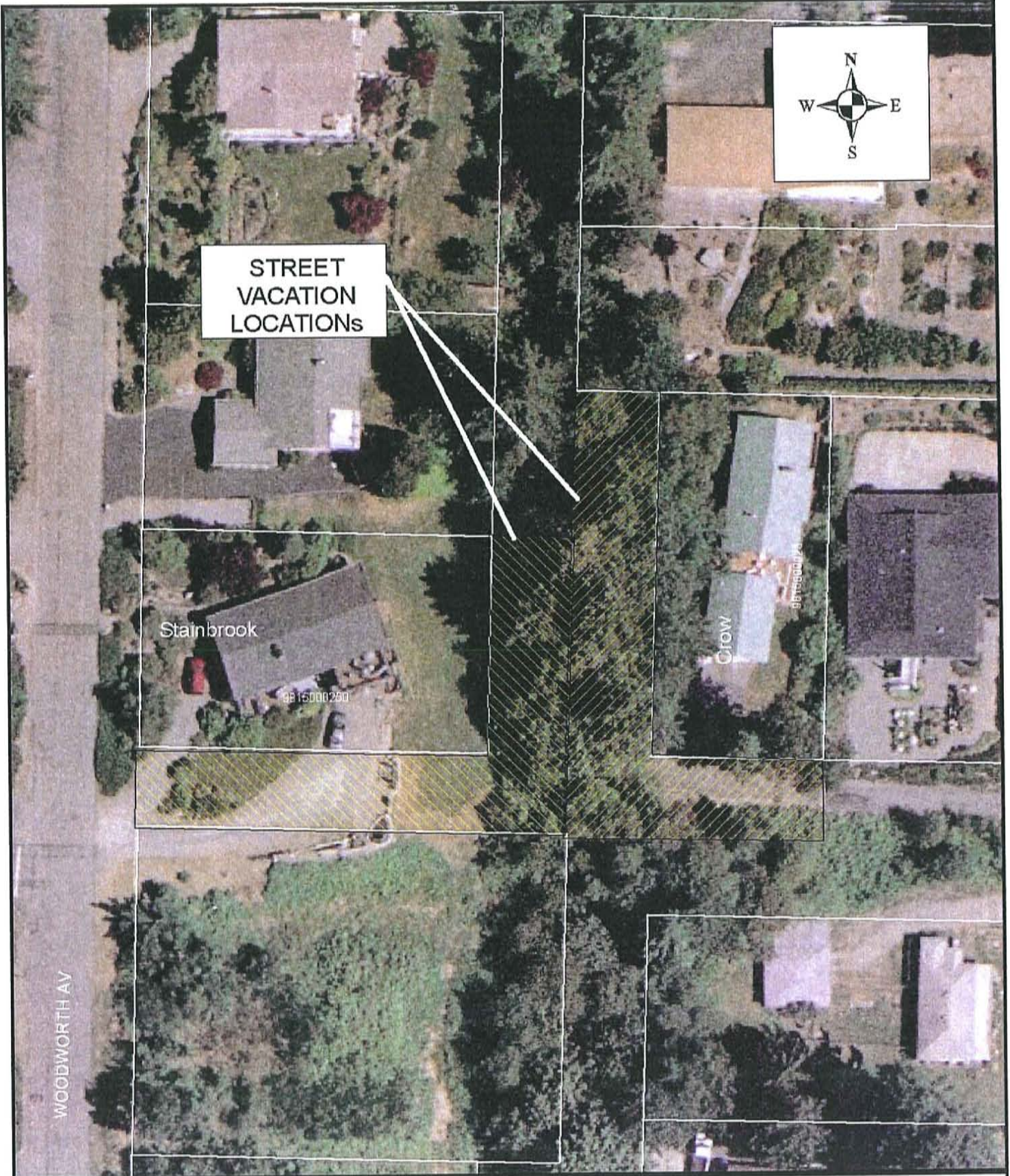
### LEGAL DESCRIPTION OF PROPOSED VACATED PORTIONS OF PRENTICE AVENUE AND SUTHERLAND STREET

THAT PORTION OF THE WEST HALF OF PRENTICE AVENUE ABUTTING THE SOUTH HALF OF LOT 4 AND ALL OF LOT 5 OF BLOCK 8 OF WOODWORTH'S ADDITION TO GIG HARBOR CITY, PIERCE COUNTY, WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 66, RECORDS OF PIERCE COUNTY, WASHINGTON.

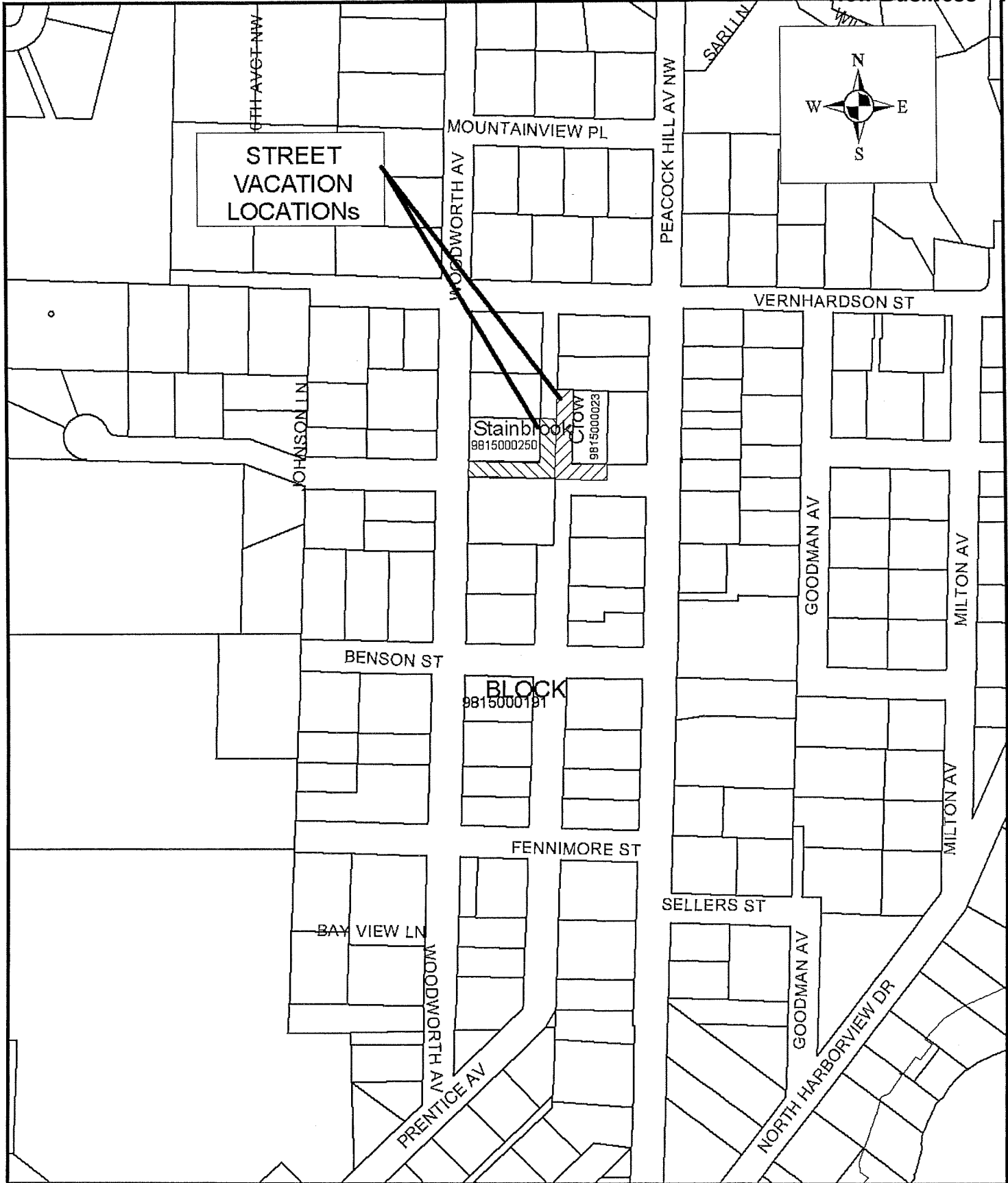
ALSO, THAT PORTION OF THE NORTH HALF OF SUTHERLAND STREET ABUTTING LOT 5 IN SAID WOODWORTH'S ADDITION AND EXTENDING EAST TO THE CENTER LINE OF SAID PRENTICE AVENUE.







STAINBROOK AND CROW STREET VACATIONS  
PRENTICE AVE. AND SUTHERLAND STREET  
LOCATION MAP



STAINBROOK AND CROW STREET VACATIONS  
PRENTICE AVE. AND SUTHERLAND STREET  
VICINITY MAP



**VACATION OF STREETS AND ALLEYS**

**GIG HARBOR MUNICIPAL CODE CHAPTER 12.14**

Name: STAINBROOK / CROW Date: AUG 6 / 08  
 Site address: ↳ 9505 WOODWORTH L↳ 9502 PEACOCK HILL  
 Phone Number: STAINBROOK 857 5836 Parcel Number: 9815000250  
CROW 858 3028 9815000023

**OWNER REQUIREMENTS**

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

**CITY REVIEW**

- Determine Non-user Statute application. QUALIFIES
- Verify all information provided in the petition, legal description, location map, and site map. VERIFIED
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. DRIVEWAYS ON ONE SIDE, TREES ON THE OTHER
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. NONE
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). NO FUTURE USE OF THIS ROW AREA PROPOSED
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. PRIVATE DRIVEWAYS
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. NONE

Check List

VACATION OF STREETS AND ALLEYS  
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14  
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **WOODWORTH ADDITION PLATTED IN 1890**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **N/A**
- Verify payment of pre-hearing **\$150** fee and \$500 appraisal fee. **YES**
- Prepare aerial vicinity map. **EXHIBIT**
- Prepare Council Resolution. **EXHIBIT**
- Post notices of Public Hearing. **REQUIRED AFTER PASSAGE OF RESOLUTION**
- Determine hearing date. **SEPT 8**
- Legal Review **CAROL REVIEWED THE VACATIONS AND HAD NO WRITTEN COMMENTS.**



**Subject:** Public Hearing & First Reading of Ordinance - Prentice Avenue & Sutherland Street Vacation Request – Paul Crow

**Proposed Council Action:** Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Sutherland Street.

**Dept. Origin:** Community Development

**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** September 22, 2008

**Exhibits:** Petition request, Ordinance with exhibits, Location map, Vicinity map, checklist

Initial & Date

**Concurred by Mayor:** CLH 9/18/08  
**Approved by City Administrator:** PK  
**Approved as to form by City Atty:** CM via fax  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** AD 9/18/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INTRODUCTION/BACKGROUND**

The city received a Letter of Petition on March 21, 2008 from Paul Crow residing at 9502 Peacock Hill Road, authorizing Aspen Land Surveying to represent him in a request to the City to vacate a portion of Prentice Avenue and Sutherland Street in accordance with GHMC 12.14.002.

Specifically, Mr. Crow's request is for the vacation of the West thirty three (33) feet of Prentice Avenue and the South thirty two (32) feet of Sutherland Street Right-Of-Ways currently held by the City and abutting Lots 3,4&5, Block 1 of the Woodworth Addition to Gig Harbor (parcel no. 9815000023).

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request and there has been no public use of this area. At the August 11 Council meeting, staff presented this request to Council and Council recommended staff to proceed with the setting of the Public Hearing and First Reading of this Ordinance at the September 22 Council Meeting.

**POLICY CONSIDERATIONS**

Any policy considerations will be provided at the public hearing and first reading.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.



**RECOMMENDATIONS**

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Sutherland Street.

Mr. Paul Crow  
9502 Peacock Hill Avenue  
Gig Harbor, WA 98359

March 21, 2008

Mr. Tom Dolan  
Planning Director  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

Aspen Land Surveying is authorized to submit a vacation of right-of-way on my behalf, and to act as agent in the processing of that application.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Crow", written in a cursive style.

Paul Crow

March 21, 2008

Mr. Tom Dolan  
Planning Director  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue, and a portion of Sutherland Street right-of-ways

Dear Mr. Dolan,

This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue right-of-way and a 32-foot wide strip of Sutherland Street right-of-way abutting the property at 9502 Peacock Hill Avenue in Gig Harbor. These right-of-ways were created from the plat called "Woodworth's Addition to Gig Harbor City Pierce County, Wash." recorded in 1890 in book 5 of plats at page 66 in Pierce County, Washington. The subject parcel was established as Lot 2 of Gig Harbor Short Plat no. 77-804, recorded in 1977 in book 21 of Short Plats at page 49 in Pierce County, Washington. The portions of the afore mentioned right-of-ways abutting said subject parcel at Pierce County Parcel No. 981500-002-3 have never been used as streets.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statue)", those portions of Prentice Avenue and of Sutherland Street right-of-ways abutting said parcel has adversely become attached legally since these right-of-ways have never been used for their original purpose.

In light of this information, we wish to request that portion of Prentice Avenue and that portion of Sutherland Street abutting said parcel be vacated. We also respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. See the attached drawing depicting the original location of the subject portion of Prentice Avenue and of Sutherland Street right-of-ways in relation to said parcel.

Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Diana Woods  
Project Manager  
Aspen Land Surveying, LLC

encl: Legal Description of Right-of-ways to be Vacated  
Exhibit Map of Parcel and Right-of-ways

**AFTER RECORDING RETURN TO:**

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Ordinance No. XXXX - An Ordinance of the City Council of the City of Gig Harbor, Washington, vacating a portion of Prentice Avenue and Sutherland Street.

**Grantor(s) (Last name first, then first name and initials)**

Crow, Paul

**Grantee(s) (Last name first, then first name and initials)**

City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

Section 06 Township 21 Range 02 Quarter 11

**Assessor's Property Tax Parcel or Account number: 981500-002-3**

**Reference number(s) of documents assigned or released: \_\_\_\_\_**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND SUTHERLAND STREET.**

---

WHEREAS, Paul Crow petitioned the City to vacate a portion of Prentice Avenue and Sutherland Street (originally platted as Norton and White Streets), which abuts his property at 9502 Peacock Hill Avenue, Gig Harbor, Washington, under the nonuser statute, and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Sutherland Street subject to the vacation petition were not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 765 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on September 22, 2008, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Sutherland Street right-of-way described in the Crow street vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Sutherland Street, lying between Woodworth Avenue and Peacock Hill Avenue, abutting south and west property frontage of Parcel No. 981500-002-3, is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

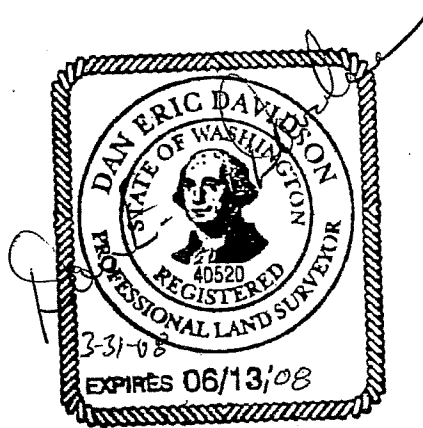
FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPOSED VACATED PORTIONS OF PRENTICE AVENUE AND SUTHERLAND STREET

THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE ABUTTING LOT 2  
IN GIG HARBOR SHORT PLAT AS RECORDED UNDER A.F.N. 77-804 IN BOOK  
21 AT PAGE 47, PIERCE COUNTY, WASHINGTON.

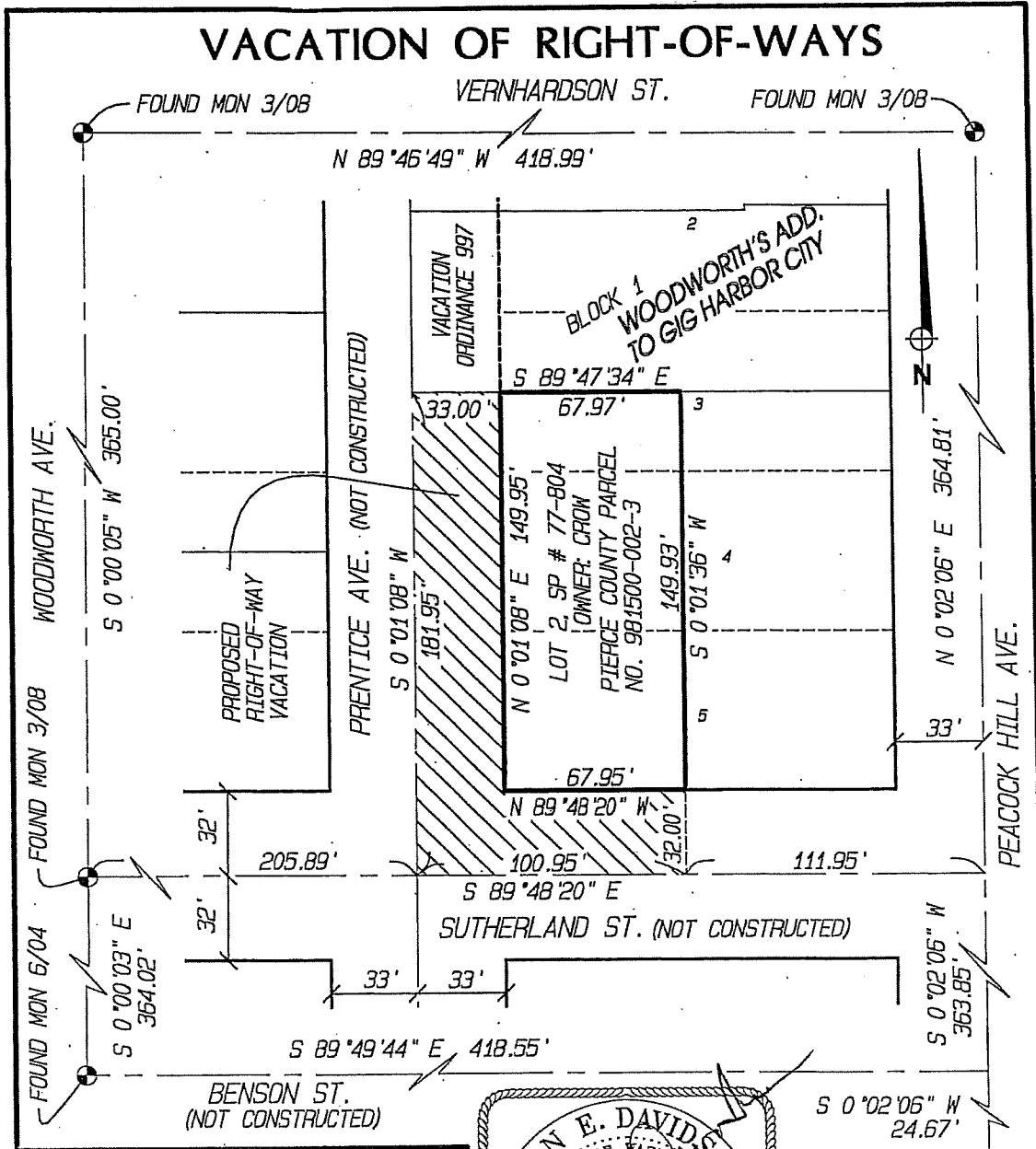
ALSO, THAT PORTION OF THE NORTH HALF OF SUTHERLAND STREET  
ABUTTING LOT 2 IN SAID GIG HARBOR SHORT PLAT AND EXTENDING  
WEST TO THE CENTER LINE OF SAID PRENTICE AVENUE.





# EXHIBIT B

## VACATION OF RIGHT-OF-WAYS



DRAWING NO. 3364VAC SCALE: 1" = 60'  
 DRAWN BY: DPW DATE: 3/27/2008

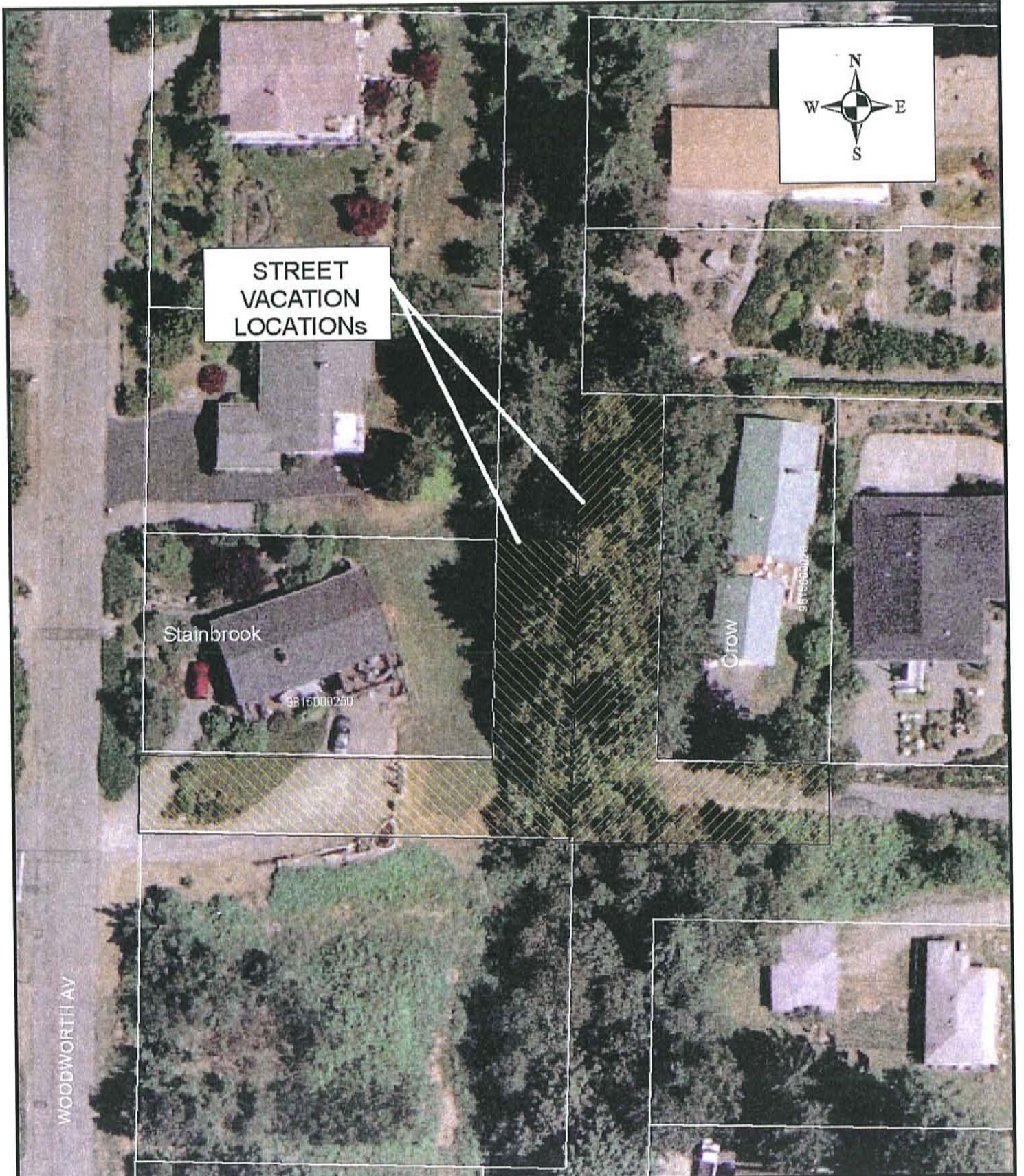
**Aspen**  
**Land Surveying**  
**LLC**

12904-A Purdy Drive NW,  
 Gig Harbor, WA 98332  
 (253) 857-4265  
 FAX: (253) 857-9265

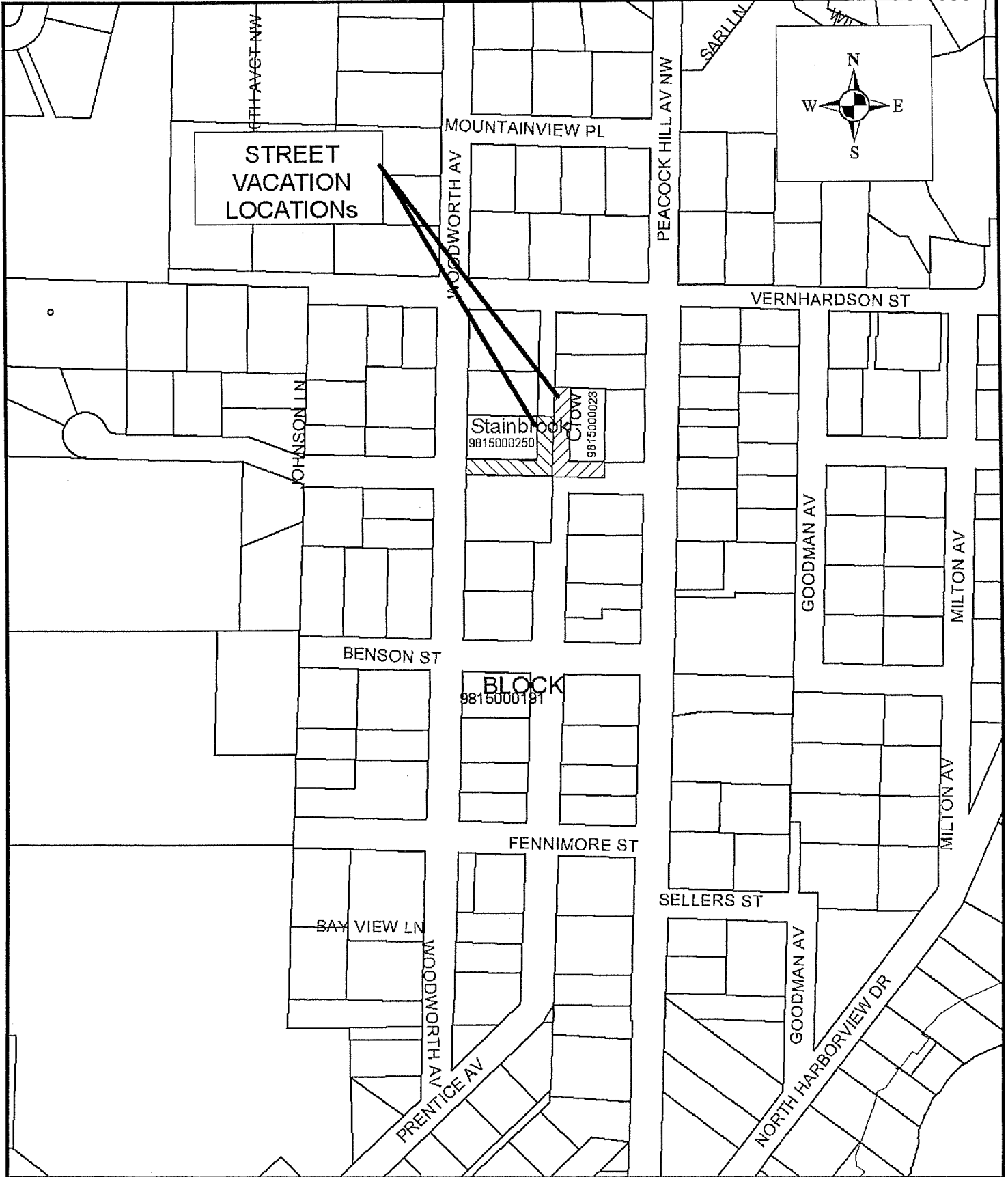
DAN E. DAVIDSON  
 STATE OF WASHINGTON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 40520

3-31-08  
 Exp 6-13-08

FOR:  
 Mr. and Mrs. Paul Crow  
 9502 Peacock Hill Ave  
 Gig Harbor, WA 98359



STAINBROOK AND CROW STREET VACATIONS  
PRENTICE AVE. AND SUTHERLAND STREET  
LOCATION MAP



STAINBROOK AND CROW STREET VACATIONS  
PRENTICE AVE. AND SUTHERLAND STREET  
VICINITY MAP



**VACATION OF STREETS AND ALLEYS**

**GIG HARBOR MUNICIPAL CODE CHAPTER 12.14**

Name: STAINBROOK / CROW. Date: AUG 6 / 08  
 Site address: ↳ 9505 WOODWORTH ↳ 9502 PEACOCK HILL  
 Phone Number: STAINBROOK 857 5836 Parcel Number: 9815000250  
CROW 858 3028 9815000023

**OWNER REQUIREMENTS**

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

**CITY REVIEW**

- Determine Non-user Statute application. QUALIFIES
- Verify all information provided in the petition, legal description, location map, and site map. VERIFIED
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. DRIVEWAYS ON ONE SIDE, TREES ON THE OTHER
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. NONE
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). NO FUTURE USE OF THIS ROW AREA PROPOSED
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. PRIVATE DRIVEWAYS
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. NONE

Check List

VACATION OF STREETS AND ALLEYS  
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14  
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **WOODWORTH ADDITION PLATTED IN 1890**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **N/A**
- Verify payment of pre-hearing **\$150** fee and \$500 appraisal fee. **YES**
- Prepare aerial vicinity map. **EXHIBIT**
- Prepare Council Resolution. **EXHIBIT**
- Post notices of Public Hearing. **REQUIRED AFTER PASSAGE OF RESOLUTION**
- Determine hearing date. **SEPT 8**
- Legal Review **CAROL REVIEWED THE VACATIONS AND HAD NO WRITTEN COMMENTS.**



**Subject:** Public Hearing & First Reading of Ordinance - Woodworth Avenue Street Vacation Request – Mark and Lynn Stonestreet

**Proposed Council Action:** Recommend that Council pass the Street Vacation Ordinance for a portion of Woodworth Avenue.

**Dept. Origin:** Community Development

**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** September 22, 2008

**Exhibits:** Petition Request, Ordinance with exhibits, Location map, Vicinity map, checklist

Initial & Date

**Concurred by Mayor:** CLH 9/18/08  
**Approved by City Administrator:** PK  
**Approved as to form by City Atty:** CM via fax  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** DF 9/18/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INTRODUCTION/BACKGROUND**

The city received a Letter of Petition from Mark and Lynn Stonestreet residing at 9126 Prentice Avenue, requesting the city to vacate a portion of Woodworth Avenue in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the westerly thirty three (33) feet of Woodworth Avenue Right-Of-Way currently held by the City and abutting Lot 4, Block 5 of the Woodworth Addition to Gig Harbor (parcel no. 9815000170).

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request and there has been no public use of this area. At the August 11 Council meeting, staff presented this request to Council and Council recommended staff to proceed with the setting of the Public Hearing and First Reading of this Ordinance at the September 22 Council Meeting.

**POLICY CONSIDERATIONS**

Any policy considerations will be provided at the public hearing and first reading.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that Council pass the Street Vacation Ordinance for a portion of Woodworth Avenue.

January 3, 2008

Mr. Dave Brereton  
Community Development Director

RE: Vacation of a portion of street right-of-way

Dear Mr. Brereton,

This letter serves as an official request to vacate a 33-foot wide strip of street right-of-way abutting my property to the west of 9126 Prentice Avenue, Parcel number 9815000170, in the city of Gig Harbor. This right-of-way, along with my property, were created from the plat called the "Woodworth's Addition to the Gig Harbor City", as recorded in the Pierce County Auditor's office in Volume 5, page 66 book of maps. This portion of Woodworth Avenue, (formerly called Florence Street), has never been used as a street.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, section 32 (Non-user statue)", that portion of street right-of-way abutting my parcel has adversely become mine legally since this right-of-way was never used for its original purpose.

Therefore, I wish to request that the 33-foot wide strip of right-of-way abutting my property be vacated. See the attached drawings and legal descriptions depicting the original location the right-of-way and new revised legal description, as prepared by a licensed surveyor.

Thank you for your assistance,



Mark Stonestreet  
6711 Ford Drive  
Gig Harbor, WA 98335  
253.973.0187

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Ordinance No. XXXX - An Ordinance of the City Council of the City of Gig Harbor, Washington, vacating a portion of Woodworth Avenue.

**Grantor(s) (Last name first, then first name and initials)**

Stonestreet, Mark and Lynn

**Grantee(s) (Last name first, then first name and initials)**

City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

Section 06 Township 21 Range 02 Quarter 11

**Assessor's Property Tax Parcel or Account number:** 981500-017-0

**Reference number(s) of documents assigned or released:** \_\_\_\_\_



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF WOODWORTH AVENUE.**

---

WHEREAS, Mark and Lynn Stonestreet petitioned the City to vacate a portion of Woodworth Avenue (originally platted as Florence Street), which abuts their property at 9126 Prentice Avenue, Gig Harbor, Washington, under the nonuser statute, and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portion of Woodworth Avenue subject to the vacation petition was not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 764 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on September 22, 2008, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Woodworth Avenue right-of-way described in the Stonestreet street vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Woodworth Avenue, lying between Woodworth Avenue and Peacock Hill Avenue, abutting the west property frontage of Parcel No. 981500-017-0, is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. 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:

# EXHIBIT A



**Kenneth P. Giske, President**  
327 39th Ave. Ct. N.W.  
Gig Harbor, WA 98335-7814  
Office & Fax 253-851-4554

PROPOSED

## STREET VACATION FOR MARK STONESTREET

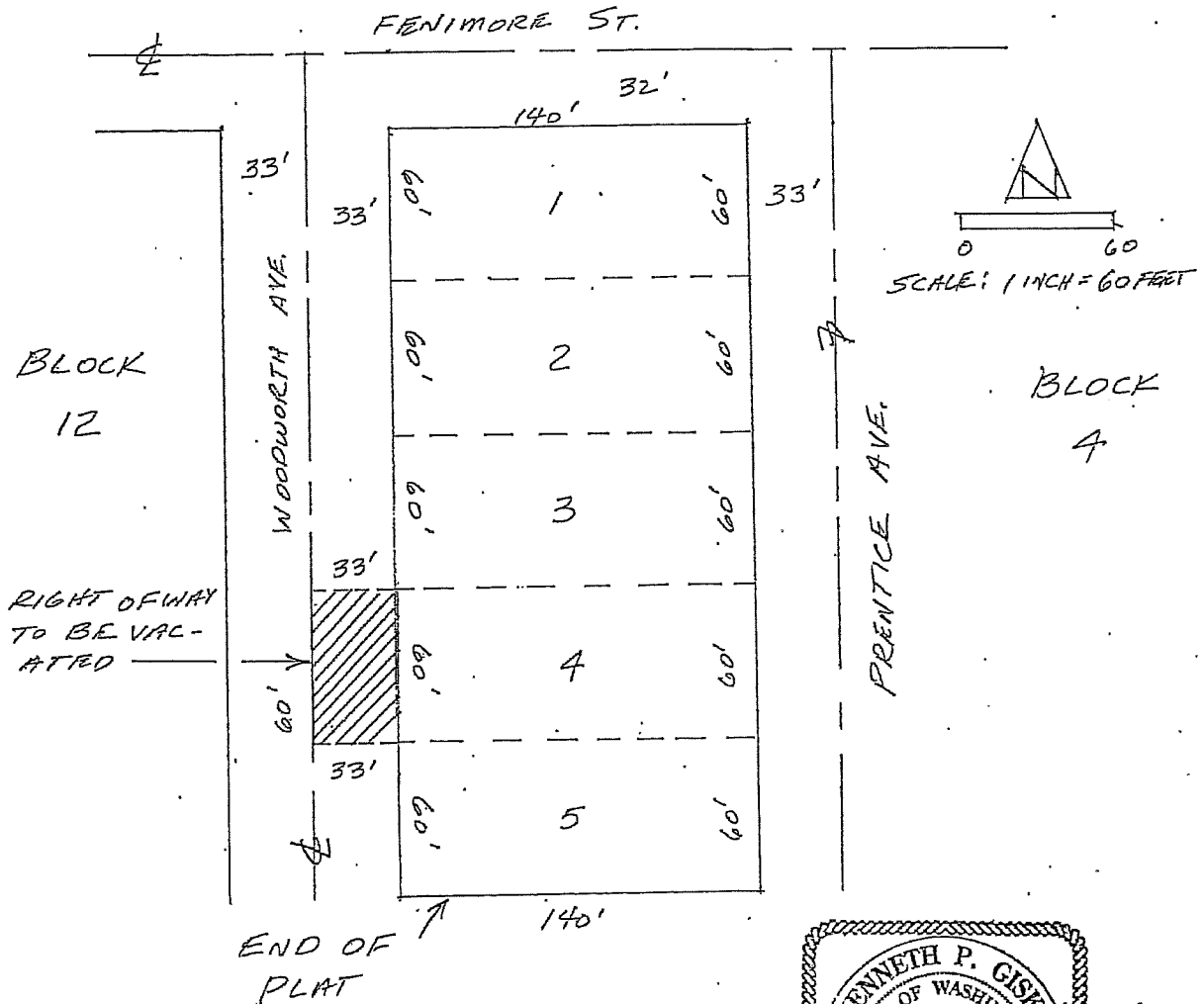
The East one half (33 feet) of formerly named Florence Street and presently named Woodworth Avenue, which is adjacent to the West boundary of Lot 4, Block 5 (60 feet) in the plat of Woodworth's addition to Gig Harbor City as recorded in the Pierce County Auditor's office in Volume 5, Page 66 of maps.

Being situated in a portion of the Northeast Quarter of the Northeast Quarter in Section 6, Township 21 North, and Range 2 East W.M. City of Gig Harbor, Pierce County, Washington.

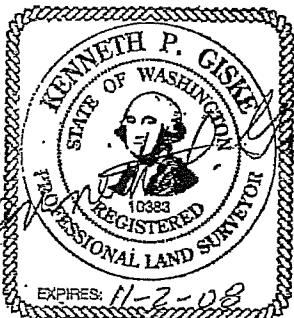


# EXHIBIT B

BLOCK 5 IN PLAT OF WOODRITH'S  
ADDITION TO GIG HARBOR CITY,  
IN A PORTION OF THE NE 1/4, NE 1/4  
SECTION 6, T 21 N., R 2 E. W.M. CITY  
OF GIG HARBOR, WASHINGTON

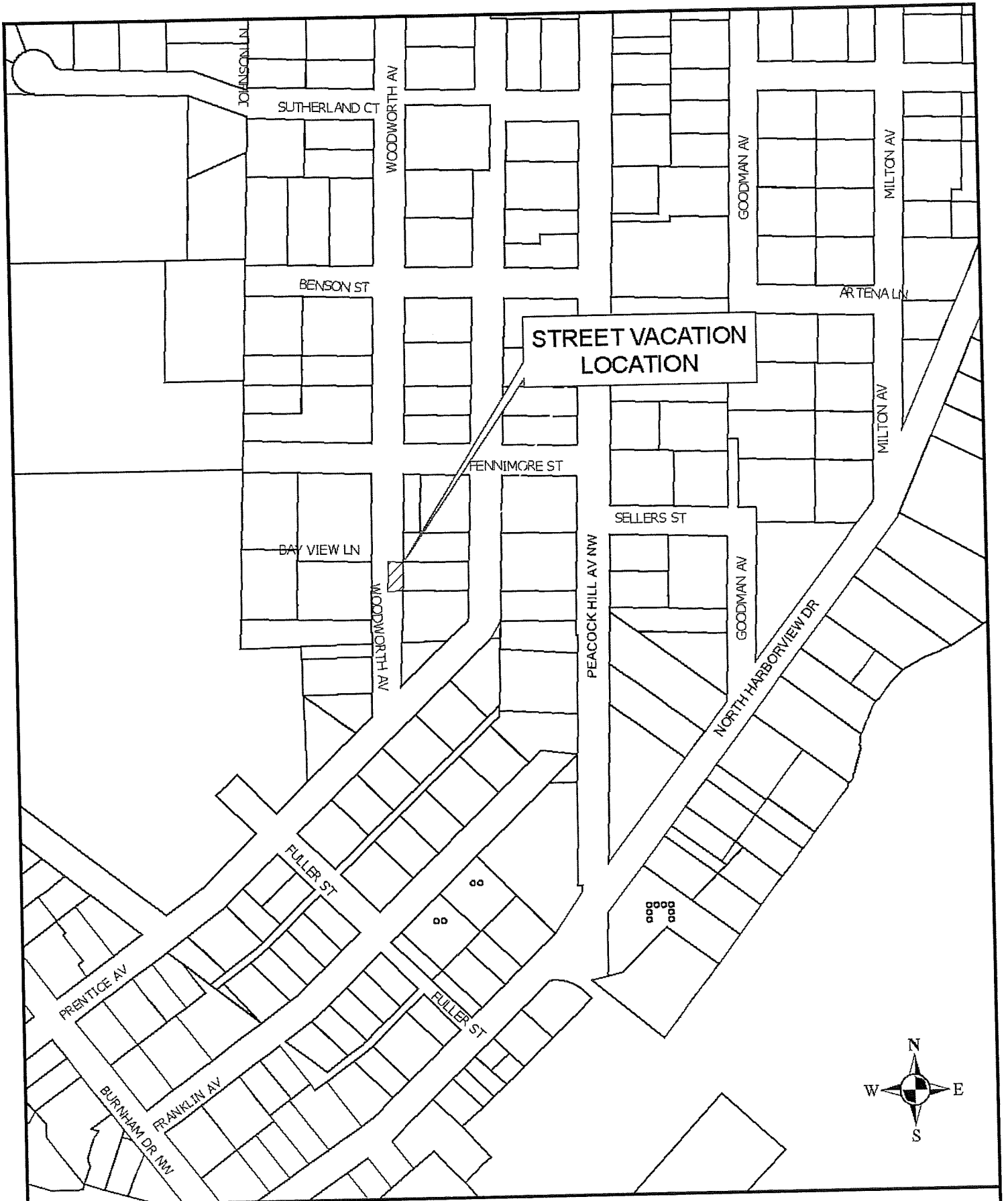


1/3/08





STONESTREET STREET VACATION - WOODWORTH AVENUE  
LOCATION MAP



STONESTREET STREET VACATION - WOODWORTH AVENUE  
VICINITY MAP



**VACATION OF STREETS AND ALLEYS**

**GIG HARBOR MUNICIPAL CODE CHAPTER 12.14**

Name: STONE STREET

Date: AUG 6/08

Site address: 9126 PRENTICE

Phone Number: 253 973 0187

Parcel Number: 9815000170

**OWNER REQUIREMENTS**

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

**CITY REVIEW** *WILLY HENDRICKSON*

- Determine Non-user Statute application. *QUALIFIES*
- Verify all information provided in the petition, legal description, location map, and site map. *VERIFIED*
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. *DRIVEWAY ACCESS WITH SMALL TREES*
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. *UTILITIES EXIST IN PAVED AREA OF WOODWORTH*
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). *NO FUTURE USE OF THIS ROW ARE PROPOSED*
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. *PRIVATE DRIVEWAY*
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. *NONE*

Check List.



VACATION OF STREETS AND ALLEYS  
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14  
PAGE 2

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **WOODWORTH ADDITION PLATTED IN 1890**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **N/A**
- Verify payment of pre-hearing **\$150** fee and \$500 appraisal fee. **YES**
- Prepare aerial vicinity map. **EXHIBIT**
- Prepare Council Resolution. **EXHIBIT**
- Post notices of Public Hearing. **REQUIRED AFTER PASSAGE OF RESOLUTION**
- Determine hearing date. **SEPT 8**
- Legal Review **CAROL REVIEWED THE VACATIONS AND HAD NO WRITTEN COMMENTS**



**Subject:** Public Hearing & First Reading of Ordinance XXXX – Harborview Drive Street Vacation Request – City Of Gig Harbor

**Proposed Council Action:** Recommend that Council pass the Street Vacation Ordinance for a portion of Harborview Drive

**Dept. Origin:** Public Works Department

**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** September 22, 2008

**Exhibits:** Ordinance with exhibits, Location map, Vicinity map, photo

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 9/18/08*  
*PK*  
*CM OK VIA FAX*  
*NA*  
*DB 9/18/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INTRODUCTION/BACKGROUND**

The City created a Letter of Petition on July 14, 2008 to vacate a portion of Harborview Drive to the City in accordance with GHMC 12.14.002.

Specifically, The City of Gig Harbor request is for the vacation of the East twenty (20) feet of Harborview Drive Right-Of-Way currently held by the City and abutting 4214 Harborview Drive (parcel number 0221068009) also held by the City. This strip of land is required for setback purposes of the proposed new clarifier to be constructed on this parcel in conjunction with the Wastewater Treatment Plant Expansion Project.

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request without comment. No City utility easements will be required for this request. At the August 11 Council meeting, staff presented this request to Council and Council recommended staff to proceed with the setting of the Public Hearing and First Reading of this Ordinance at the September 22 Council Meeting.

**POLICY CONSIDERATIONS**

Any policy considerations will be provided at the public hearing.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

Recommend that Council pass the Street Vacation Ordinance for a portion of Harborview Drive.

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING TO THE CITY A 20 FOOT PORTION OF HARBORVIEW DRIVE ABUTTING 4214 HARBORVIEW DRIVE AND IMMEDIATELY IN FRONT OF THE CITY'S WASTEWATER TREATMENT PLANT ALONG HARBORVIEW DRIVE, GIG HARBOR, WASHINGTON.

**Grantor(s) (Last name first, then first name and initials)**

City of Gig Harbor

---

**Grantee(s) (Last name first, then first name and initials)**

City of Gig Harbor

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**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

That portion of the Northwest Quarter of the Southeast Quarter Section 6, Township 21 North, Range 2 East of the W.M., in the City of Gig Harbor, Pierce County, Washington

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**Assessor's Property Tax Parcel or Account number:** 0221068009

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**Reference number(s) of documents assigned or released:** \_\_\_\_\_

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING TO THE CITY A 20 FOOT PORTION OF HARBORVIEW DRIVE ABUTTING 4214 HARBORVIEW DRIVE AND IMMEDIATELY IN FRONT OF THE CITY'S WASTEWATER TREATMENT PLANT ALONG HARBORVIEW DRIVE, GIG HARBOR, WASHINGTON.**

---

WHEREAS, on July 14, 2008, the Gig Harbor City Council initiated a street vacation for a twenty foot strip of property located at 4214 Harborview Drive belonging to the City immediately in front of the Waste Water Treatment Plant in Gig Harbor which is legally described in Exhibit A, and shown on the map in Exhibit B, both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, on August 11, 2008, the City Council passed Resolution No. 763, establishing a Public Hearing Date of September 22, 2008, as the date for a public hearing on this vacation petition.

WHEREAS, as a requirement for the Wastewater Treatment Plant Expansion Project (CSSP-0702) a 20 foot strip of land is required for setback purposes for the construction of a new clarifier; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on September 22, 2008, and at the conclusion of such hearing determined that the aforementioned right-of-way was necessary for the expansion of the Wastewater Treatment Plant; and

WHEREAS, after considering any and all such testimony, the Council decided to vacate the right-of-way as requested, now, therefore,

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

Section 1. Adoption of Findings and Conclusions. Pursuant to Section 12.14.012 of the Gig Harbor Municipal Code, the Council makes the following findings and conclusions in support of vacation:

A. The proposed right-of-way to be vacated was originally sold to the State of Washington on September 30, 1934 for twelve hundred and sixty six dollars by the original property owners stated in Deed Record No. 545 (Auditors File Number 1123987) to become part of old State Road No. 14 which no longer exists and is now an incorporated City right-of-way currently named Harborview Drive.

B. There are no public utilities located on the portion of right-of way that is proposed to be vacated.

C. The portion of right of way proposed to be vacated is not improved.

D. The proposed 20 foot portion of Harborview Drive to be vacated is not included in any current or future road or utility projects described in the City's Six Year Transportation Plan and the Transportation section (Chapter 11) of the City's Comprehensive Plan. There will be no future public use of this area.

E. The portion of right of way proposed to be vacated does not abut any body of water.

Section 2. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 3. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of October, 2008.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. 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:

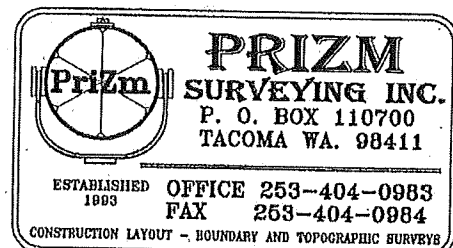
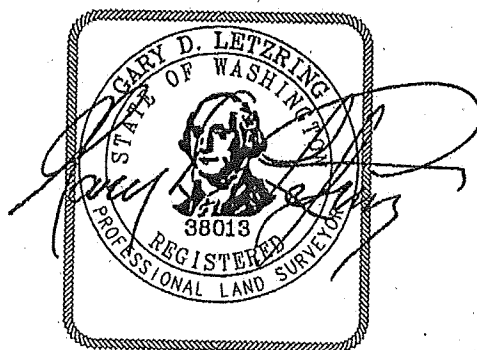
## EXHIBIT 'A' VACATION LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF HARBORVIEW DRIVE AS SHOWN ON SHORT PLAT NO. 79-365, RECORDS OF THE PIERCE COUNTY AUDITOR, AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY AS SHOWN ON SAID SHORT PLAT A DISTANCE OF 107 FEET, MORE OR LESS, TO A POINT OPPOSITE STATE ENGINEERS STATION 6100, AS SHOWN ON THE MAP OF DEFINITE LOCATION FILED IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA BEARING A DATE OF APPROVAL OF JULY 17, 1934; THENCE NORTHEASTERLY TOWARDS SAID ENGINEERS STATION 25 FEET; THENCE NORTHWESTERLY PARALLEL WITH AND 50 FEET SOUTHWESTERLY FROM SAID CENTER LINE OF SAID ROAD 82 FEET, MORE OR LESS TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE 35 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF DEEDED TO THE CITY OF GIG HARBOR BY QUIT CLAIM DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 200807070057.

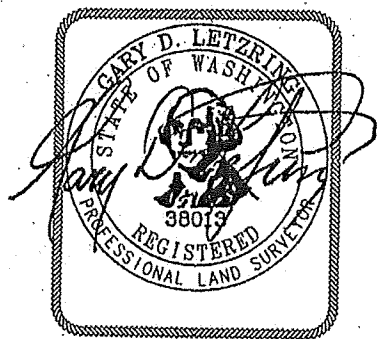
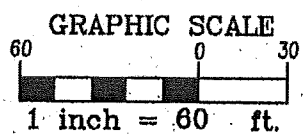
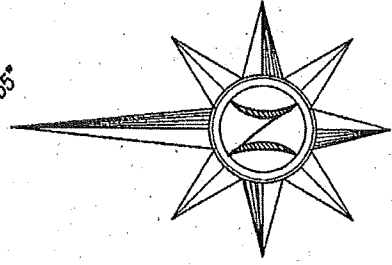
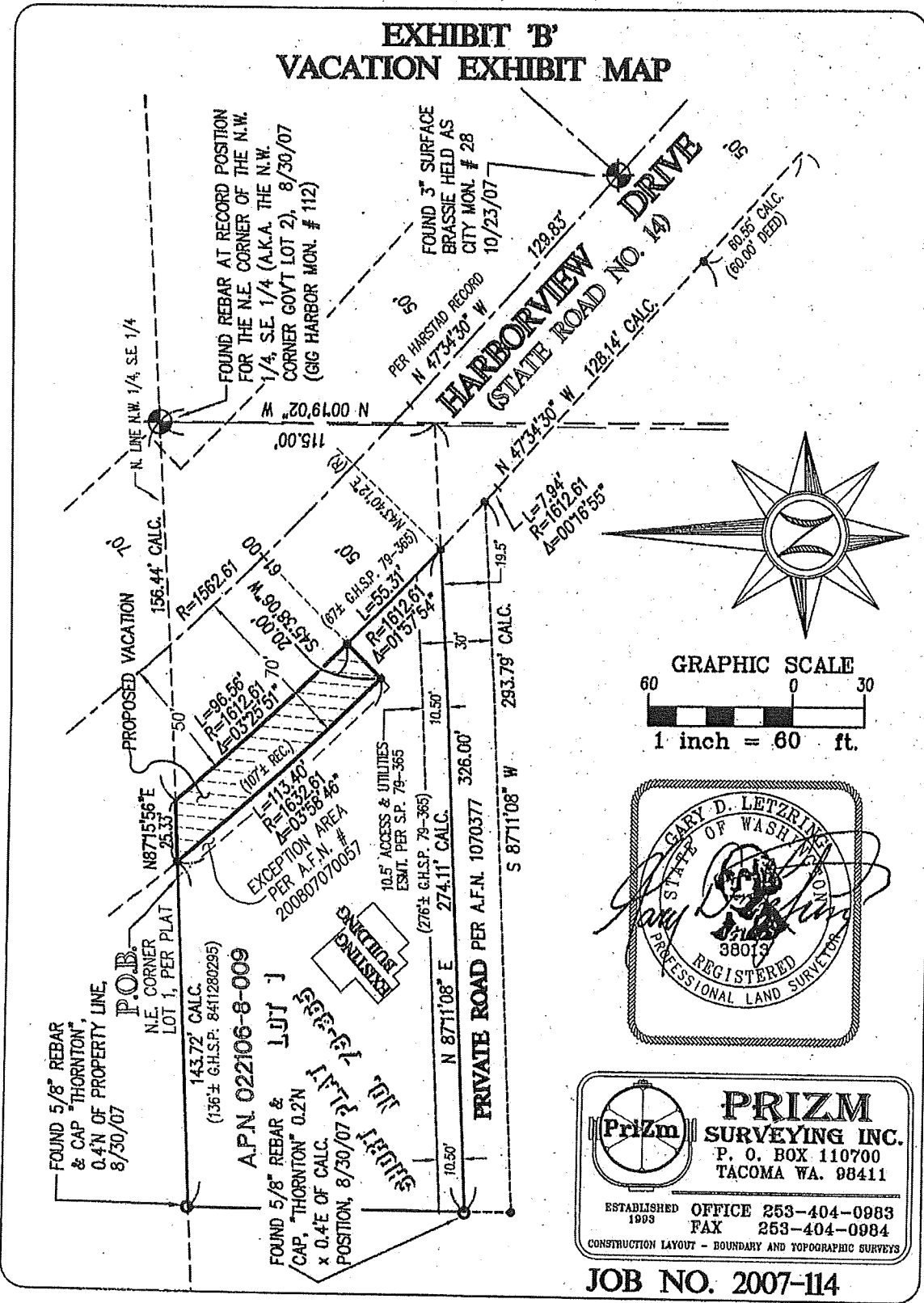
SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.



**JOB NO. 2007-114**



# EXHIBIT 'B' VACATION EXHIBIT MAP

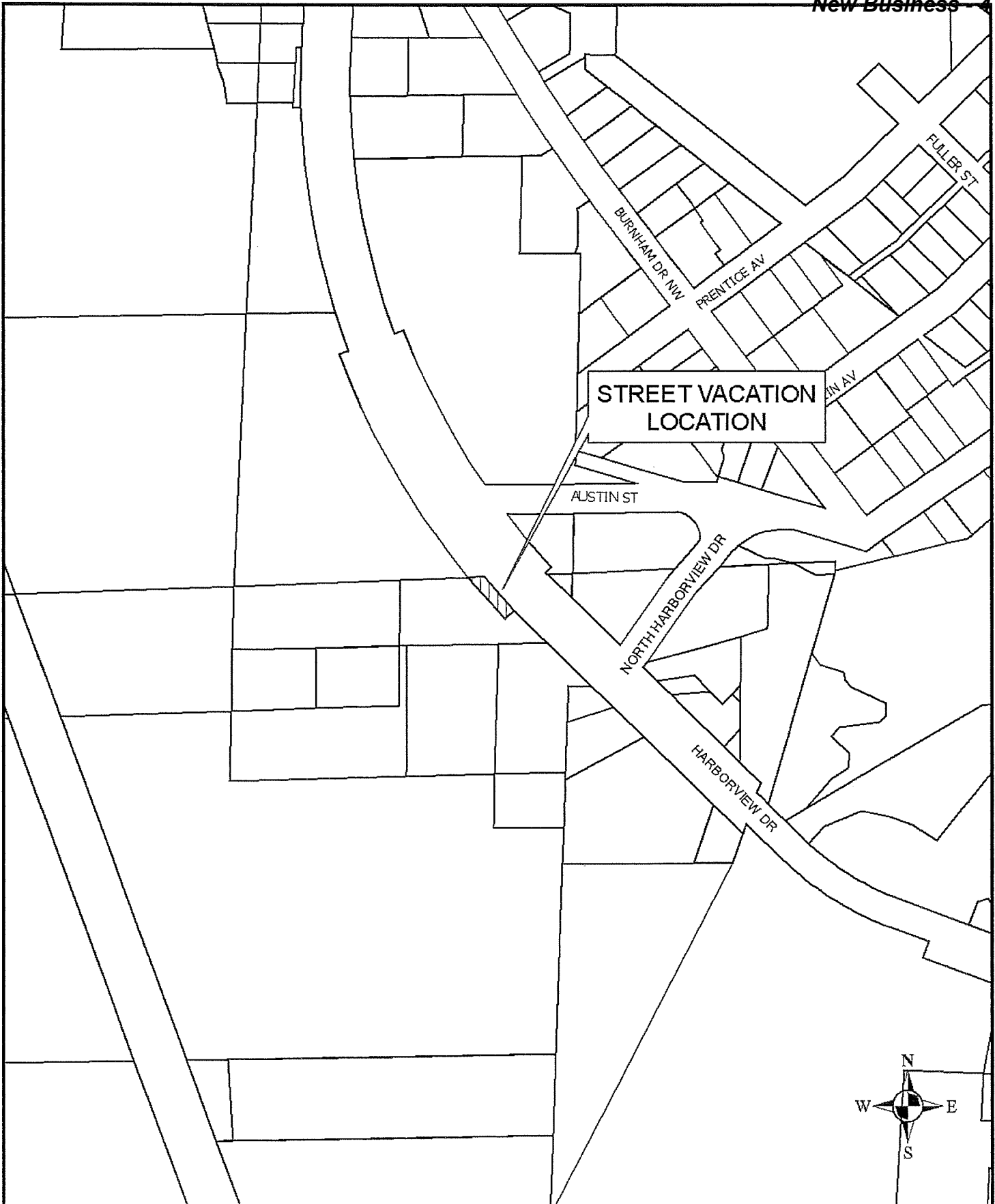


**PRIZM SURVEYING INC.**  
 P. O. BOX 110700  
 TACOMA WA. 98411

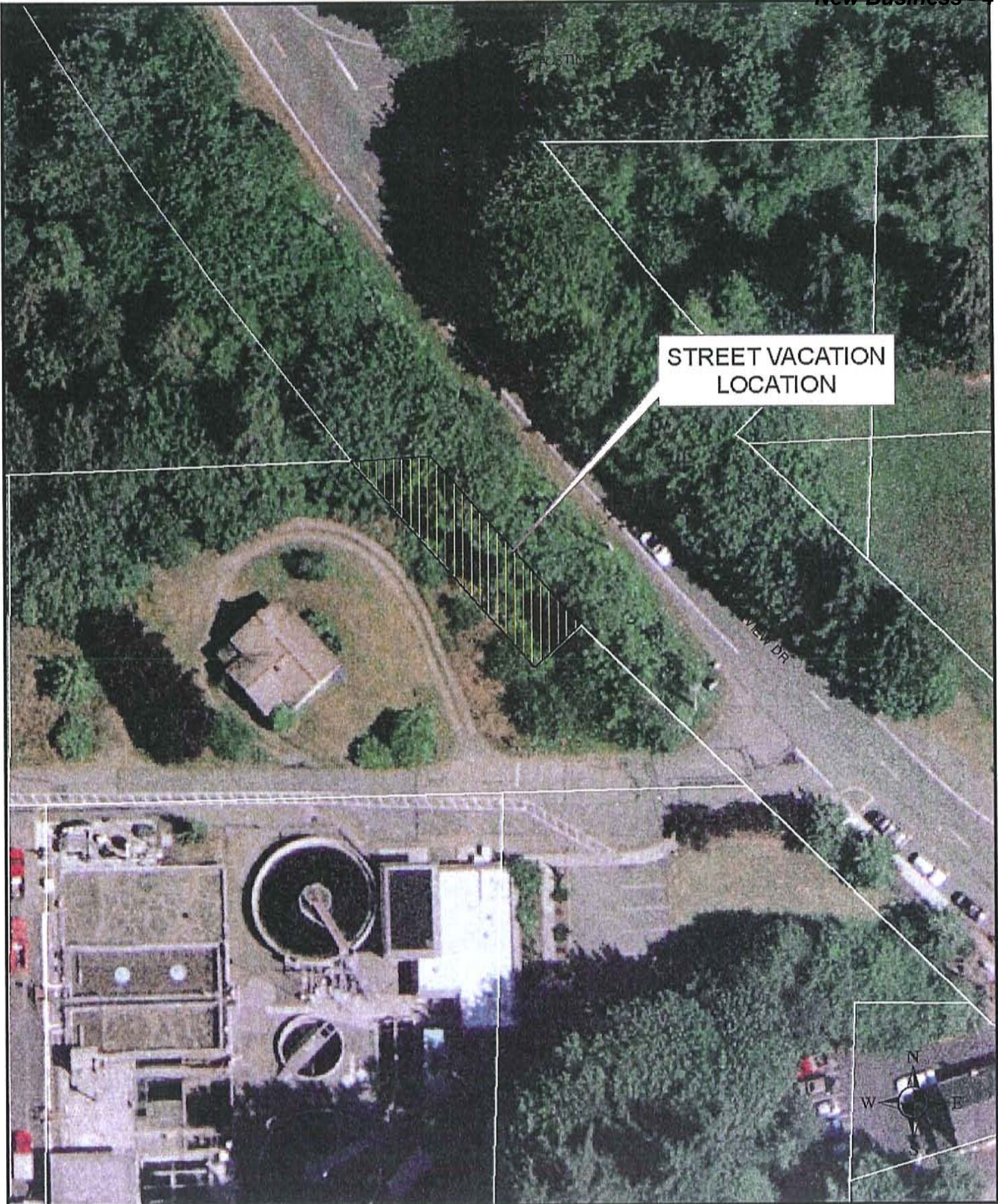
ESTABLISHED 1993 OFFICE 253-404-0983  
 FAX 253-404-0984

CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS

JOB NO. 2007-114



CITY OF GIG HARBOR - WWTP - STREET VACATION VICINITY MAP



CITY OF GIG HARBOR - WWTP - STREET VACATION  
LOCATION MAP

